



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING FEBRUARY 27, 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 February 13, 2024
- 7. CONSENT AGENDA:**
 - A. Public Safety January report
 - B. Community Services Department Monthly Report - January 2024

- C. Monthly Executive Financial Reports for Oct., Nov., Dec. 2023 & Jan. 2024
- D. Right-of-Way License Agreement For Monument Sign Installation: Pinchas Mamane, 3348 S. Atlantic Avenue
- E. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - GEL Recycling, LLC
- F. Settlement Agreement and Release Bailey V Miralev

8. OLD BUSINESS:

- A. Ordinance 2024-05: Voluntary Annexation, 3215 La Paloma Avenue

9. NEW BUSINESS:

- A. Ordinance 2024-02: A Request by B&Y, Inc. To Vacate And Abandon A Portion of Fraile Street (Alley) Right-of-Way
- B. Ordinance 2024-04: Daytona Beach Shores, LLC Development Agreement - 3411 S. Atlantic Avenue, Serena by the Shores.
- C. Resolution 2024-04: Hurricane Damaged Permanent Seawall Reconstruction Building Permit Fee Waiver Extension
- D. Resolution 2024-05: Budget Amendment #2: FPL Box Covers

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
February 13, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

1. CALL TO ORDER BY MAYOR

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

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

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes January 23, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of January 23, 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. Purchase of Public Safety Vehicles

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

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Consent agenda items A and C.

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

This item was removed for discussion. Community Services Director Stewart Cruz provided a brief report on the access agreement. Work needs to be completed on the back side of their seawall, and they requested to utilize 7 parking spaces in the park. The Mayor was concerned with the park only having 14 general spots available. It was explained that work should not last longer than two months and there would be no construction on weekends and holidays. The City Manager also requested to allow work to begin while the formal agreement is amended.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve consent agenda item B with the following conditions: there will be no work on weekends and holidays and that work can begin while the formal agreement is amended.

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:

9. NEW BUSINESS:

- A. Ordinance 2024-05: Voluntary Annexation, 3215 La Paloma Avenue

City Attorney Vose read the ordinance by title only. Community Services Director Stewart Cruz stated the property was single family residential and would remain the same. The owners are currently living up north and spend 3–4 months in the home. Pictures were shown of the property. It was noted that all the requirements of the Florida Statutes were met and staff recommended approval. The property owner, Mr. Kiernan stated that his family loved the city and were anxious to move down permanently. They will be doing short-term rentals, for families only, while they are out-of-state. Director Cruz stated that the city couldn't outlaw or prohibit short-term rentals and it has not been an issue at this location.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2024-05 on first 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. Direction on Utility Equipment Box Artwork Program (FPL Boxes-Phase 1)

A brief background was provided by Mayor Miller and Community Services Director Stewart Cruz regarding wrapping large utility boxes that are located in the right-of-way. In July 2023, the city commission approved the art program and staff developed a concept plan. Phase 1 was approved last September and money was included in the budget for implementation. Quotes were received and staff would like direction to move forward with phase 1. In order to complete phase 1, an additional \$30,000 would need to be added to the budget. The initial idea of wrapping the box did not include the roof or top. The heat is very brutal and all indications state that the top would need to be reapplied more frequently than the sides. The staff did not recommend this, but does the commission want the roof included? Staff would like direction on where to start the project. From Oceans 25 to the north, there are 20 boxes. There are 10 in the midpoint and south of Dunlawton Avenue has 5 boxes. Staff recommended beginning with the box at Oceans West Blvd. near Oceans 25 and moving north. The final decision for the commission to determine was the design selection on the boxes. There are three designs of various greenery and the commission could use a variety or just one design on all the boxes. Mayor Miller felt the additional funds were a bit high but wanted the project to begin at Oceans 25. She inquired if the county would assist with the boxes located in their parks. Staff will reach out to the county for assistance. Vice Mayor Politis felt that the city had spent a lot of time and money on beautifying the streets. This will complete the look and was in favor of the additional budget funds. Commissioners Card, Conomos and Dembinsky were in agreement and felt staff could choose the appropriate greenery wrap for the area.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to allow staff to increase the budget by \$30,000, to utilize the lowest vendor and complete phase 1. Staff will begin at Oceans 25 property and choose the appropriate design for the surrounding area.

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. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

11. CITY MANAGER COMMENTS

The City Manager had no additional comments.

12. COUNCIL COMMENTS:

Mayor Miller had a few announcements that included: the coastal beach cleanup on Saturday, Feb. 17th; the upcoming Citizens Academy beginning February 22nd; Coffee With the Mayor would begin at 9:00 am tomorrow; the Coffee with the Mayor for March was canceled; and food trucks were returning on February 24th. She explained that both she and

Comm. Conomos were not available for the March 9th meeting and wished to cancel.
COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to cancel the meeting on March 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

Vice Mayor Politis provided an update from the recent TPO meeting he attended.
Commissioner Card stated that he had attended his first Economic Development meeting.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Ed Miller stated that he had attended the first citizens academy a few years ago and felt it was very educational. He encouraged residents to sign up.
Mel Lindauer wanted to give credit to both the City Manager and Finance Director for enabling the city to earn interest on the current investments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

15. ADJOURNMENT:

The meeting ended at 6:57 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 27, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety January report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. January



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

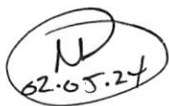
Office of Director of Public Safety

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

MONTHLY REPORT FOR JANUARY 2024

	<i>Jan-24</i>	<i>24/YTD</i>	<i>Jan-23</i>	<i>23/YTD</i>
<i>Police Related Calls</i>	1,985	1,985	1,780	1,780
<i>Fire Related Calls</i>	84	84	63	63
<i>Rescue Related Calls</i>	64	64	55	55
<i>Fire Related Alarms Sounding</i>	42	42	17	17
<i>Traffic Citations</i>	133	133	169	169
<i>Written Warnings</i>	81	81	29	29
<i>Building Inspections</i>	57	57	50	50
<i>Arrests: Adults</i>	33	33	39	39
<i>Juveniles</i>	2	2	0	0
<i>City Ordinance Charges</i>	1	1	0	0
<i>Florida State Statute Charges</i>	42	42	65	65
<i>Accidents: Total</i>	13	13	8	8
<i>Street/Highway</i>	3	3	3	3
<i>Parking Lot</i>	10	10	5	5

Michael Fowler, Public Safety Director


62-65-24

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-01-01 through 2024-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	369	18.59 %	11.90
TRAFFIC STOP	TS	340	17.13 %	10.97
EXTRA PATROL	EP	292	14.71 %	9.42
PROPERTY CHECK	PRC	246	12.39 %	7.94
DIRECTED PATROL REQUEST	DPR	63	3.17 %	2.03
WALK & TALK	WT	51	2.57 %	1.65
TELEPHONE HANDLE	THC	49	2.47 %	1.58
FIRE ALARM	ALARMF	45	2.27 %	1.45
SUSPECT STOP	SS	36	1.81 %	1.16
MEDICAL EMERGENCY	MED1	32	1.61 %	1.03
SUSP VEHICLE	SVEH	28	1.41 %	0.90
SUSP PERSON	SPER	26	1.31 %	0.84
FALL- NON EMERGENCY	TRAU3	22	1.11 %	0.71
INFORMATION GIVEN	INFO	18	0.91 %	0.58
TRESPASSERS	TRES	16	0.81 %	0.52
DISTURBANCE	DIST	15	0.76 %	0.48
SUSP INCIDENT	SINC	14	0.71 %	0.45
BLS - MED/TRAUMA	BLS3	13	0.65 %	0.42
WALKUP	WALKUP	13	0.65 %	0.42
RADAR	RADAR	12	0.60 %	0.39
WELL BEING CHECK	WBC	12	0.60 %	0.39
ANIMAL COMPLAINT	AC	10	0.50 %	0.32
ELEVATOR CALL	ELEV	10	0.50 %	0.32
MVA	MV	10	0.50 %	0.32
SCHOOL ZONE	SZ	10	0.50 %	0.32
RECKLESS DRIVER	RD	9	0.45 %	0.29
DRUNK DRIVER	DUI	8	0.40 %	0.26
FLAG DOWN	FLAG	8	0.40 %	0.26
FOUND PROPERTY	PROPF	8	0.40 %	0.26
NARCOTICS	NARC	8	0.40 %	0.26
ZONE ACCOUNTABILITY PATR	ZAP	8	0.40 %	0.26
911 CK/OPEN LINE	911CK	7	0.35 %	0.23
ESCORT	ESCORT	7	0.35 %	0.23
MEDICAL UNKNOWN	ALARMM	7	0.35 %	0.23
DOMESTIC DISTURBANCE	DV	6	0.30 %	0.19
INVESTIGATION	INV	6	0.30 %	0.19
ROAD OBSTRUCTION	RDOB	6	0.30 %	0.19
STEP ZONE	STP	6	0.30 %	0.19
WARRANT	WAR	6	0.30 %	0.19
BUSINESS ALARM	ALARMB	5	0.25 %	0.16
DISABLED VEHICLE	DAV	5	0.25 %	0.16
MEDICAL NON-EMERG	MED2	5	0.25 %	0.16
SHOPLIFTING	SHOP1	5	0.25 %	0.16
SUICIDAL PERSON	SP	5	0.25 %	0.16
TOWED VEHICLE	TOW	5	0.25 %	0.16
BURGLARY ALARM	ALARM	4	0.20 %	0.13

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-01-01 through 2024-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
CIVIL COMPLAINT	CIVIL	4	0.20 %	0.13
FRAUD	FRAUD1	4	0.20 %	0.13
ILLEGAL PARKING	PARK	4	0.20 %	0.13
MENTALLY ILL PER	MIP	4	0.20 %	0.13
REPOSSESSED VEH	REPO	4	0.20 %	0.13
STROKE / CVA	CVA	4	0.20 %	0.13
TEST LE CALL	TEST	4	0.20 %	0.13
ATT TO CONTACT	ATC	3	0.15 %	0.10
DEAD PERSON	DEAD	3	0.15 %	0.10
HIT&RUN MVA	MVHR	3	0.15 %	0.10
NE ASST- FIRE REQ	LEO2	3	0.15 %	0.10
PROWLER	PROW	3	0.15 %	0.10
SPECIAL DETAIL	SDL	3	0.15 %	0.10
THEFT	THEFT1	3	0.15 %	0.10
UNCONSCIOUS	UNC	3	0.15 %	0.10
ASSAULT/BATTERY	ABAT	2	0.10 %	0.06
ASSIST AGENCY	ASSIST	2	0.10 %	0.06
FIGHT	FIGHT	2	0.10 %	0.06
FIREWORKS	FIREWK	2	0.10 %	0.06
FLEEING DRIVER	FLEE	2	0.10 %	0.06
NOISE	NOISE	2	0.10 %	0.06
OVERDOSE/POISONING	OD	2	0.10 %	0.06
RECOVERED SIG 10	SVR	2	0.10 %	0.06
THREATENING CALL	TCALL	2	0.10 %	0.06
TRAUMA EMERGENCY	TRAU1	2	0.10 %	0.06
VANDALISM	VAND	2	0.10 %	0.06
WELL BEING CHECK MEDICAL	WBCF	2	0.10 %	0.06
911 CK/OPN LINE/MED HAZ	911MED	1	0.05 %	0.03
ABANDONED VEH	AV	1	0.05 %	0.03
ALZHEIMERS	ALZ	1	0.05 %	0.03
ANIMAL BITE	BITE	1	0.05 %	0.03
ASSAULT/BATTERY W/INJ	ABATI	1	0.05 %	0.03
ASSIST	ASST	1	0.05 %	0.03
BOLO	BOLO	1	0.05 %	0.03
BURG/RESO	BURGR	1	0.05 %	0.03
CIVIL SERVICE	CIVILS	1	0.05 %	0.03
DANGEROUS COND FD	DCFD	1	0.05 %	0.03
DRUNK PERSON	IP	1	0.05 %	0.03
HAZ COND/MAJOR INC	HZMMI	1	0.05 %	0.03
HAZARDOUS COND	HZM	1	0.05 %	0.03
JUVENILE	JUV	1	0.05 %	0.03
LOST PROPERTY	PROPL	1	0.05 %	0.03
LOST/FOUND PET INFO	PET	1	0.05 %	0.03
MVA MAJOR	MVMI	1	0.05 %	0.03
MVA W/ HAZARD	MVH	1	0.05 %	0.03
MVA W/ INJURIES	MVI	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-01-01 through 2024-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SEX OFFENSE	SO	1	0.05 %	0.03
STOLEN VEHICLE	SV	1	0.05 %	0.03
TRAFFIC LITE OUT	TLO	1	0.05 %	0.03
TRAUMA CRITICAL	TRAUE	1	0.05 %	0.03
TOTAL CALLS:		1,985	100.00%	64.03

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

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JANUARY 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	1
HAZARDOUS CONDITIONS	0	0	3
VEHICLE FIRES	0	0	0
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	0	0	2
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	2
SERVICE CALLS	64	64	41
FIRE ALARMS	42	42	17
CANCELLED EN ROUTE	20	20	13
TOTALS	126	126	79

CURRENT MONTH ESTIMATED FIRE DAMAGES

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

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	2	9	2	9	1	6
HOTEL/MOTEL	4	4	4	4	6	4
ASSEMBLY	0	0	0	0	0	0
MERCANTILE	4	4	4	4	5	0
RESTAURANT	0	1	0	1	1	0
BUSINESS	10	6	10	6	10	1
OTHER	7	0	7	0	5	2
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	5	1	5	1	8	1
TOTALS	32	25	32	25	36	14

PLANS EXAMINATION HOURS: 9 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
JANUARY 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	29	29	9
BLS CALLS	35	35	46
TOTALS	64	64	55



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

TRAINING SEMINARS ATTENDED

Month of January 2024

<i>Conrad Kerins Richard Jackson</i>	<i>1/15</i>	<i>Field Training Officer IPTM online</i>
<i>Jessee Smith Tristan Taylor</i>	<i>1/22-26</i>	<i>Fire Service Hydraulics POFD</i>
<i>Jessee Smith Tristan Taylor</i>	<i>1/29-2/2</i>	<i>Fire Service Apparatus Operations – POFD</i>
<i>Kathryn Gotz Jessica Long</i>	<i>1/29-2/2</i>	<i>Internal Affairs Invest DSC</i>
<i>Kathryn Gotz</i>	<i>1/22-26</i>	<i>Florida Leadership Academy-St. Augustine</i>



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

MONTHLY REPORT FOR JANUARY 2024

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

Replace wiper blades	veh #150
Replace brake rotors and pads	veh #150
Replace serpentine belt	veh #94
Replace air filter	veh #94
Replace wiper blades	veh #163
Replace battery	veh #169
Replace battery	veh #152
Replace wiper blades	veh #173
Replace battery	veh #173
Replace washer nozzle	veh #112
Replace window motor	veh #158



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 27, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - January 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Montly Report - December 2023
2. CSD Public Works & Sewer Divisions Montly Report - December 2023

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – January, 2024

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2
 Submitted this Fiscal Year: 5
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 0
 Approved by City Commission this Month: 1
 Approved by City Commission this Fiscal Year: 1
 Amendments Approved by Staff this Fiscal Year: 1

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Early Residence	2515 South Atlantic Avenue, Unit 1001	1/2	Replace entry door	\$13,442.00	\$146.20
Gillis Residence	107 Van Avenue	1/3	Replace 7 windows	\$13,365.00	\$146.20
Ford Residence	3703 South Atlantic Avenue, Unit 508	1/3	Change out 4 ton HVAC system	\$10,000.00	\$103.90
Sea Havens HOA	Florida Shores Boulevard	1/3	Tile re-roof for building eight	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/3	Tile re-roof for building nine	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/3	Tile re-roof for building five	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/3	Tile re-roof for building seven	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/3	Tile re-roof for building six	\$10,300.00	\$120.55
Foxworth Residence	2937 South Atlantic Avenue, Unit 501	1/3	Replace 4 sliding glass doors	\$30,420.00	\$243.82
Pirates Cove	3501 South Atlantic Avenue	1/3	Stucco repairs, repair downspouts for AC drains	\$15,000.00	\$154.75
Casey Residence	3145 South Atlantic Avenue, Unit 1101	1/3	Tub to shower conversion	\$10,250.00	\$120.55
Sherwin Condo	2555 South Atlantic Avenue	1/4	Install equipment pack for pool	\$40,000.00	\$295.20

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Beach MJC Inc	3647 South Atlantic Avenue, Unit 401	1/4	Install kitchen cabinets and bathroom vanity	\$12,767.00	\$137.65
Delta Marriott	2505 South Atlantic Avenue	1/5	Install plumbing system for new pool bar	\$22,000.00	\$53.00
Beachside Hotel	3309 South Atlantic Avenue	1/5	Rebuild composite seawall	\$350,000.00	\$39.90
Peck Plaza	2625 South Atlantic Avenue	1/5	Seal coat and stripe parking areas	\$10,927.00	\$120.55
Bessette Residence	3647 South Atlantic Avenue, Unit 703	1/8	Remodel kitchen, new cabinets, and tops	\$19,000.00	\$177.58
Delta Marriott	2505 South Atlantic Avenue	1/8	Install new aluminum and glass fences, East side	\$45,000.00	\$123.20
Delta Marriott	2505 South Atlantic Avenue	1/8	Construct pool bar, add new pavers	\$80,000.00	\$652.75
Tuscany Shores	2901 South Atlantic Avenue	1/8	Replace fire rated doors in stairwells	\$22,643.00	\$199.11
Ramsey Residence	2615 South Atlantic Avenue, Unit 8H	1/9	Install kitchen and laundry room cabinets	\$12,800.00	\$137.65
Morris Residence	2967 South Atlantic Avenue, Unit 1202	1/10	Remodel kitchen, master, and guest bathrooms	\$48,595.00	\$346.28
Oceans Eight Condo	2937 South Atlantic Avenue	1/10	Replace parking garage grille	\$24,229.00	\$209.87
Steffy Residence	3040 South Peninsula Drive	1/11	New construction of single family residence	\$599,400.00	\$2,511.97
Steffy Residence	3040 South Peninsula Drive	1/11	Electric for construction of single family residence	\$18,000.00	\$119.00
Steffy Residence	3040 South Peninsula Drive	1/11	Mechanical for construction of single family residence	\$10,000.00	\$70.60
Steffy Residence	3040 South Peninsula Drive	1/11	Plumbing for construction of single family residence	\$10,400.00	\$82.70
Share Residence	2 Oceans West Boulevard, Unit 1003	1/11	Remodel kitchen, lower bar top, new counter tops	\$16,000.00	\$161.50
Sunglow Resort	3647 South Atlantic Avenue	1/11	Elevator modernization	\$52,600.00	\$77.53
Bolerjack Residence	2967 South Atlantic Avenue, Unit 901	1/12	Replace 6 windows and 4 sliding glass doors	\$40,420.00	\$300.70
Griffin Residence	2967 South Atlantic Avenue, Unit 1103	1/12	Replace 4 windows and 4 sliding glass doors	\$40,925.00	\$300.88
Zini Residence	3043 South Atlantic Avenue, Unit 2204	1/12	Replace 7 windows, size for size	\$16,653.00	\$166.82
Ocean View Plaza	3616 South Atlantic Avenue	1/12	Re-roof building	\$15,000.00	\$154.75
Steffy Residence	3040 South Peninsula Drive	1/12	Tile roof on new single family residence	\$59,165.00	\$408.72
Hyatt Place	3161 South Atlantic Avenue	1/16	Construct ADA ramp	\$173,825.00	\$932.30
Seven Seas Resort	2433 South Atlantic Avenue	1/17	Replace beach landing and stairs	\$22,007.00	\$199.11
Roush Residence	3109 La Paloma Avenue	1/17	Re-pipe house, replace water heater	\$15,215.00	\$47.50

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
LaMer Condo	3255 South Atlantic Avenue	1/18	Remove existing roof system, install TPO system	\$457,000.00	\$2,063.63
Kingston Towers	3851 South Atlantic Avenue	1/18	Repair and replace seawall tie backs	\$142,725.00	\$19.72
Grand Coquina	3333 South Atlantic Avenue	1/18	Concrete and stucco repairs	\$24,000.00	\$204.49
Tropical Manor Motel	2237 South Atlantic Avenue	1/18	Install 2 concrete slabs in rear of building	\$36,000.00	\$272.45
Steffy Residence	3040 South Peninsula Drive	1/18	Build retaining wall behind pool	\$15,000.00	\$154.75
Kodra Residence	2719 South Atlantic Avenue	1/19	Build dune walkover for beach access	\$10,000.00	\$112.00
Colonial Trading LLC	147 Boynton Boulevard	1/23	TPO re-roof, new gutters, and down spouts	\$60,000.00	\$408.98
Elkins Residence	3425 South Atlantic Avenue, Unit 406	1/24	Install 3 motorized hurricane shutters	\$11,800.00	\$129.10
Hanzel Residence	3311 South Atlantic Avenue, Unit 303	1/24	Install 4 motorized hurricane shutters	\$16,080.00	\$166.75
Blechar Residence	138 Key Colony Court	1/24	Replace 2 entry doors	\$12,000.00	\$129.10
Tupuola Residence	2937 South Atlantic Avenue, Unit 606	1/25	Install stone kitchen countertop	\$10,477.00	\$120.55
Ghobeira Property	2008 South Atlantic Avenue	1/25	Stucco exterior, install 3 doors, repair wallboard	\$38,150.00	\$289.26
Oceans Four Condo	3003 South Atlantic Avenue	1/25	Replace stack valves on roof	\$16,827.00	\$69.25
Sea Havens HOA	Florida Shores Boulevard	1/26	Tile re-roof for building fifteen	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/26	Tile re-roof for building thirteen	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/26	Tile re-roof for building eleven	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/26	Tile re-roof for building ten	\$10,300.00	\$120.55
Sea Havens HOA	Florida Shores Boulevard	1/26	Tile re-roof for building twelve	\$10,300.00	\$120.55
Deese Residence	3333 South Atlantic Avenue, Unit 1703	1/26	Remodel kitchen and 3 bathrooms	\$66,000.00	\$443.11
Ambros Daytona	3247 South Atlantic Avenue	1/26	Upgrade existing fire alarm system	\$32,536.00	\$529.01
Oceans Three Condo	3043 South Atlantic Avenue	1/29	Core drill slab walls from 1 st to 22 nd floors	\$47,063.00	\$490.42
Oceans Three Condo	3043 South Atlantic Avenue	1/29	Pull fiber optic cable, 1 st to 22 nd floors, install drop boxes	\$47,063.00	\$51.91
Bergeron Residence	2811 South Atlantic Avenue	1/29	Install aluminum metal roof on house and garage	\$40,000.00	\$295.20
Ohri Residence	3703 South Atlantic Avenue, Unit 304	1/30	Install storm shutters for hurricane protection	\$23,989.00	\$204.49
Miller Residence	3043 South Atlantic Avenue, Unit 705	1/30	Install storm shutters for hurricane protection	\$11,000.00	\$120.55

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Miller Residence	3043 South Atlantic Avenue, Unit 2105	1/30	Install storm shutters for hurricane protection	\$11,000.00	\$120.55
Chopra Residence	3703 South Atlantic Avenue, Unit 1005	1/30	Install storm shutters for hurricane protection	\$14,694.00	\$154.75
Jerome Residence	3757 South Atlantic Avenue, Unit 1801	1/30	Install storm shutters for hurricane protection	\$24,000.00	\$204.49
Miller Residence	3043 South Atlantic Avenue, Unit 2106	1/30	Install storm shutters for hurricane protection	\$11,000.00	\$120.55
LaMer Condo	3255 South Atlantic Avenue	1/30	Replace pool deck slab, new beach access stairs	\$50,200.00	\$357.53
Winn Dixie Plaza	2200 South Atlantic Avenue	1/31	Replace sewer line from City to building	\$28,460.00	\$70.29
Seychelles Condo	3855 South Atlantic Avenue	1/31	Install new fire pump and equipment	\$55,000.00	\$128.50
Collins Residence	2917 South Atlantic Avenue, Unit 1006	1/31	Remodel kitchen and 2 bathrooms	\$14,800.00	\$154.75
Marbella Condo	3343 South Atlantic Avenue	1/31	Dig spa and gunite, set equipment	\$216,635.00	\$1,104.13
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,516,456.00	\$18,838.00

Building Division Revenue by Permit Category:

PERMIT TYPE	JANUARY 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	JANUARY 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
BUILDING	\$20,429.11	\$72,522.83	\$10,681.03	\$49,437.37
ROOF	\$5,209.10	\$16,334.45	\$1,492.20	\$5,158.72
DEMOLITION	\$120.00	\$340.00	\$221.40	\$221.40
ELECTRICAL	\$629.01	\$9,191.32	\$3,417.00	\$8,428.76
MECHANICAL	\$1,740.50	\$15,666.88	\$1,808.59	\$9,079.97
PLUMBING	\$13,063.63	\$21,197.88	\$2,985.31	\$8,967.89
SIGN	\$487.50	\$1,457.72	\$69.25	\$1,202.41
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$204.95	\$1,278.93	\$65.25	\$435.00
DEVELOPMENT FEES	\$2,885.00	\$5,389.44	\$110.00	\$1,559.02
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$46,425.74	\$143,397.45	\$20,850.03	\$84,490.54

Building Division Activities:

ACTIVITY	JANUARY 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	JANUARY 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
INSPECTIONS	{20}+[283] = 303	1247	264	929
FINAL CERTIFICATES OF OCCUPANCY ISSUED	1	1	0	1
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	0
FINAL INSPECTIONS	{15}+[171] = 186	796	174	573
FAILED INSPECTIONS	{0}+[31] = 31	137	18	51

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

Projects Begun Current Fiscal Year-to-Date – 2023 to Present: \$19,425,219.00

Projects Begun Last Fiscal Year – 2022 to 2023: \$64,300,811.00

Projects Begun Two Fiscal Years Ago – 2021 to 2022: \$39,968,375.00

{ } indicates a City inspection

[] indicates a Universal inspection

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - JANUARY 2024

FACILITIES MAINTENANCE DIVISION:

This division currently two full time positions.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed within the staff's capabilities. The facilities staff has an HVAC certification therefore certain related repairs can be performed inhouse. Among other things, Staff pressure wash buildings, clean window exteriors, paint, lubricate the locks, deliver water jugs and perform any other general maintenance needed with the city buildings and city owned properties. Tasks outside the expertise of the staff are contracted to third party specialists.

Additionally, this month:

- City Hall: Continued trying to fix the AC on the second floor (east side), moved a desk in the Finance Department, removed handicapped automatic door access that was stuck open
- Public Safety: Replaced toilet in the men's bathroom in the gym area, replaced a CO2 sensor that was broken in the sally port, removed air handler in the fleet shop, installed a fire extinguisher box, hung new signs, patched and painted some offices and hallways
- Community Center: Cleaned rust off outside railing on the second floor, rehung shuffleboard storage door, repaired the podium, hung new commission pictures
- Public Works: Repaired the green lift, started sanding, cleaning and repainting light post fixtures and vent covers, started painting offices

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, plus one electrician position and one position that routinely assists the electrician. This month the division was down two Maintenance Worker positions.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, changing out lights, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Removed Christmas decorations and banners
- Worked on repairing the broken guard rail on the lot behind Chase Bank
- Installed a new elliptical at McElroy Park
- Took down the city flags and umbrellas in anticipation of storms
- Removed and repaired broken sunshade at the bocce courts
- Cleaned storm drains on Oceans West
- Picked up debris behind Publix on Oceans West Boulevard
- Removed and replaced broken fountain at Fornari Park
- Removed graffiti at Andrinopoulos Park
- Worked on restoring Fornari Park with backfill sand, irrigation, sod, reset monument, tree trimming
- Repaired the sidewalk at Bellemead Drive and Oceans West Blvd.
- Helped move a desk in Finance Department
- Installed a trailer jack on the concrete mixer

- Repaired a Votran pole near the Public Safety facility

Electrician:

- Continued replacing damaged decorative fixtures, globes and fuses along SRA1A, this task will be continuing for a while
- Worked on installing electric to the Public Safety facility shed
- Repaired numerous Public Safety Department electrical problems, bathrooms hall ways, stairwell, etc.
- Re-wired city hall second floor east side AC controller
- Replaced GFCI's at the pavilion
- Worked on city hall stereo and speaker exchange
- Worked on Public Safety facility parking lot lighting
- Worked on repairing Veterans Park lighting

SEWER DIVISION:

This division is back up to four positions.

Normal monthly duties:

This division maintains and inspects all the sewer stations daily, performs all the general maintenance of the sewer stations, generators and the station properties, including, but not limited to, mowing and general outside maintenance, cleaning pump areas, wet wells and floats. The division also maintains and inspects city manholes, delivers past due sewer bill notices for the Finance Department every month, performs cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Sewer locates: 47
- Cleared back up at 118 Cascade Terrace
- Changed out the exhaust fan at Station 5
- Pool reading: 1
- Fixed three clean out boxes throughout the city

- Performed a sewer cap off inspection on S. Peninsula Drive



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 27, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Monthly Executive Financial Reports for Oct., Nov., Dec. 2023 & Jan. 2024

SYNOPSIS:

The current year budget was approved at \$19,580,900; November 14, 2023 commission approved a budget amendment for \$292,900 for additional projects including: fencing and exercise equipment at McElroy park, gutters and shower replacement at Fornari Park, decorative light poles and accessories damaged during Hurricane Ian and Nicole, replacing guardrail at the property the city purchased behind Chase bank, purchasing bunker gear, fire gloves, hoods, helmets and boots for city fire personnel, purchasing a Public Safety evidence shed, new IT servers, an antivirus upgrade and annual software maintenance. This brought the current budget to \$19,873,200.

As of January 2024, the city has received 59.9% of its budgeted revenues and has \$25.7 million invested in treasury securities of which \$8.3 million are from the sewer fund.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. MBR 23-24 Pd 01
2. MBR 23-24 Pd 02
3. MBR 23-24 Pd 03

4. MBR 23-24 Pd 04

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending October, 2023

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$490,372	\$1,150,091	(\$659,719)	-135%
General Obligation Debt Service	\$0	\$0	\$0	
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$490,372	\$1,150,091	(\$659,719)	-135%
Sewer Fund Operations	\$230,548	\$158,574	\$71,974	31%
Sewer Fund Restricted Impact Fee	\$6,485	\$5,736	\$749	12%
Sewer Fund Sub-Total	\$237,033	\$164,310	\$72,723	31%
TOTAL ALL FUNDS FISCAL YTD	\$727,405	\$1,314,401	(\$586,996)	-81%

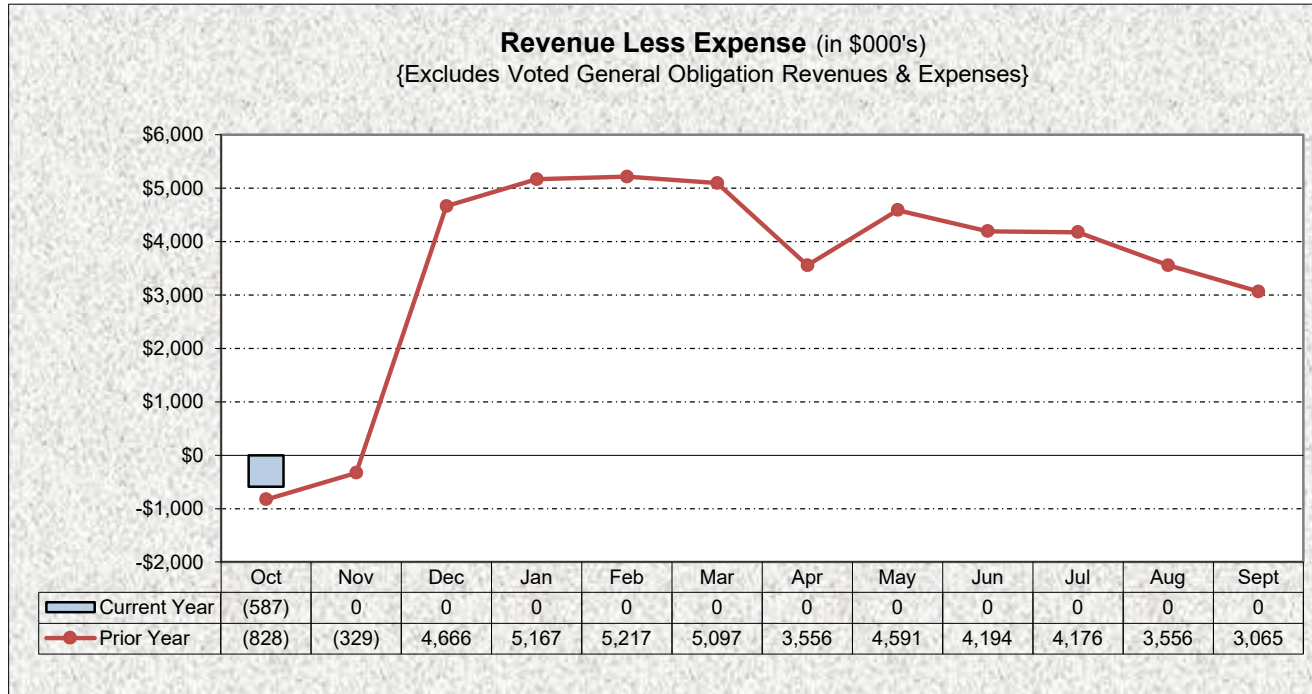
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$22,039,546	\$20,253,479	\$1,786,067	9%
Sewer Fund	\$11,494,621	\$9,971,432	\$1,523,189	15%
Sub-Total Operating Funds	\$33,534,167	\$30,224,910	\$3,309,257	11%
Gen. Obligation [GO] Construction & Debt	\$0	\$0	\$0	0%
TOTAL ALL FUNDS	\$33,534,167	\$30,224,910	\$3,309,257	11%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$652,191)	\$116,386	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,205,867	\$285,088	
PROJECTED FYE NORMALIZED CASH FLOW	\$553,676	\$401,474	\$955,150

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

Month Ending October, 2023

NON-G.O. FUNDS	October, 2023		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$19,581	\$490	\$196	\$294	150%
Utility Fund	\$4,533	\$237	\$233	\$4	2%
Total Revenues & Appropriations	\$24,114	\$727	\$428	\$298	70%
Expenses ('000s)					
General Fund Less Capital	\$16,457	\$1,125	\$1,024	(\$101)	-10%
General Fund Capital	\$3,124	\$25	\$0	(\$25)	
Utility Fund	\$4,533	\$164	\$232	\$68	29%
Total Expenses & Appropriations	\$24,114	\$1,314	\$1,256	(\$58)	-5%
Revenue Less Expense ('000s)					
General Fund	\$0	(\$660)	(\$829)	\$168	
Utility Fund	\$0	\$73	\$1	\$72	
Revenue Less Expense	\$0	(\$587)	(\$828)	\$240	



General Fund Detail Budget Report

Month Ending October, 2023

	October, 2023		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	9,171,000	-	-	-	
Business Taxes	101,900	3,137	77,975	(74,838)	-95.98%
Utility Taxes	1,031,800	127,872	3,473	124,400	3581.99%
Permits & Franchise Fees	970,600	47,507	(97,047)	144,554	148.95%
Intergovernmental	1,456,200	58,599	(30,666)	89,264	291.09%
Donations	-	-	-	-	
Charges for Services	1,951,900	149,138	152,093	(2,955)	-1.94%
Fines & Forfeitures	97,800	3,581	4,626	(1,045)	-22.60%
Non-G.O Interest	495,000	5,703	476	5,227	1098.28%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	220,500	4,678	3,285	1,393	42.39%
Internal Services	1,276,500	90,158	81,500	8,658	10.62%
Non G.O. Transfer In-Fund Balance	2,807,700	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 19,580,900	\$ 490,372	\$ 195,716	\$ 294,656	150.55%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000	16,418	12,622	(3,795)	-30.07%
Executive	798,400	75,364	60,653	(14,711)	-24.25%
Finance	678,800	35,472	46,158	10,686	23.15%
Legal Counsel	173,300	-	950	950	100.00%
Comp. Planning	125,100	7,005	6,466	(539)	-8.34%
Information Technology	591,900	53,000	-	(53,000)	
Other Gov't Services	29,000	1,500	48,488	46,989	96.91%
Public Safety Operations	7,038,400	544,475	562,110	17,635	3.14%
Building Dept.	672,100	39,680	44,096	4,416	10.01%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,672,900	124,386	1,350	(123,036)	-9113.75%
Public Works Operations	1,734,800	112,197	97,651	(14,547)	-14.90%
Inventory	-	-	-	-	
Human Resources	48,400	-	62,844	62,844	100%
Parks & Rec	542,400	75,448	44,432	(31,016)	-69.81%
Community Center	671,200	40,147	36,463	(3,684)	-10.10%
Senior Center	-	-	-	-	
Contingency/Transfers	1,129,400	-	-	-	
Long-Term Debt	344,700	-	-	-	
Non-G.O. Operations Expense	16,456,800	1,125,091	1,024,283	(100,808)	-9.84%
Non-G.O. CAPITAL Expense	3,124,100	25,000	-	(25,000)	
Total Non-G.O. Expense	19,580,900	1,150,091	1,024,283	(125,808)	
Non-G.O. Revenue Less Expense	\$ -	\$ (659,719)	\$ (828,568)	\$ 168,848	20%

Utility Fund Detail Budget Report

Month Ending October, 2023

			VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,301,700	\$228,814	\$231,760	(\$2,946)	-1%
Interest	215,000	1,734	239	1,495	625%
Sale of Fixed Assets / Misc.		0	0	0	
Total Operating Revenues	\$ 4,516,700	\$230,548	\$231,999	(\$1,451)	-1%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$158,574	\$232,032	\$73,458	32%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 4,516,700	\$158,574	\$232,032	\$73,458	32%
Operations Margin	\$ -	\$71,974	(\$33)		
% Gain/(Loss)		45%	0%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,100	\$ 6,475	\$650	\$5,825	896%
Impact Fee Interest	0	10	1	9	925%
I.F. Approp. Retained Earnings					
Total IF Revenue	\$ 16,100	\$ 6,485	\$ 651	\$ 5,834	896%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 5,736	\$0	\$ (5,736)	
Total IF Expense	\$ 16,100	\$ 5,736	\$0	\$ (5,736)	
Impact Fee Margin	\$ -	\$ 749	\$ 651	\$ 98	15%
% Gain/(Loss)		13%	100%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 4,532,800	\$237,033	\$232,650	\$4,383	
TOTAL FUND Expense	\$ 4,532,800	\$164,310	\$232,032	\$67,722	
FUND Revenue Less Expense		\$72,723	\$618	\$72,105	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
Month Ending October, 2023

<u>Department</u>	<u>Description</u>	<u>Budgeted*</u>	<u>Paid</u>	<u>last month</u>
51/10-20 Executive/Legislative		500,000	-	-
5130 Finance	Leases	9,100	-	-
5160 Information Technology	Equipment	185,500		
5210 Pub. Safety Admin		-	-	-
5211 Patrol/Fire/Rescue	Equipment	441,800	-	-
5240 Building & Codes	Equipment	225,000	25,000	-
5410 Pub. Works Admin		-	-	-
5412 Pub. Works Blg. Maint		325,000	-	-
5413 Pub. Works Streets	Equipment	85,000	-	-
	Road Improvements Misc.	208,200	-	-
	<i>Gas Tax Financed</i>			
	<i>Appropriated Road Improvements</i>		-	-
	<i>Crosswalks</i>	-	-	-
5720 Parks	Improvements	1,130,000	-	-
	Equipment	14,500		
5751 Community Center		-	-	-
5752 Senior Center		-	-	-
GENERAL FUND TOTAL		3,124,100	25,000	-
401-5350 Sewer Operating	IMPROVEMENTS			
	Sewer Engineering and Project Cost	2,259,400	-	-
	EQUIPMENT	37,000	-	-
		0	-	-
		0	-	-
		0	-	-
		0	-	-
	Capital Offset to Depreciation Exp	(2,296,400)	-	-
401-5351 Sewer Impact Fee		-	-	-
UTILITY FUND TOTAL		-	-	-
GRAND TOTAL		3,124,100	25,000	-

INVESTMENT REPORT
October, 2023

Policy Restrictions

<u>Investment</u>	<u>Invest Class</u>	<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	76.4%	Yes
Cash & CDs	CASH			None	23.6%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None	0.0%	

Performance @Period Ending: October, 2023

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 573	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 573	5.33%	0%
TOTAL SBA						\$ 1,146		0.0%
U.S. Treasury Note	912828U57060	11/30/23	Investment	USGS	General Fund	\$ 2,677,991	2.13%	8%
U.S. Treasury Note	91282CER8060	05/31/24	Investment	USGS	General Fund	\$ 2,638,642	2.88%	8%
U.S. Treasury Bill	912797FK8060	11/16/23	Investment	USGS	General Fund	\$ 3,656,954	4.95%	11%
U.S. Treasury Bill	912797FW2060	01/04/24	Investment	USGS	General Fund	\$ 1,981,156	5.27%	6%
U.S. Treasury Bill	912797GP6060	02/29/24	Investment	USGS	General Fund	\$ 2,718,024	5.36%	8%
U.S. Treasury Bill	912797LL9060	03/21/24	Investment	USGS	General Fund	\$ 3,640,867	5.37%	11%
U.S. Treasury Bill	912797FU6060	12/14/23	Investment	USGS	Sewer Fund	\$ 1,529,271	5.21%	5%
U.S. Treasury Bill	912797GC5060	12/14/23	Investment	USGS	Sewer Fund	\$ 5,217,908	5.28%	16%
U.S. Treasury Bill	912797LL9060	01/11/24	Investment	USGS	Sewer Fund	\$ 1,560,371	5.46%	5%
TOTAL US TREASURIES						\$ 25,621,184		76.4%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 5,221,140	0.00%	16%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,802,566	1.14%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,694	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 715,003	0.00%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,640	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,846	0.15%	0%
TOTAL BANKS						\$ 7,911,837		23.6%

TOTAL CURRENT VALUE @ PERIOD END	\$33,534,167
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	3.6465%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
G.O. Construction & Debt Service Funds	\$ -	\$ -	\$ -	\$ -
General Fund (excl. G.O. Funds)	\$ 22,039,546	\$ 22,691,737	\$ 20,253,479	\$ 22,691,737
Sewer Fund	\$ 11,494,621	\$ 11,378,235	\$ 9,971,432	\$ 11,378,235
TOTAL	\$ 33,534,167	\$ 34,069,972	\$ 30,224,911	\$ 34,069,972
Percent Change for Current	N/A	-1.6%	10.9%	-1.6%

Portfolio Report
October, 2023

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$573	5.60%	\$ 573	\$0	\$32
BoA	Cash-Pool Cash Account (5882)	\$5,221,140	0.00%	\$ 5,221,140	\$0	\$244
	<i>Includes Contraband Pool Cash</i>			\$ 73,572		\$0
	<i>Includes Economic Development Cash</i>			\$ 585,387		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,129,394)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,846	0.15%	\$ 36,846	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$715,003	0.00%	\$ 715,003	\$0	\$0
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (221,204)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,197,709	2.41%	\$ 17,313,634	\$115,924	\$413,707
ALL GENERAL FUND			2.33%	\$ 22,039,546	\$115,924	\$415,943
PRIOR MONTH				\$ 22,691,737		

SEWER OPERATING						
SBA	Investment (032)	\$573	5.60%	\$ 573	\$0	\$32
BoA	Sewer Operating Fund (4319)	\$1,802,566	1.14%	\$ 1,802,566		\$20,549
Seacoast	Cash (4966)	\$22,640	0.15%	\$ 22,640	\$0	\$33
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,279,955		\$0
JP Morgan	US Treasury Securities	\$8,185,846	4.27%	\$ 8,307,550	\$121,704	\$349,131
ALL SEWER OPERATING FUND			4.91%	\$ 11,413,284	\$121,704	\$369,746
PRIOR MONTH				\$ 11,298,604		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,694		\$122
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 70,643		\$0
ALL SEWER IMPACT			0.15%	\$ 81,337	\$0	\$122
PRIOR MONTH				\$ 79,631		

ALL FUNDS			2.34%	\$ 33,534,167	\$237,628	\$785,811
PRIOR MONTH				\$ 34,069,972		
MONTHLY CHANGE				\$ (535,805)		
MONTHLY CHANGE %				-1.6%		

United States Government Securities

October, 2023

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Note (18-month)	912828U57060	06/13/22	11/30/23	\$ 2,685,000	2.125%	\$ 2,683,644	2.13%	\$ 2,677,991	\$ (5,653)	\$ 23,851	\$ 6,111
J.P.Morgan	US Treasury Note (24-month)	91282CER8060	06/10/22	05/31/24	\$ 2,685,000	2.500%	\$ 2,677,957	2.88%	\$ 2,638,642	\$ (39,315)	\$ 28,060	\$ 46,759
J.P.Morgan	US Treasury Bill (6-month)	912797FK8060	05/16/23	11/16/23	\$ 3,665,000		\$ 3,573,654	4.95%	\$ 3,656,954	\$ 83,300		\$ 91,346
J.P.Morgan	US Treasury Bill (6-month)	912797FW2060	07/10/23	01/04/24	\$ 2,000,000		\$ 1,948,867	5.27%	\$ 1,981,156	\$ 32,289		\$ 51,133
J.P.Morgan	US Treasury Bill (6-month)	912797GP6060	08/31/23	02/29/24	\$ 2,767,000		\$ 2,693,636	5.36%	\$ 2,718,024	\$ 24,388		\$ 73,364
J.P.Morgan	US Treasury Bill (6-month)	912797LL9060	09/21/23	03/21/24	\$ 3,718,000		\$ 3,619,952	5.37%	\$ 3,640,867	\$ 20,915		\$ 98,048
ALL GENERAL FUND					\$ 17,520,000		\$ 17,197,709		\$ 17,313,634	\$ 115,924	\$ 51,911	\$ 195,349
PRIOR MONTH									\$ 17,243,242			2.41%

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797FU6060	06/13/23	12/14/23	\$ 1,539,000		\$ 1,499,553	5.21%	\$ 1,529,271	\$ 29,718		\$ 39,447
J.P.Morgan	US Treasury Bill (6-month)	912797GC5060	07/12/23	01/11/24	\$ 5,273,000		\$ 5,134,885	5.28%	\$ 5,217,908	\$ 83,023		\$ 138,115
J.P.Morgan	US Treasury Bill (6-month)	912797LL9060	09/21/23	03/21/24	\$ 1,594,000		\$ 1,551,408	5.46%	\$ 1,560,371	\$ 8,963		\$ 42,592
ALL SEWER OPERATING FUND					\$ 8,406,000		\$ 8,185,846		\$ 8,307,550	\$ 121,704		\$ 220,154
PRIOR MONTH									\$ 8,273,774			4.27%

ALL FUNDS					\$ 25,926,000		\$ 25,383,556		\$ 25,621,184	\$ 237,628		1.71%
PRIOR MONTH									\$ 25,517,016			
MONTHLY CHANGE									\$ 104,168			
MONTHLY CHANGE %									0.4%			

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending November, 2023

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$2,381,357	\$2,246,601	\$134,756	6%
General Obligation Debt Service	\$0	\$0	\$0	
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$2,381,357	\$2,246,601	\$134,756	6%
Sewer Fund Operations	\$514,228	\$396,581	\$117,647	23%
Sewer Fund Restricted Impact Fee	\$6,570	\$0	\$6,570	100%
Sewer Fund Sub-Total	\$520,798	\$396,581	\$124,217	24%
TOTAL ALL FUNDS FISCAL YTD	\$2,902,155	\$2,643,182	\$258,973	9%

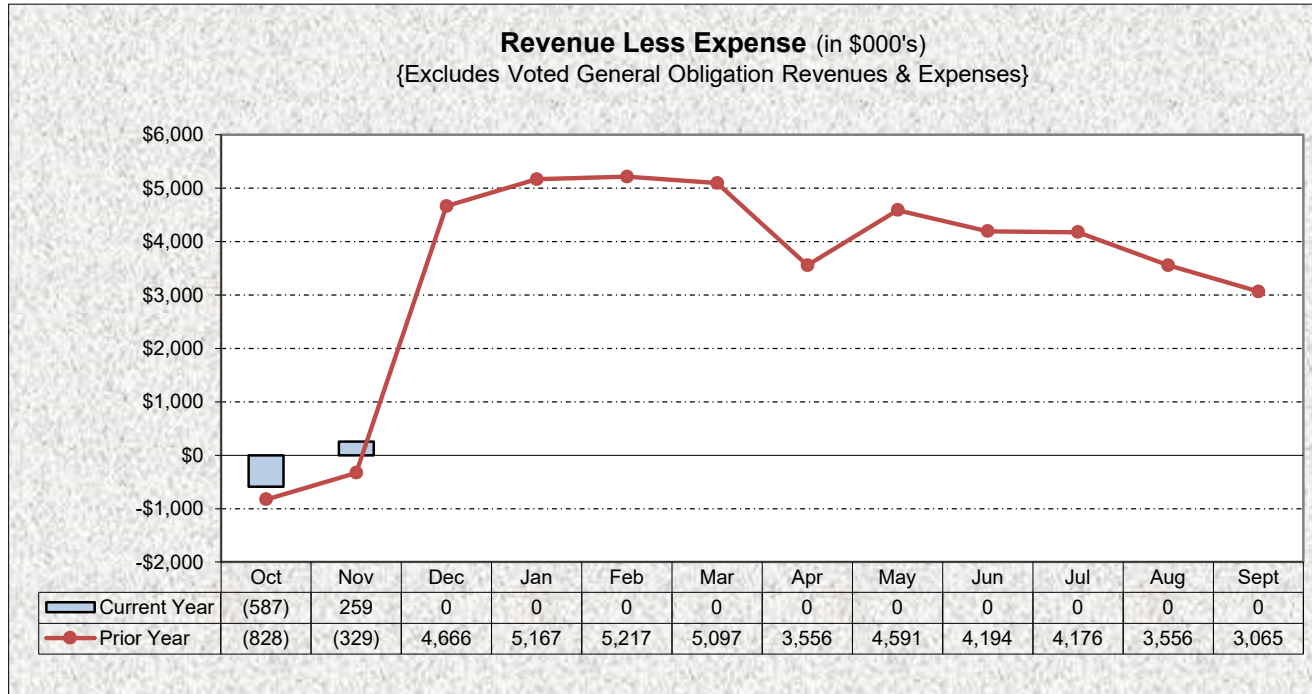
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$22,730,868	\$21,153,754	\$1,577,114	7%
Sewer Fund	\$11,597,014	\$9,995,070	\$1,601,944	16%
Sub-Total Operating Funds	\$34,327,883	\$31,148,824	\$3,179,058	10%
Gen. Obligation [GO] Construction & Debt	\$0	\$0	\$0	0%
TOTAL ALL FUNDS	\$34,327,883	\$31,148,824	\$3,179,058	10%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$39,131	\$218,780	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$385,828)	\$185,903	
PROJECTED FYE NORMALIZED CASH FLOW	(\$346,697)	\$404,683	\$57,987

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

Month Ending November, 2023

NON-G.O. FUNDS	November, 2023		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$19,874	\$2,381	\$1,869	\$513	27%
Utility Fund	\$4,533	\$521	\$510	\$11	2%
Total Revenues & Appropriations	\$24,407	\$2,902	\$2,378	\$524	22%
Expenses ('000s)					
General Fund Less Capital	\$16,640	\$2,181	\$2,335	\$153	7%
General Fund Capital	\$3,234	\$65	\$0	(\$65)	
Utility Fund	\$4,533	\$397	\$372	(\$24)	-7%
Total Expenses & Appropriations	\$24,407	\$2,643	\$2,707	\$64	2%
Revenue Less Expense ('000s)					
General Fund	\$0	\$135	(\$466)	\$601	
Utility Fund	\$0	\$124	\$138	(\$13)	
Revenue Less Expense	\$0	\$259	(\$329)	\$587	



General Fund Detail Budget Report

Month Ending November, 2023

	November, 2023		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	9,171,000	1,252,369	862,465	389,904	45.21%
Business Taxes	101,900	5,357	83,630	(78,273)	-93.59%
Utility Taxes	1,031,800	242,604	100,300	142,304	141.88%
Permits & Franchise Fees	970,600	175,618	20,605	155,013	752.31%
Intergovernmental	1,456,200	111,068	24,623	86,445	351.08%
Donations	-	420	-	420	
Charges for Services	1,951,900	300,112	297,946	2,166	0.73%
Fines & Forfeitures	97,800	5,739	10,476	(4,737)	-45.22%
Non-G.O Interest	495,000	111,876	45,814	66,062	144.20%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	220,500	(4,121)	259,920	(264,041)	-101.59%
Internal Services	1,276,500	180,316	163,000	17,316	10.62%
Non G.O. Transfer In-Fund Balance	3,100,600	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 19,873,800	\$ 2,381,357	\$ 1,868,777	\$ 512,579	27.43%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000	24,410	20,907	(3,503)	-16.75%
Executive	798,400	183,026	129,513	(53,513)	-41.32%
Finance	678,800	81,546	96,283	14,737	15.31%
Legal Counsel	173,300	9,500	32,449	22,949	70.72%
Comp. Planning	125,100	14,808	16,378	1,570	9.59%
Information Technology	628,500	106,608	-	(106,608)	
Other Gov't Services	29,000	1,967	91,913	89,945	97.86%
Public Safety Operations	7,091,300	1,045,599	1,171,392	125,794	10.74%
Building Dept.	672,100	90,863	114,832	23,969	20.87%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,672,900	127,368	136,660	9,292	6.80%
Public Works Operations	1,815,700	235,360	280,623	45,263	16.13%
Inventory	-	-	-	-	
Human Resources	48,400	-	62,844	62,844	100%
Parks & Rec	554,800	112,103	95,691	(16,412)	-17.15%
Community Center	671,200	95,974	85,400	(10,574)	-12.38%
Senior Center	-	-	-	-	
Contingency/Transfers	1,129,400	-	-	-	
Long-Term Debt	344,700	52,276	-	(52,276)	
Non-G.O. Operations Expense	16,639,600	2,181,408	2,334,887	153,478	6.57%
Non-G.O. CAPITAL Expense	3,234,200	65,193	-	(65,193)	
Total Non-G.O. Expense	19,873,800	2,246,601	2,334,887	88,286	
Non-G.O. Revenue Less Expense	\$ -	\$ 134,756	\$ (466,109)	\$ 600,865	129%

Utility Fund Detail Budget Report

Month Ending November, 2023

			VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,301,700	\$510,815	\$506,080	\$4,734	1%
Interest	215,000	3,413	1,362	2,051	151%
Sale of Fixed Assets / Misc.		0	0	0	
Total Operating Revenues	\$ 4,516,700	\$514,228	\$507,442	\$6,786	1%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$396,581	\$372,102	(\$24,480)	-7%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 4,516,700	\$396,581	\$372,102	(\$24,480)	-7%
Operations Margin	\$ -	\$117,647	\$135,341		
% Gain/(Loss)		30%	36%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,100	\$ 6,550	\$2,250	\$4,300	191%
Impact Fee Interest	0	20	8	12	152%
I.F. Approp. Retained Earnings					
Total IF Revenue	\$ 16,100	\$ 6,570	\$ 2,258	\$ 4,312	191%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ -	\$0	\$ -	
Total IF Expense	\$ 16,100	\$ -	\$0	\$ -	
Impact Fee Margin	\$ -	\$ 6,570	\$ 2,258	\$ 4,312	191%
% Gain/(Loss)		100%	100%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 4,532,800	\$520,798	\$509,700	\$11,098	
TOTAL FUND Expense	\$ 4,532,800	\$396,581	\$372,102	(\$24,480)	
FUND Revenue Less Expense		\$124,217	\$137,599	(\$13,382)	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
Month Ending November, 2023

Department	Description	Budgeted*	Paid	last month
51/10-20 Executive/Legislative		500,000	-	-
5130 Finance	Leases	9,100	-	-
5160 Information Technology	Equipment	185,500	-	-
5210 Pub. Safety Admin		-	-	-
5211 Patrol/Fire/Rescue	Equipment	453,000	-	-
5240 Building & Codes	Equipment	225,000	25,000	-
5410 Pub. Works Admin		-	-	-
5412 Pub. Works Blg. Maint		345,000	-	-
5413 Pub. Works Streets	Equipment	85,000	-	-
	Road Improvements Misc.	208,200	-	-
	<i>Gas Tax Financed</i>			
	<i>Appropriated Road Improvements</i>		-	-
	<i>Crosswalks</i>	-	-	-
5720 Parks	Improvements	1,208,900	40,193	-
	Equipment	14,500		
5751 Community Center		-	-	-
5752 Senior Center		-	-	-
GENERAL FUND TOTAL		3,234,200	65,193	-
401-5350 Sewer Operating	IMPROVEMENTS			
	Sewer Engineering and Project Cost	2,259,400	-	-
	EQUIPMENT	37,000	-	-
		0	-	-
		0	-	-
		0	-	-
		0	-	-
	Capital Offset to Depreciation Exp	(2,296,400)	-	-
401-5351 Sewer Impact Fee		-	-	-
UTILITY FUND TOTAL		-	-	-
GRAND TOTAL		3,234,200	65,193	-

INVESTMENT REPORT
November, 2023

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	74.9%	Yes
Cash & CDs	CASH			None	25.0%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None	0.0%	

Performance @Period Ending: November, 2023

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 576	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 576	5.33%	0%
TOTAL SBA						\$ 1,152		0.0%
U.S. Treasury Note	91282CER8	05/31/24	Investment	USGS	General Fund	\$ 2,647,347	2.14%	8%
U.S. Treasury Bill	91279FW2	01/04/24	Investment	USGS	General Fund	\$ 1,990,042	5.15%	6%
U.S. Treasury Bill	91279GP6	02/29/24	Investment	USGS	General Fund	\$ 2,730,735	5.25%	8%
U.S. Treasury Bill	912797L9	03/21/24	Investment	USGS	General Fund	\$ 3,658,423	5.23%	11%
U.S. Treasury Bill	912797GN1	02/15/24	Investment	USGS	General Fund	\$ 3,671,892	5.23%	11%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,684,729	5.12%	8%
U.S. Treasury Bill	912797FU6	12/14/23	Investment	USGS	Sewer Fund	\$ 1,536,081	4.89%	4%
U.S. Treasury Bill	912797GC5	12/14/23	Investment	USGS	Sewer Fund	\$ 5,241,322	5.18%	15%
U.S. Treasury Bill	912797LL9	01/11/24	Investment	USGS	Sewer Fund	\$ 1,567,896	5.35%	5%
TOTAL US TREASURIES						\$ 25,728,467		74.9%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 5,840,719	0.00%	17%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,804,240	1.14%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,704	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 780,160	0.00%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,642	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,850	0.15%	0%
TOTAL BANKS						\$ 8,598,264		25.0%

TOTAL CURRENT VALUE @ PERIOD END	\$34,327,883
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	3.7206%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
G.O. Construction & Debt Service Funds	\$ -	\$ -	\$ -	\$ -
General Fund (excl. G.O. Funds)	\$ 22,730,868	\$ 22,039,546	\$ 21,153,745	\$ 22,691,737
Sewer Fund	\$ 11,597,014	\$ 11,494,621	\$ 9,995,070	\$ 11,378,235
TOTAL	\$ 34,327,883	\$ 33,534,167	\$ 31,148,815	\$ 34,069,972
Percent Change for Current	N/A	2.4%	10.2%	0.8%

Portfolio Report
November, 2023

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$576	5.60%	\$ 576	\$0	\$32
BoA	Cash-Pool Cash Account (5882)	\$5,840,719	0.00%	\$ 5,840,719	\$0	\$273
	<i>Includes Contraband Pool Cash</i>			\$ 73,572		\$0
	<i>Includes Economic Development Cash</i>			\$ 582,495		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,192,350)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,850	0.15%	\$ 36,850	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$780,160	0.00%	\$ 780,160	\$0	\$0
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (221,204)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,290,164	2.83%	\$ 17,383,168	\$93,004	\$488,722
ALL GENERAL FUND			2.48%	\$ 22,730,868	\$93,004	\$490,988
PRIOR MONTH				\$ 22,039,546		

SEWER OPERATING						
SBA	Investment (032)	\$576	5.60%	\$ 576	\$0	\$32
BoA	Sewer Operating Fund (4319)	\$1,804,240	1.14%	\$ 1,804,240		\$20,568
Seacoast	Cash (4966)	\$22,642	0.15%	\$ 22,642	\$0	\$33
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,342,836		\$0
JP Morgan	US Treasury Securities	\$8,185,846	4.14%	\$ 8,345,299	\$159,453	\$339,280
ALL SEWER OPERATING FUND			5.19%	\$ 11,515,593	\$159,453	\$359,914
PRIOR MONTH				\$ 11,413,284		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,704		\$122
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 70,718		\$0
ALL SEWER IMPACT			0.15%	\$ 81,422	\$0	\$122
PRIOR MONTH				\$ 81,337		

ALL FUNDS			2.48%	\$ 34,327,883	\$252,457	\$851,024
PRIOR MONTH				\$ 33,534,167		
MONTHLY CHANGE				\$ 793,716		
MONTHLY CHANGE %				2.4%		

United States Government Securities

November, 2023

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Note (24-month)	91282CER8	06/10/22	05/31/24	\$ 2,685,000	2.500%	\$ 2,678,903	2.14%	\$ 2,647,347	\$ (31,556)	\$ -	\$ 40,219
J.P.Morgan	US Treasury Bill (6-month)	912797FW2	07/10/23	01/04/24	\$ 2,000,000		\$ 1,948,867	5.15%	\$ 1,990,042	\$ 41,175		\$ 51,133
J.P.Morgan	US Treasury Bill (6-month)	912797GP6	08/31/23	02/29/24	\$ 2,767,000		\$ 2,693,636	5.25%	\$ 2,730,735	\$ 37,099		\$ 73,364
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 3,718,000		\$ 3,619,952	5.23%	\$ 3,658,423	\$ 38,472		\$ 98,048
J.P.Morgan	US Treasury Bill (3-month)	912797GN1	11/16/23	02/15/24	\$ 3,713,000		\$ 3,664,289	5.23%	\$ 3,671,892	\$ 7,603		\$ 48,711
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000		\$ 2,684,518	5.12%	\$ 2,684,729	\$ 211		\$ 139,482
ALL GENERAL FUND					\$ 17,707,000		\$ 17,290,164		\$ 17,383,168	\$ 93,004	\$ -	\$ 262,764
									PRIOR MONTH	\$ 17,243,242	2.83%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797FU6	06/13/23	12/14/23	\$ 1,539,000		\$ 1,499,553	4.89%	\$ 1,536,081	\$ 36,529		\$ 39,447
J.P.Morgan	US Treasury Bill (6-month)	912797GC5	07/12/23	01/11/24	\$ 5,273,000		\$ 5,134,885	5.18%	\$ 5,241,322	\$ 106,437		\$ 138,115
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 1,594,000		\$ 1,551,408	5.35%	\$ 1,567,896	\$ 16,488		\$ 42,592
ALL SEWER OPERATING FUND					\$ 8,406,000		\$ 8,185,846		\$ 8,345,299	\$ 159,453		\$ 220,154
									PRIOR MONTH	\$ 8,273,774	4.14%	

ALL FUNDS					\$ 26,113,000		\$ 25,476,010		\$ 25,728,467	\$ 252,457	1.66%	
									PRIOR MONTH	\$ 25,517,016		
									MONTHLY CHANGE	\$ 211,451		
									MONTHLY CHANGE %	0.8%		

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending December, 2023

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$8,531,841	\$3,499,836	\$5,032,005	59%
General Obligation Debt Service	\$0	\$0	\$0	
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$8,531,841	\$3,499,836	\$5,032,005	59%
Sewer Fund Operations	\$843,134	\$717,381	\$125,753	15%
Sewer Fund Restricted Impact Fee	\$8,180	\$0	\$8,180	100%
Sewer Fund Sub-Total	\$851,314	\$717,381	\$133,933	16%
TOTAL ALL FUNDS FISCAL YTD	\$9,383,155	\$4,217,217	\$5,165,938	55%

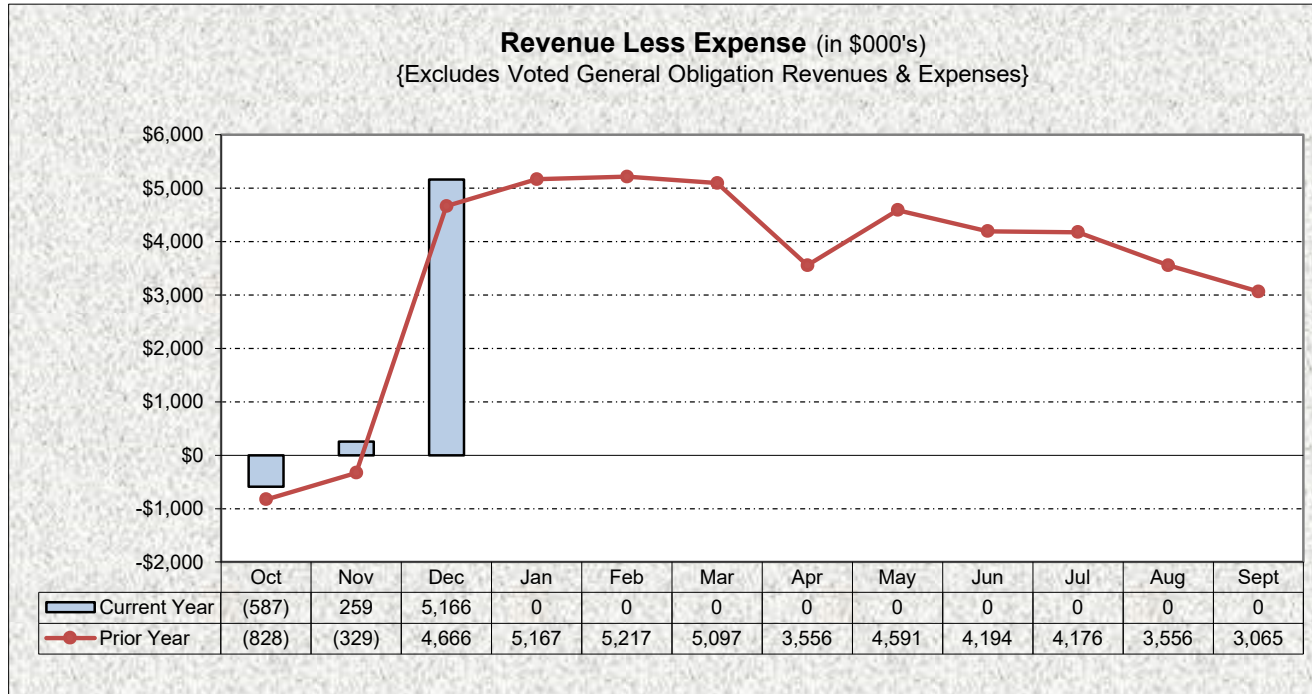
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$28,103,515	\$25,792,206	\$2,311,309	9%
Sewer Fund	\$11,589,015	\$10,025,890	\$1,563,125	16%
Sub-Total Operating Funds	\$39,692,531	\$35,818,096	\$3,874,435	11%
Gen. Obligation [GO] Construction & Debt	\$0	\$0	\$0	0%
TOTAL ALL FUNDS	\$39,692,531	\$35,818,096	\$3,874,435	11%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$5,411,778	\$210,781	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$5,192,473)	\$229,928	
PROJECTED FYE NORMALIZED CASH FLOW	\$219,306	\$440,709	\$660,015

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

Month Ending December, 2023

NON-G.O. FUNDS	December, 2023		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$19,874	\$8,532	\$8,196	\$336	4%
Utility Fund	\$4,533	\$851	\$763	\$89	12%
Total Revenues & Appropriations	\$24,407	\$9,383	\$8,958	\$425	5%
Expenses ('000s)					
General Fund Less Capital	\$16,640	\$3,435	\$3,383	(\$52)	-2%
General Fund Capital	\$3,234	\$65	\$280	\$215	77%
Utility Fund	\$4,533	\$717	\$630	(\$88)	-14%
Total Expenses & Appropriations	\$24,407	\$4,217	\$4,293	\$75	2%
Revenue Less Expense ('000s)					
General Fund	\$0	\$5,032	\$4,533	\$499	
Utility Fund	\$0	\$134	\$133	\$1	
Revenue Less Expense	\$0	\$5,166	\$4,666	\$500	



General Fund Detail Budget Report

Month Ending December, 2023

	December, 2023		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	9,171,000	6,771,748	6,475,788	295,961	4.57%
Business Taxes	101,900	7,235	87,297	(80,061)	-91.71%
Utility Taxes	1,031,800	347,597	200,794	146,803	73.11%
Permits & Franchise Fees	970,600	342,538	170,515	172,023	100.88%
Intergovernmental	1,456,200	186,524	84,437	102,088	120.90%
Donations	-	420	-	420	
Charges for Services	1,951,900	452,833	594,008	(141,175)	-23.77%
Fines & Forfeitures	97,800	16,222	19,312	(3,090)	-16.00%
Non-G.O Interest	495,000	120,942	51,090	69,853	136.73%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	220,500	15,306	267,808	(252,501)	-94.28%
Internal Services	1,276,500	270,474	244,500	25,974	10.62%
Non G.O. Transfer In-Fund Balance	3,100,600	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 19,873,800	\$ 8,531,841	\$ 8,195,548	\$ 336,292	4.10%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000	54,873	31,212	(23,661)	-75.81%
Executive	798,400	242,620	179,061	(63,559)	-35.50%
Finance	678,800	124,523	150,994	26,471	17.53%
Legal Counsel	173,300	19,335	32,632	13,297	40.75%
Comp. Planning	125,100	22,966	24,474	1,508	6.16%
Information Technology	628,500	137,036	-	(137,036)	
Other Gov't Services	29,000	1,967	141,888	139,921	98.61%
Public Safety Operations	7,091,300	1,564,614	1,632,917	68,303	4.18%
Building Dept.	672,100	150,139	157,091	6,952	4.43%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,672,900	256,007	312,648	56,641	18.12%
Public Works Operations	1,815,700	382,686	396,275	13,589	3.43%
Inventory	-	-	-	-	
Human Resources	48,400	-	62,844	62,844	100%
Parks & Rec	554,800	169,419	128,134	(41,286)	-32.22%
Community Center	671,200	153,811	127,022	(26,789)	-21.09%
Senior Center	-	-	-	-	
Economic Development Programs	-	-	5,694	5,694	100.00%
Contingency/Transfers	1,129,400	-	-	-	
Long-Term Debt	344,700	154,645	-	(154,645)	
Non-G.O. Operations Expense	16,639,600	3,434,643	3,382,888	(51,755)	-1.53%
Non-G.O. CAPITAL Expense	3,234,200	65,193	279,591	214,399	
Total Non-G.O. Expense	19,873,800	3,499,836	3,662,479	162,643	
Non-G.O. Revenue Less Expense	\$ -	\$ 5,032,005	\$ 4,533,069	\$ 498,935	11%

Utility Fund Detail Budget Report

Month Ending December, 2023

			VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,301,700	\$821,443	\$739,693	\$81,750	11%
Interest	215,000	21,691	18,284	3,407	19%
Sale of Fixed Assets / Misc.		0	0	0	
Total Operating Revenues	\$ 4,516,700	\$843,134	\$757,977	\$85,157	11%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$703,152	\$630,404	(\$72,749)	-12%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	14,229	0		
Total Operating Expense	\$ 4,516,700	\$717,381	\$630,404	(\$72,749)	-12%
Operations Margin	\$ -	\$125,753	\$127,573		
% Gain/(Loss)		18%	20%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,100	\$ 8,150	\$4,875	\$3,275	67%
Impact Fee Interest	0	30	16	14	90%
I.F. Approp. Retained Earnings					
Total IF Revenue	\$ 16,100	\$ 8,180	\$ 4,891	\$ 3,289	67%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ -	\$0	\$ -	
Total IF Expense	\$ 16,100	\$ -	\$0	\$ -	
Impact Fee Margin	\$ -	\$ 8,180	\$ 4,891	\$ 3,289	67%
% Gain/(Loss)		100%	100%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 4,532,800	\$851,314	\$762,868	\$88,447	
TOTAL FUND Expense	\$ 4,532,800	\$717,381	\$630,404	(\$86,978)	
FUND Revenue Less Expense		\$133,933	\$132,464	\$1,469	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
Month Ending December, 2023

Department	Description	Budgeted*	Paid	last month
51/10-20 Executive/Legislative		500,000	-	-
5130 Finance	Leases	9,100	-	-
5160 Information Technology	Equipment	185,500	-	-
5210 Pub. Safety Admin		-	-	-
5211 Patrol/Fire/Rescue	Equipment	453,000	-	-
5240 Building & Codes	Equipment	225,000	25,000	-
5410 Pub. Works Admin		-	-	-
5412 Pub. Works Blg. Maint		345,000	-	-
5413 Pub. Works Streets	Equipment	85,000	-	-
	Road Improvements Misc.	208,200	-	-
	<i>Gas Tax Financed</i>			
	<i>Appropriated Road Improvements</i>		-	-
	<i>Crosswalks</i>	-	-	-
5720 Parks	Improvements	1,208,900	40,193	-
	Equipment	14,500		
5751 Community Center		-	-	-
5752 Senior Center		-	-	-
GENERAL FUND TOTAL		3,234,200	65,193	-
401-5350 Sewer Operating	IMPROVEMENTS			
	Sewer Engineering and Project Cost	2,259,400	14,229	-
	EQUIPMENT	37,000	-	-
		0	-	-
		0	-	-
		0	-	-
		0	-	-
	Capital Offset to Depreciation Exp	(2,296,400)	(14,229)	-
401-5351 Sewer Impact Fee		-	-	-
UTILITY FUND TOTAL		-	-	-
GRAND TOTAL		3,234,200	65,193	-

INVESTMENT REPORT
December, 2023

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	65.1%	Yes
Cash & CDs	CASH			None	34.9%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None	0.0%	

Performance @Period Ending: December, 2023

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 579	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 579	5.33%	0%
TOTAL SBA						\$ 1,157		0.0%
U.S. Treasury Note	91282CER8	05/31/24	Investment	USGS	General Fund	\$ 2,655,004	2.06%	7%
U.S. Treasury Bill	91279FW2	01/04/24	Investment	USGS	General Fund	\$ 1,999,419	2.62%	5%
U.S. Treasury Bill	91279GP6	02/29/24	Investment	USGS	General Fund	\$ 2,743,532	5.13%	7%
U.S. Treasury Bill	91279LL9	03/21/24	Investment	USGS	General Fund	\$ 3,676,036	5.07%	9%
U.S. Treasury Bill	91279GN1	02/15/24	Investment	USGS	General Fund	\$ 3,689,216	5.05%	9%
U.S. Treasury Bill	91279HP5	11/29/24	Investment	USGS	General Fund	\$ 2,705,380	4.73%	7%
U.S. Treasury Bill	91279FS1	06/13/24	Investment	USGS	Sewer Fund	\$ 1,542,888	5.11%	4%
U.S. Treasury Bill	91279GC5	06/13/24	Investment	USGS	Sewer Fund	\$ 5,266,110	4.28%	13%
U.S. Treasury Bill	91279LL9	01/11/24	Investment	USGS	Sewer Fund	\$ 1,575,444	5.23%	4%
TOTAL US TREASURIES						\$ 25,853,028		65.1%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 11,076,649	0.00%	28%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,805,972	1.14%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,714	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 782,562	0.00%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,645	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,855	0.15%	0%
TOTAL BANKS						\$ 13,838,345		34.9%

TOTAL CURRENT VALUE @ PERIOD END	\$39,692,531
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	2.9181%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
G.O. Construction & Debt Service Funds	\$ -	\$ -	\$ -	\$ -
General Fund (excl. G.O. Funds)	\$ 28,103,515	\$ 22,730,868	\$ 25,792,206	\$ 22,691,737
Sewer Fund	\$ 11,589,015	\$ 11,597,015	\$ 10,025,890	\$ 11,378,235
TOTAL	\$ 39,692,531	\$ 34,327,883	\$ 35,818,096	\$ 34,069,972
Percent Change for Current	N/A	15.6%	10.8%	16.5%

Portfolio Report
December, 2023

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$579	5.60%	\$ 579	\$0	\$32
BoA	Cash-Pool Cash Account (5882)	\$11,076,649	0.00%	\$ 11,076,649	\$0	\$518
	<i>Includes Contraband Pool Cash</i>			\$ 73,572		\$0
	<i>Includes Economic Development Cash</i>			\$ 579,656		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,174,904)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,855	0.15%	\$ 36,855	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$782,562	0.00%	\$ 782,562	\$0	\$0
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (189,761)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,291,123	2.48%	\$ 17,468,587	\$177,464	\$428,016
ALL GENERAL FUND			2.11%	\$ 28,103,515	\$177,464	\$430,526
PRIOR MONTH				\$ 22,730,868		

SEWER OPERATING						
SBA	Investment (032)	\$579	5.60%	\$ 579	\$0	\$32
BoA	Sewer Operating Fund (4319)	\$1,805,972	1.14%	\$ 1,805,972		\$20,588
Seacoast	Cash (4966)	\$22,645	0.15%	\$ 22,645	\$0	\$33
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,292,272		\$0
JP Morgan	US Treasury Securities	\$8,224,779	3.63%	\$ 8,384,442	\$159,662	\$298,447
ALL SEWER OPERATING FUND			4.76%	\$ 11,505,909	\$159,662	\$319,101
PRIOR MONTH				\$ 11,515,593		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,714		\$122
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 72,393		\$0
ALL SEWER IMPACT			0.15%	\$ 83,107	\$0	\$122
PRIOR MONTH				\$ 81,422		

ALL FUNDS			1.89%	\$ 39,692,531	\$337,126	\$749,749
PRIOR MONTH				\$ 34,327,883		
MONTHLY CHANGE				\$ 5,364,648		
MONTHLY CHANGE %				15.6%		

United States Government Securities

December, 2023

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Note (24-month)	91282CER8	06/10/22	05/31/24	\$ 2,685,000	2.500%	\$ 2,679,862	2.06%	\$ 2,655,004	\$ (24,858)	\$ 5,319	\$ 33,480
J.P.Morgan	US Treasury Bill (6-month)	912797FW2	07/10/23	01/04/24	\$ 2,000,000		\$ 1,948,867	2.62%	\$ 1,999,419	\$ 50,552		\$ 51,133
J.P.Morgan	US Treasury Bill (6-month)	912797GP6	08/31/23	02/29/24	\$ 2,767,000		\$ 2,693,636	5.13%	\$ 2,743,532	\$ 49,896		\$ 73,364
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 3,718,000		\$ 3,619,952	5.07%	\$ 3,676,036	\$ 56,084		\$ 98,048
J.P.Morgan	US Treasury Bill (3-month)	912797GN1	11/16/23	02/15/24	\$ 3,713,000		\$ 3,664,289	5.05%	\$ 3,689,216	\$ 24,927		\$ 48,711
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000		\$ 2,684,518	4.73%	\$ 2,705,380	\$ 20,862		\$ 139,482
ALL GENERAL FUND					\$ 17,707,000		\$ 17,291,123		\$ 17,468,587	\$ 177,464	\$ 5,319	\$ 256,025
									PRIOR MONTH	\$ 17,383,168	2.48%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797FS1	12/14/23	06/13/24	\$ 1,579,000		\$ 1,538,486	5.11%	\$ 1,542,888	\$ 4,402		\$ 40,514
J.P.Morgan	US Treasury Bill (6-month)	912797GC5	07/12/23	01/11/24	\$ 5,273,000		\$ 5,134,885	4.28%	\$ 5,266,110	\$ 131,225		\$ 138,115
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 1,594,000		\$ 1,551,408	5.23%	\$ 1,575,444	\$ 24,036		\$ 42,592
ALL SEWER OPERATING FUND					\$ 8,446,000		\$ 8,224,779		\$ 8,384,442	\$ 159,662		\$ 221,221
								PRIOR MONTH	\$ 8,345,299	3.63%		

ALL FUNDS					\$ 26,153,000		\$ 25,515,902		\$ 25,853,028	\$ 337,126	1.49%	
									PRIOR MONTH	\$ 25,728,467		
									MONTHLY CHANGE	\$ 124,561		
									MONTHLY CHANGE %	0.5%		

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending January, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$10,045,141	\$4,649,633	\$5,395,508	54%
General Obligation Debt Service	\$0	\$0	\$0	
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$10,045,141	\$4,649,633	\$5,395,508	54%
Sewer Fund Operations	\$1,092,011	\$922,859	\$169,152	15%
Sewer Fund Restricted Impact Fee	\$8,341	\$4,780	\$3,561	43%
Sewer Fund Sub-Total	\$1,100,352	\$927,639	\$172,713	16%
TOTAL ALL FUNDS FISCAL YTD	\$11,145,493	\$5,577,272	\$5,568,221	50%

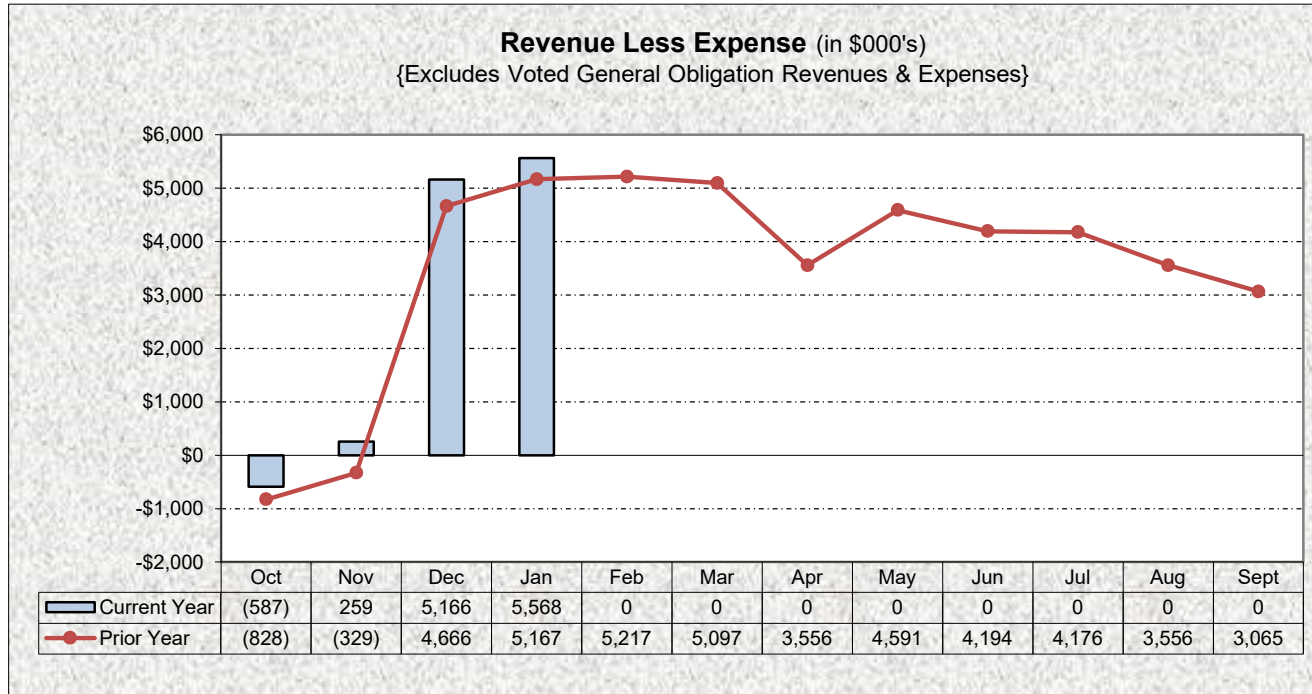
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$27,931,395	\$25,734,887	\$2,196,508	9%
Sewer Fund	\$11,795,424	\$10,053,400	\$1,742,024	17%
Sub-Total Operating Funds	\$39,726,819	\$35,788,287	\$3,938,532	11%
Gen. Obligation [GO] Construction & Debt	\$0	\$0	\$0	0%
TOTAL ALL FUNDS	\$39,726,819	\$35,788,287	\$3,938,532	11%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$5,240,098	\$417,189	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$4,474,812)	\$185,066	
PROJECTED FYE NORMALIZED CASH FLOW	\$765,287	\$602,255	\$1,367,542

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

Month Ending January, 2024

NON-G.O. FUNDS	January, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$19,874	\$10,045	\$9,542	\$504	5%
Utility Fund	\$4,533	\$1,100	\$986	\$114	12%
Total Revenues & Appropriations	\$24,407	\$11,145	\$10,528	\$617	6%
Expenses ('000s)					
General Fund Less Capital	\$16,640	\$4,496	\$4,258	(\$238)	-6%
General Fund Capital	\$3,234	\$154	\$321	\$167	52%
Utility Fund	\$4,533	\$928	\$783	(\$145)	-18%
Total Expenses & Appropriations	\$24,407	\$5,577	\$5,362	(\$215)	-4%
Revenue Less Expense ('000s)					
General Fund	\$0	\$5,396	\$4,963	\$433	
Utility Fund	\$0	\$173	\$203	(\$31)	
Revenue Less Expense	\$0	\$5,568	\$5,166	\$402	



General Fund Detail Budget Report

Month Ending January, 2024

	January, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	9,171,000	7,677,819	7,398,202	279,616	3.78%
Business Taxes	101,900	8,008	94,195	(86,187)	-91.50%
Utility Taxes	1,031,800	439,304	285,219	154,085	54.02%
Permits & Franchise Fees	970,600	379,356	210,001	169,356	80.65%
Intergovernmental	1,456,200	236,589	141,830	94,759	66.81%
Donations	-	420	-	420	
Charges for Services	1,951,900	747,712	735,104	12,608	1.72%
Fines & Forfeitures	97,800	20,122	23,604	(3,482)	-14.75%
Non-G.O Interest	495,000	159,109	57,961	101,148	174.51%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	220,500	16,070	269,516	(253,446)	-94.04%
Internal Services	1,276,500	360,632	326,000	34,632	10.62%
Non G.O. Transfer In-Fund Balance	3,100,600	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 19,873,800	\$ 10,045,141	\$ 9,541,631	\$ 503,510	5.28%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000	62,788	60,049	(2,739)	-4.56%
Executive	798,400	290,692	227,758	(62,934)	-27.63%
Finance	678,800	164,536	190,175	25,638	13.48%
Legal Counsel	173,300	29,532	45,675	16,143	35.34%
Comp. Planning	125,100	25,987	32,201	6,214	19.30%
Information Technology	628,500	160,441	-	(160,441)	
Other Gov't Services	29,000	2,435	158,400	155,965	98.46%
Public Safety Operations	7,091,300	2,038,267	2,055,280	17,013	0.83%
Building Dept.	672,100	203,143	198,854	(4,289)	-2.16%
Emergency Mgmt - Hurricanes	-	-	116,004	116,004	100.00%
Phy. Envir. -- Solid Waste/Recycle	1,672,900	385,535	317,603	(67,933)	-21.39%
Public Works Operations	1,815,700	497,734	470,866	(26,868)	-5.71%
Inventory	-	-	-	-	
Human Resources	48,400	-	62,844	62,844	100%
Parks & Rec	554,800	201,895	149,587	(52,308)	-34.97%
Community Center	671,200	196,907	166,560	(30,347)	-18.22%
Senior Center	-	-	-	-	
Economic Development Programs	-	-	6,360	6,360	100.00%
Contingency/Transfers	1,129,400	-	-	-	
Long-Term Debt	344,700	236,187	-	(236,187)	
Non-G.O. Operations Expense	16,639,600	4,496,078	4,258,216	(237,862)	-5.59%
Non-G.O. CAPITAL Expense	3,234,200	153,555	320,747	167,192	
Total Non-G.O. Expense	19,873,800	4,649,633	4,578,963	(70,671)	
Non-G.O. Revenue Less Expense	\$ -	\$ 5,395,508	\$ 4,962,668	\$ 432,840	9%

Utility Fund Detail Budget Report

Month Ending January, 2024

			VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,301,700	\$1,068,587	\$959,977	\$108,610	11%
Interest	215,000	23,425	19,700	3,725	19%
Sale of Fixed Assets / Misc.		0	0	0	
Total Operating Revenues	\$ 4,516,700	\$1,092,011	\$979,677	\$112,334	11%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$890,073	\$780,637	(\$109,436)	-14%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	32,786	0		
Total Operating Expense	\$ 4,516,700	\$922,859	\$780,637	(\$109,436)	-14%
Operations Margin	\$ -	\$169,152	\$199,039		
% Gain/(Loss)		18%	25%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,100	\$ 8,300	\$6,775	\$1,525	23%
Impact Fee Interest	0	41	24	16	67%
I.F. Approp. Retained Earnings					
Total IF Revenue	\$ 16,100	\$ 8,341	\$ 6,799	\$ 1,541	23%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 4,780	\$1,912	\$ (2,868)	-150%
Total IF Expense	\$ 16,100	\$ 4,780	\$1,912	\$ (2,868)	-150%
Impact Fee Margin	\$ -	\$ 3,561	\$ 4,887	\$ (1,327)	-27%
% Gain/(Loss)		74%	256%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 4,532,800	\$1,100,352	\$986,476	\$113,876	
TOTAL FUND Expense	\$ 4,532,800	\$927,639	\$782,549	(\$145,090)	
FUND Revenue Less Expense		\$172,713	\$203,927	(\$31,214)	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
Month Ending January, 2024

Department	Description	Budgeted*	Paid	last month
51/10-20 Executive/Legislative		500,000	-	-
5130 Finance	Leases	9,100	-	-
5160 Information Technology	Equipment	185,500	-	-
5210 Pub. Safety Admin		-	-	-
5211 Patrol/Fire/Rescue	Equipment	453,000	-	-
5240 Building & Codes	Equipment	225,000	25,000	-
5410 Pub. Works Admin		-	-	-
5412 Pub. Works Blg. Maint		345,000	-	-
5413 Pub. Works Streets	Equipment	74,000	-	-
	Road Improvements Misc.	208,200	-	-
	<i>Gas Tax Financed</i>			
	<i>Appropriated Road Improvements</i>		-	-
	<i>Crosswalks</i>	-	-	-
5720 Parks	Improvements	1,219,900	128,555	-
	Equipment	14,500	-	-
5751 Community Center		-	-	-
5752 Senior Center		-	-	-
GENERAL FUND TOTAL		3,234,200	153,555	-
401-5350 Sewer Operating	IMPROVEMENTS			
	Sewer Engineering and Project Cost	2,259,400	14,229	-
	EQUIPMENT	37,000	18,557	-
		0	-	-
		0	-	-
		0	-	-
		0	-	-
	Capital Offset to Depreciation Exp	(2,296,400)	(32,786)	-
401-5351 Sewer Impact Fee		-	-	-
UTILITY FUND TOTAL		-	-	-
GRAND TOTAL		3,234,200	153,555	-

INVESTMENT REPORT
January, 2024

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	65.3%	Yes
Cash & CDs	CASH			None	34.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None	0.0%	

Performance @Period Ending: January, 2024

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 581	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 581	5.33%	0%
TOTAL SBA						\$ 1,163		0.0%
U.S. Treasury Note	91282CER8	05/31/24	Investment	USGS	General Fund	\$ 2,660,772	1.95%	7%
U.S. Treasury Bill	912796Y45	06/27/24	Investment	USGS	General Fund	\$ 2,006,936	5.10%	5%
U.S. Treasury Bill	912797GP6	02/29/24	Investment	USGS	General Fund	\$ 2,755,682	5.10%	7%
U.S. Treasury Bill	912797LL9	03/21/24	Investment	USGS	General Fund	\$ 3,691,740	5.12%	9%
U.S. Treasury Bill	912797GN1	02/15/24	Investment	USGS	General Fund	\$ 3,705,423	4.91%	9%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,714,089	4.81%	7%
U.S. Treasury Bill	912797FS1	06/13/24	Investment	USGS	Sewer Fund	\$ 1,549,356	5.14%	4%
U.S. Treasury Bill	912797JV0	06/13/24	Investment	USGS	Sewer Fund	\$ 5,287,690	5.22%	13%
U.S. Treasury Bill	912797LL9	05/07/24	Investment	USGS	Sewer Fund	\$ 1,582,174	5.38%	4%
TOTAL US TREASURIES						\$ 25,953,864		65.3%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 11,005,498	0.00%	28%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,807,700	1.14%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,724	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 785,415	0.00%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,648	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,859	0.15%	0%
TOTAL BANKS						\$ 13,771,793		34.7%

TOTAL CURRENT VALUE @ PERIOD END	\$39,726,819
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	3.1715%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
G.O. Construction & Debt Service Funds	\$ -	\$ -	\$ -	\$ -
General Fund (excl. G.O. Funds)	\$ 27,931,395	\$ 28,103,515	\$ 25,734,887	\$ 22,691,737
Sewer Fund	\$ 11,795,424	\$ 11,589,016	\$ 10,053,400	\$ 11,378,235
TOTAL	\$ 39,726,819	\$ 39,692,531	\$ 35,788,288	\$ 34,069,972
Percent Change for Current	N/A	0.1%	11.0%	16.6%

Portfolio Report
January, 2024

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$581	5.60%	\$ 581	\$0	\$33
BoA	Cash-Pool Cash Account (5882)	\$11,005,498	0.00%	\$ 11,005,498	\$0	\$515
	<i>Includes Contraband Pool Cash</i>			\$ 73,132		\$0
	<i>Includes Economic Development Cash</i>			\$ 577,117		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,344,391)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,859	0.15%	\$ 36,859	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$785,415	0.00%	\$ 785,415	\$0	\$0
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (190,159)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,343,138	2.75%	\$ 17,534,644	\$191,505	\$476,839
ALL GENERAL FUND			2.35%	\$ 27,931,395	\$191,505	\$479,346
PRIOR MONTH				\$ 28,103,515		

SEWER OPERATING						
SBA	Investment (032)	\$581	5.60%	\$ 581	\$0	\$33
BoA	Sewer Operating Fund (4319)	\$1,807,700	1.14%	\$ 1,807,700		\$20,608
Seacoast	Cash (4966)	\$22,648	0.15%	\$ 22,648	\$0	\$33
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,466,862		\$0
JP Morgan	US Treasury Securities	\$8,362,496	4.23%	\$ 8,419,220	\$56,724	\$354,085
ALL SEWER OPERATING FUND			4.23%	\$ 11,717,012	\$56,724	\$374,759
PRIOR MONTH				\$ 11,505,909		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,724		\$122
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 67,688		\$0
ALL SEWER IMPACT			0.16%	\$ 78,412	\$0	\$122
PRIOR MONTH				\$ 83,107		

ALL FUNDS			2.15%	\$ 39,726,819	\$248,229	\$854,228
PRIOR MONTH				\$ 39,692,531		
MONTHLY CHANGE				\$ 34,288		
MONTHLY CHANGE %				0.1%		

United States Government Securities

January, 2024

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Note (24-month)	91282CER8	06/10/22	05/31/24	\$ 2,685,000	2.500%	\$ 2,680,953	1.95%	\$ 2,660,772	\$ (20,181)	\$ 5,319	\$ 26,608
J.P.Morgan	US Treasury Bill (6-month)	912796Y45	01/04/24	06/27/24	\$ 2,049,000		\$ 1,999,791	5.10%	\$ 2,006,936	\$ 7,146		\$ 49,209
J.P.Morgan	US Treasury Bill (6-month)	912797GP6	08/31/23	02/29/24	\$ 2,767,000		\$ 2,693,636	5.10%	\$ 2,755,682	\$ 62,046		\$ 73,364
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 3,718,000		\$ 3,619,952	5.12%	\$ 3,691,740	\$ 71,789		\$ 98,048
J.P.Morgan	US Treasury Bill (3-month)	912797GN1	11/16/23	02/15/24	\$ 3,713,000		\$ 3,664,289	4.91%	\$ 3,705,423	\$ 41,135		\$ 48,711
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000		\$ 2,684,518	4.81%	\$ 2,714,089	\$ 29,571		\$ 139,482
ALL GENERAL FUND					\$ 17,756,000		\$ 17,343,138		\$ 17,534,644	\$ 191,505	\$ 5,319	\$ 247,230
									PRIOR MONTH	\$ 17,468,587	2.75%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797FS1	12/14/23	06/13/24	\$ 1,579,000		\$ 1,538,486	5.14%	\$ 1,549,356	\$ 10,870		\$ 40,514
J.P.Morgan	US Treasury Bill (4-month)	912797JV0	01/11/24	05/07/24	\$ 5,362,000		\$ 5,272,602	5.22%	\$ 5,287,690	\$ 15,088		\$ 89,398
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 1,594,000		\$ 1,551,408	5.38%	\$ 1,582,174	\$ 30,766		\$ 42,592
ALL SEWER OPERATING FUND					\$ 8,535,000		\$ 8,362,496		\$ 8,419,220	\$ 56,724		\$ 172,504
									PRIOR MONTH	\$ 8,384,442	4.23%	

ALL FUNDS					\$ 26,291,000		\$ 25,705,634		\$ 25,953,864	\$ 248,229	1.70%	
									PRIOR MONTH	\$ 25,853,029		
									MONTHLY CHANGE	\$ 100,835		
									MONTHLY CHANGE %	0.4%		



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 27, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Right-of-Way License Agreement For Monument Sign Installation: Pinchas Mamane, 3348 S. Atlantic Avenue

SYNOPSIS:

Pinchas Mamane, owner of the property located at 3348 S. Atlantic Avenue, has requested authorization from the City to utilize a portion of the northeastern section of the White Cap Avenue right-of-way for the installation of a new monument sign to support the businesses located on the aforementioned property. Mr. Mamane recently commissioned the removal of the prior nonconforming sign for the property, which was located in the exact location where the new sign is proposed to be installed in the subject license agreement. Installing a new monument sign on the property will not meet the City sign code and could provide a safety hazard. Attached is the license agreement drafted by the City Attorney. Among other things, the owner has agreed to the following:

1. Owner shall maintain the right-of-way in a good and serviceable condition.
2. Except for development, permitting or natural disasters, the agreement automatically expires upon the cessation of commercial operations for a period of 180 days in a 12-month period.
3. Owner shall only install a monument sign and incidental improvements required.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

Approval of the Pinchas Mamane and City of Daytona Beach Shores Right-of-Way License Agreement for the installation of a monument sign in the White Cap Avenue right-of-way.

- ATTACHMENT:**
1. License Agreement Pinchas Mamane signed
 2. License Agreement Exhibit A-White Cap Ave & 3348 S. Atlantic Ave Survey
 3. 3348 S. Atlantic Ave Street View

This document prepared by and return to:
Gretchen R.H. Vose, Esq.
Vose Law Firm, LLP
324 W. Morse Blvd.
Winter Park, FL 32789

RIGHT OF WAY LICENSE AGREEMENT
PINCHAS MAMANE AND CITY OF DAYTONA BEACH SHORES

THIS RIGHT OF WAY LICENSE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF DAYTONA BEACH SHORES, a Florida Municipal Corporation, whose address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the GRANTOR, and PINCHAS MAMANE, hereinafter referred to as the GRANTEE, whose address is 835 N. Beach Street, Daytona Beach, Florida 32114 and,.

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant to the GRANTEE a conditional use permit or license for the use of GRANTOR's approximately one hundred (100) foot wide public right-of-way (White Cap Avenue), which is parallel to the east-west property line of GRANTEE'S parcel on its southernmost boundary, provided it is used for monument signage and incidental uses thereto for the property located at 3348 S. Atlantic Avenue (Parcel ID # 5335-03-05-0050). This permit or license is exclusive to the GRANTEE and may not be transferred or assigned without the express written approval of GRANTOR. The GRANTOR expressly reserves use and access of the right-of-way (White Cap Avenue) for other than GRANTEE's use as conditioned herein. The right-of-way is more fully depicted below, to wit:

See Exhibit "A".

TO HAVE AND TO HOLD said license or permit unto said GRANTEE for as long as the business continues its operations as a commercial establishment without disruption (i.e. closed more than a total of 180 consecutive days in a 12 mos. period, except for development or permitting, fire, flood, hurricane or other disaster) and as otherwise limited and conditioned herein. Upon cessation of its business as provided herein, this license or permit automatically expires and the right-of-way reverts to

GRANTOR and GRANTEE shall return the public right-of-way (White Cap Avenue) to its predevelopment condition.

GRANTEE, or others on its behalf, shall have the right to seek required permits and, subject to approval thereof, to build, construct or make, any monument signage improvements to the right-of-way as permitted by the Grantor. Work shall be done in accordance with plans as approved by the building and site improvement permit. The GRANTEE, or others on its behalf, shall apply for normal permits and authorizations required by the land development code and Florida Building Codes for monument signage to the right-of-way and shall pay all associated fees for this development. The GRANTEE shall not build, construct or place, or permit others to build, construct or place, any buildings, structures, fixtures (other than surfacing), landscaping or anything of any nature as would block, obstruct, hinder or interfere with the use of the right-of-way for its intended use under this agreement. GRANTEE, its successors and assigns shall maintain the right-of-way in a good and serviceable condition. If for any reason the GRANTEE does not maintain the right-of-way in good and serviceable condition, the GRANTOR shall give the GRANTEE written notice of the need for repair/maintenance. The GRANTEE shall make all repairs/maintenance within a reasonable time. If GRANTEE does not repair/maintain the right-of-way within a reasonable time GRANTOR may make the repair/maintenance and invoice the GRANTEE, its successors and assigns for the cost of repair/maintenance. The GRANTEE shall pay the GRANTOR for those repairs/maintenance within 30 days of said invoice.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described and that it has the plenary good and lawful right to grant said license or permit to the use of its right-of-way.

GRANTEE shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber, or otherwise transfer this License or any interest therein without the written permission of Grantor.

GRANTEE shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of sovereign immunity on the part of the Grantee or the Grantor.

(SIGNATURE PAGE FOLLOWS)

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

Signed, sealed and delivered
in the presence of witnesses:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Nancy J. Miller, Mayor
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Date: _____

Kurt Swartzlander, City Manager
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Approved as to form and legality:

GRETCHEN R. H. VOSE
City Attorney

OWNER: 3348 S. Atlantic Avenue

Dora Makarova
Witness signature
Printed Name: Dora Makarova
Address: 113 Shady Branch Trail
Ormond Beach FL 32174

by *[Signature]*
PINCHAS MAMANE
Address: 351 Scott St
Ormond Beach FL 32174
Date: 02/06/2024

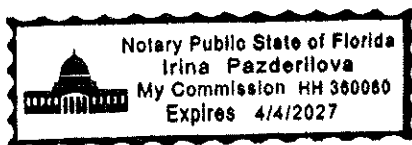
Alex Janus
Witness Signature
Printed name: Alex Janus
Address: 517 Bryant St
Ormond Beach FL 32174

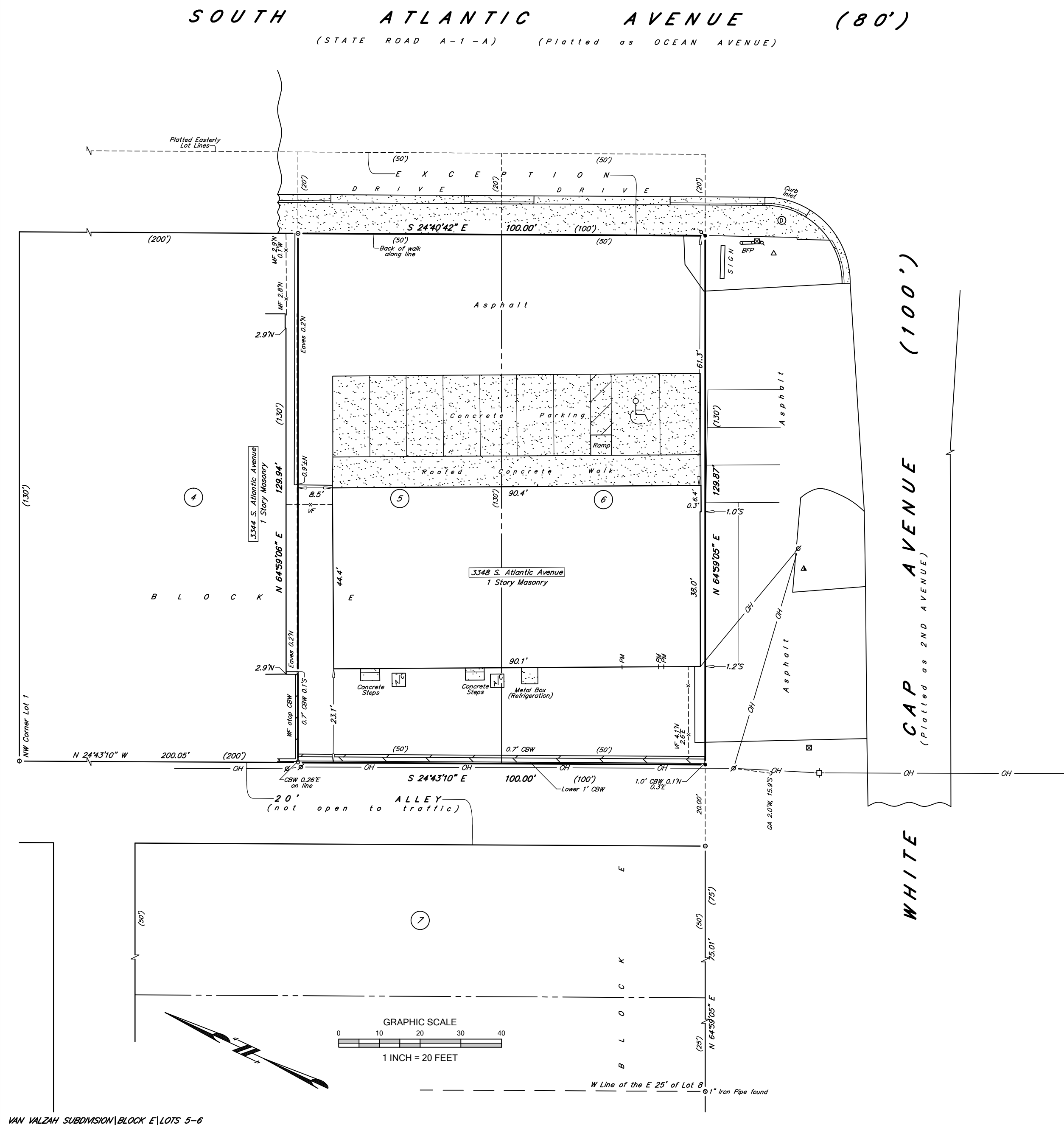
STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or
_____ online notarization, this 6th day of February, 2024, by PINCHAS MAMANE,
who is ☒ personally known to me or _____ who has produced (type of identification) as
identification.

[Notary Seal]

Irina Pazderilova
Notary (Name typed, printed or stamped)
(Title or rank) _____
(Serial number, if any) _____





NOTES:

SCALE: 1" = 20'

- – 1/2" Iron Rod and Cap LB6883 set at corner (5/8" Iron Rod & Cap LB 7129 found 0.12'E & 0.58'N)
 ● – 1/2" Iron Rod & Cap LB6883 set MF – Metal Fence ⊕ – Concrete Utility Pole
 ○ – 1/2" Iron Rod & Cap LB6883 set at corner (bent 5/8" Iron Rod & Cap LB7129 found 1.08'W & 0.96'S – potential overlap)
 ○ – 5/8" Iron Rod & Cap LS3254 found VF – Vinyl Fence ⚡ – Wood Utility Pole
 ○ – 5/8" Iron Rod and illegible Cap found WF – Wood Fence ▲ – Telephone Box
 PSM – Professional Surveyor & Mapper GA – Guy Anchor Δ – Telephone
 LB – Licensed Business PM – Power Meter ⊗ – Storm Manhole
 LS – Licensed Surveyor ☒ – Water Meter
 No overhead or underground features shown except as noted. ⚓ – Water Valve

3348 S. Atlantic Avenue: SRA1A Street View



Source: GoogleMaps, 2022



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 27, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Gwyn Herstein, Code Enforcement Coordinator

SUBJECT: Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - GEL Recycling, LLC

SYNOPSIS:

Complete application submitted to continue as a non-exclusive construction & demolition debris and recyclables removal franchise - GEL Recycling, LLC

FISCAL IMPACT STATEMENT:

BACKGROUND:

This will be GEL Recycling, LLC's second year as a Daytona Beach Shores non-exclusive franchisee, if approved.

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval of the subject franchise renewal application.

ATTACHMENT: 1. Gel Recycling



City of Daytona Beach Shores
Community Services Department
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377
Fax (386) 763-5370

RECEIVED
FEB 14 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

NON-EXCLUSIVE FRANCHISE APPLICATION

CONSTRUCTION AND DEMOLITION DEBRIS AND/OR RECYCLABLES COLLECTION

Applicant (Business): GEL Recycling LLC
Business Address: 1200 S Leavitt Ave Orange City, FL 32763
Business Phone: 386-775-5385
Authorized Rep. Name & Title: Milton E Evans Jr President
Authorized Rep. Contact Phone: 386-775-5385

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
- ☒ **Annual Application/Renewal Fee** of \$1,000.00 **#1958**
- ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
- ☒ **Performance Bond** in the amount of \$10,500.00.
- ☒ **Business Tax Receipt:** current, in the company's name
- ☒ **Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- ☒ **Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

The below statements require the applicant to read and initial the corresponding line:

ME **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and all applicable administrative rules.

11/12

I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

ME

I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

ME

I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

ME

I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

Milton E. Evans Jr

Signature of Applicant

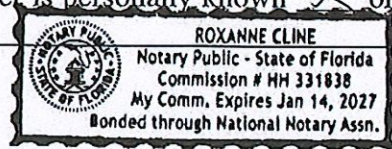
President

Type of Authority for Business Named Above (E.g. Officer, Trustee)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization this 13th day of February, 2024 by Milton E. Evans Jr (Name of Person) as Owner. The signer is personally known X or has produced the following identification _____

[Signature]
Signature of Notary Public



☒ Documentation reviewed as complete by the Community Services Director:

[Signature] on 2-19-24
Stewart Cruz Date

☒ Approved for City Commission Agenda Inclusion by the City Manager:

[Signature] on 2/21/24
Kurt Swartzlander Date

Action Taken by City Commission on _____ - Approved Denied Continued
Date

RECEIVED
FEB 14 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Page 3 of 7



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 27, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Settlement Agreement and Release Bailey V Miralev

SYNOPSIS:

For consideration is a Settlement Agreement and Release for Robert H. Bailey, Jr., vs. Miralev, Inc., Miralev, LLC, a Florida Limited Liability Company and City of Daytona Beach Shores, (Case No. 2023 11911-CIDL in the Circuit Court, Seventh Judicial Circuit, in and for Volusia County) .

FISCAL IMPACT STATEMENT:

This case involves a mortgage foreclosure and whether three code enforcement liens have priority over the mortgage. The amounts of the liens and the fiscal impact on the City is discussed below.

BACKGROUND:

The case involves foreclosure of a mortgage on the property located at 2020 South Atlantic Avenue. There are three code enforcement liens filed against the property. The issue in the lawsuit involves whether the City's liens have priority over the mortgage. The liens are as follows:

- (1) \$6,052.62 (fine of \$5,900 plus administrative costs of \$152.62) recorded May 1, 2012;
- (2) \$59,369.91 (fine of \$59,000.00 plus administrative costs of \$369.91) recorded March 29, 2019;
- and,
- (3) a code enforcement lien recorded on February 1, 2021, which is accruing at \$250 per day.

The Plaintiff recorded a mortgage in the amount of \$388,067 on January 18, 2019 (which is after the first lien was recorded but before the second and third liens were recorded). The City argued that although the second and third liens were recorded after the mortgage, they have priority based on the unusual facts of the case. The Plaintiff in the case was the property owner's attorney during the code enforcement proceedings and the mortgage stems from a defaulted loan to his client. The City asserted that the Plaintiff had "unclean hands" because he knew of the existing code enforcement liens when he loaned his client money and that he could not "collaterally attack" the liens in a later foreclosure proceeding. A hearing was held on January 4, 2023, and the judge determined that the Plaintiff engaged in no wrongdoing; therefore, the City's "unclean hands" argument failed. The judge also determined that the City's "collateral attack" argument failed because at issue was the priority of the liens rather than the validity of the liens. The Settlement Agreement and Release stipulates that

the first lien will be satisfied prior to the foreclosure and sale of the property. Any proceeds remaining after paying the \$388,067 mortgage will be applied to satisfy the second and third liens. The Property remains in non-compliance, so the City may initiate new code enforcement proceedings if necessary.

LEGAL REVIEW:

The City Attorney recommends approval of the Settlement Agreement and Release.

RECOMMENDATION:

SUGGESTED MOTION:

I move to approve/not approve the Settlement Agreement and Release”

ATTACHMENT: 1. Settlement Agreement Bailey vs Miralev

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into between Plaintiff, ROBERT H. BAILEY, JR., (hereinafter “BAILEY”), and Defendant, CITY OF DAYTONA BEACH SHORES, a Florida Municipal Corporation (hereinafter “CITY OF DBS”). Collectively, BAILEY AND CITY OF DBS shall be referred to as the “PARTIES”. In this Agreement, “the parties” shall at all times include any and all related entities, corporations, assignees, subcontractors, partnerships and subsidiaries, as well as their respective current and former directors, officers, shareholders, managers, owners, partners, employees, successors in interest, representatives, spouses, heirs, and agents.

W I T N E S S E T H

WHEREAS, Plaintiff filed a complaint on June 15, 2023 seeking to foreclose a mortgage recorded on January 18, 2019 in Official Records Book 7646, Page 2280 of the Public Records of Volusia County, Florida. The litigation matter is described as *Robert H. Bailey, Jr., vs. Miralev, Inc., a dissolved Florida Profit Corporation, Miralev, LLC, a Florida Limited Liability Company and City of Daytona Beach Shores, a Florida Municipal Corporation*, Case No. 2023 11911-CIDL in the Circuit Court, Seventh Judicial Circuit, in and for Volusia County (“2023 Litigation”).

WHEREAS, Defendant, CITY OF DBS issued a Findings of Fact, Conclusions of Law and Order, recorded on May 1, 2012, in Official Records Book 6706, at Page 2334 of the Public Records of Volusia County, Florida.

WHEREAS, Defendant, CITY OF DBS issued an Order Imposing Penalty/Lien, recorded on September 28, 2012, in Official Records Book 6763, at Page 3147 of the Public Records of Volusia County, Florida.

WHEREAS, Defendant, CITY OF DBS issued a Findings of Fact, Conclusions of Law and Order, recorded on February 12, 2018, in Official Records Book 7506 at Page 2876 of the Public Records of Volusia County, Florida.

WHEREAS, Defendant, CITY OF DBS issued a Final Order Imposing Fine/Lien recorded March 29, 2019, in Official Records Book 7674, at Page 466 of the Public Records of Volusia County, Florida (the.

WHEREAS, Defendant, CITY OF DBS issued a Final Order Imposing Fine/Lien recorded March 29, 2019, in Official Records Book 7674, at Page 468 of the Public Records of Volusia County, Florida.

WHEREAS, Defendant, CITY OF DBS issued a Findings of Fact, Conclusions of Law and Order recorded on January 4, 2021, in Official Records Book 7966, at Page 3298 of the Public Records of Volusia County, Florida.

WHEREAS, Defendant, CITY OF DBS issued an Order Imposing Fine/Lien recorded February 1, 2021, in Official Records Book 7981, at Page 3392 of the Public Records of Volusia County, Florida.

WHEREAS, BAILEY challenged the CITY OF DBS's claim to liens in priority of the mortgage through filing his Motion for Partial Summary Judgment.

WHEREAS, the Motion for Partial Summary Judgment came before hearing on January 4, 2024, and the court found that a second order imposing the fine and lien is required by section 162.09(3), Florida Statutes.

WHEREAS, the Court found that the Order Imposing Penalty/Lien recorded on September 28, 2012, in Official Records Book 6763 at Page 3147 in Official Records of Volusia County, Florida (fine of \$5,900 plus administrative costs of \$152.62) totaling \$6,052.62 has priority of BAILEY's mortgage.

WHEREAS, the Court found that BAILEY's mortgage is superior to the lien created by the City of DBS's code enforcement board and recorded on February 12, 2018 in Official Records Book 7506 at Page 2876 of the Public Records of Volusia County, Florida.

WHEREAS, the Court found that the Order Imposing Penalty/Lien recorded on September 28, 2012, in Official Records Book 6763 at Page 3147 in Official Records of Volusia County, Florida (fine of \$5,900 plus administrative costs of \$152.62) totaling \$6,052.62 has priority of BAILEY's mortgage.

WHEREAS, the Court found that the BAILEY's mortgage is superior to the lien created by the City of DBS's code enforcement board and recorded on March 29, 2019 totaling \$59,369.91 (fine of \$59,000.00 plus administrative costs of \$369.91) in Official Records Book 7674, at Page 466 of the Public Records of Volusia County, Florida.

WHEREAS, the Court rejected CITY OF DBS's argument that BAILEY is attempting to make an impermissible collateral attack on Defendant's liens. The Court further stated that Plaintiff is not challenging the validity of Defendant's liens, but rather their priority. Thus, the court concluded that a challenge to the priority of a lien, as opposed to the validity of a lien, can in no way be considered a collateral attack.

WHEREAS, the CITY OF DBS accepts for the purposes of this Agreement that BAILEY's mortgage is superior to the lien created by the City of DBS's code enforcement board and recorded on February 1, 2021, in Official Records Book 7981, at Page 3392 of the Public Records of Volusia County, Florida.

WHEREAS, BAILEY accepts for the purposes of this Agreement that the CITY OF DBS Liens recorded after the mortgage are valid.

WHEREAS, BAILEY and CITY OF DBS prefer to settle their disputes to avoid the uncertainties and expense of litigation.

NOW, THEREFORE, in consideration of all mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is agreed by BAILEY and CITY OF DBS as follows:

1. **Affirmation of Recitals.** The Parties hereto agree, represent and warrant that the recitals set forth above are true and correct, and are incorporated herein by this reference.

2. **Release.** In exchange for the agreements set forth in this Agreement and the mutual promises contained herein, the PARTIES hereby release each other from all claims or demands they now have, or hereafter may have, except as outlined herein.

This release includes, but is not limited to, a release of any rights or claims the parties may have under any federal, state or local laws or regulations, any local ordinances. The City of Daytona Beach Shores also reserves the right to initiate future code enforcement actions for any new or unresolved violations of the real property which is the subject of Plaintiff's Complaint. The parties also agree that this Agreement includes a release from all claims based on theories of contract or tort whether based on common law or otherwise. The parties further release any and all derivative or ancillary claims. The parties also agree that they release and waive the right to institute or have instituted any claims, complaints, or disciplinary proceedings of any kind with any federal, state, local governmental agency or department, or any quasi-governmental or professional association, regulatory body, or any other entity whatsoever. The foregoing list is meant to be illustrative rather than exhaustive.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS RELEASE IS A FULL AND FINAL BAR TO ANY AND ALL CLAIMS OF ANY TYPE THAT THEY MAY NOW HAVE OR THAT MAY HEREAFTER ARISE FOR ACTS OR OMISSIONS OCCURRING FROM THE BEGINNING OF THE WORLD UNTIL THE DATE OF EXECUTION OF THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED HEREIN.

The parties further acknowledge that this release is in no way releasing the obligations that relate to performance of this Agreement until performance of the Agreement is completed.

3. **Consideration.** In consideration for the covenants, releases, and waivers contained herein, BAILEY and CITY OF DBS, agree, as follows:

(a) CITY OF DBS and BAILEY will execute a stipulation to entry of summary judgment in favor of BAILEY, withdrawing all affirmative defenses and finding in favor of BAILEY as to all claims of priority, except as to the September 28, 2012 Lien, which is addressed below. The stipulation will agree that a hearing on the motion for summary judgment is unnecessary unless the Judge requires one.

(b) Prior to the foreclosure sale, Bailey will pay \$6,052.00 to the City of DBS and DBS shall release the September 28, 2012 Lien.

(c) The CITY OF DBS accepts that the mortgage recorded on January 18, 2019, has priority over the lien created by the CITY OF DBS's code enforcement board and recorded on March 29, 2019, totaling \$59,369.91 (the "Second Lien"). The CITY of DBS does not stipulate that the lien is invalid but rather acknowledges that the lien is inferior to the mortgage. Any excess proceeds from the foreclosure and sale of the property shall be used to satisfy this lien accordingly.

(d) The CITY OF DBS accepts that the mortgage recorded on January 18, 2019, has priority over the lien created by the CITY OF DBS's code enforcement board recorded on February 1, 2021 (the "Third Lien"). The CITY OF DBS does not stipulate that the lien is invalid but rather acknowledges that the lien is inferior to the mortgage. Any excess proceeds from the foreclosure and sale of the property shall be used to satisfy this lien accordingly.

(e) BAILEY acknowledges that the Second and Third Liens are valid and enforceable and that any outstanding amounts of fines and costs owed to the City shall be satisfied with any excess funds that remain after the foreclosure and sale of the property.

(f) The CITY OF DBS reserves the right to initiate future code enforcement actions for any new or unresolved violations on the property, but will wait to do so until at least 45 days after a Certificate of Title is issued.

(g) The Parties will otherwise cooperate with each other on the common goal of proceeding to a foreclosure sale as quickly as possible.

4. **Attorney's fees.** The prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to an award of their reasonable attorney's fees and costs. This includes actions regarding entitlement to and the amount of attorney's fees.

5. **No Lawsuits or Claims.** The PARTIES waive the rights and claims set forth above, and also agree not to institute, or have instituted a lawsuit against CITY OF DBS based on any such claims or rights. The PARTIES further acknowledge and agree that with respect to the rights and claims they are waiving, they are waiving not only their rights to recover money or any other relief in any action they might commence, but also their right to recover in any action brought on their behalf by any other party including, but not limited to, any federal, state, or local governmental agency or department. The PARTIES also agree that they are also waiving the right to institute or have instituted any claims, complaints, or disciplinary proceedings of any kind in any quasi-governmental, professional association, regulatory body, or any other entity whatsoever relating to the actions identified above. The PARTIES further acknowledge that this paragraph is in no way releasing the obligations that relate to performance of this Agreement or the Litigation that is the subject of this Agreement until performance of the Agreement is completed.

6. **Adequate Consideration.** The parties agree that the considerations and promises made herein constitute adequate and ample consideration for the rights and claims being waived under this Agreement, and for the obligations imposed upon him by virtue of this Agreement. The

parties further agree that the consideration for the promises made in this Agreement shall be in lieu of any other benefits to which either party may be entitled or may claim to be entitled except as specified herein.

7. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns. This Agreement may be executed in counterparts. Facsimile signatures shall be binding.

8. **Interpretation.** This Agreement shall not be construed or interpreted in a manner adverse to any party on the grounds that such party was responsible for drafting any portion of it.

9. **Governing Law; Venue.** This Agreement shall be governed by and construed according to the laws of the state of Florida, excluding laws related to conflicts of law. Venue shall be in a court of competent jurisdiction in Volusia County, Florida.

10. **Severability.** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other provision, or part thereof, of this Agreement.

11. **Amendments.** BAILEY and CITY OF DBS agree that this Agreement cannot be amended or modified except by a writing executed by all of the parties hereto or their respective administrators, trustees, personal representatives, and successors.

12. **Entire Agreement.** BAILEY and CITY OF DBS agree that this Agreement constitutes their entire and final understanding and agreement with respect to the subject matter hereof.

13. **Acknowledgment.** The parties acknowledge that they have carefully read and understand this Agreement consisting of six (6) pages, and agree that none of the parties has made any representations other than those contained herein. The parties also acknowledge that they enter into this Agreement voluntarily, with full knowledge of its significance, and without any pressure or coercion. The parties further acknowledge that they have had the opportunity to negotiate regarding the terms of this Agreement, and they have received full and adequate legal counsel regarding its terms.

14. **Electronic Signatures.** Facsimile, email or other electronic signatures shall be treated as originals.

(Intentionally left blank)

IN WITNESS WHEREOF, ROBERT H. BAILEY, JR., and CITY OF DAYTONA BEACH SHORES have executed this Settlement Agreement.

ROBERT H. BAILEY, JR.,

Robert H. Bailey, Jr.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 2024 by Robert H. Bailey, Jr. who is personally known to me or who has produced _____ as identification.

Notary Public

(Print, type, or stamp commissioned name of Notary Public)

City of Daytona Beach Shores

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 2024 by _____ the _____ for City of Daytona Beach Shores, who is personally known to me or who has produced _____ as identification.

Notary Public

(Print, type, or stamp commissioned name of Notary Public)



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 27, 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:

[Second Reading]

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 125'. 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:

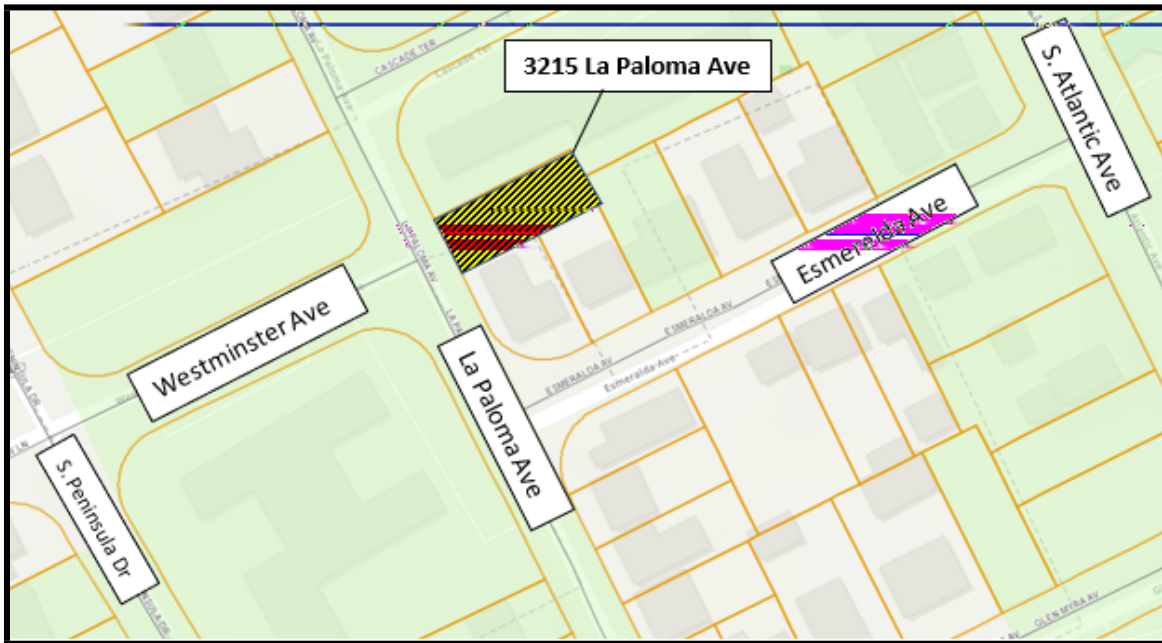
GRETCHEN R. H. VOSE, CITY ATTORNEY

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.)



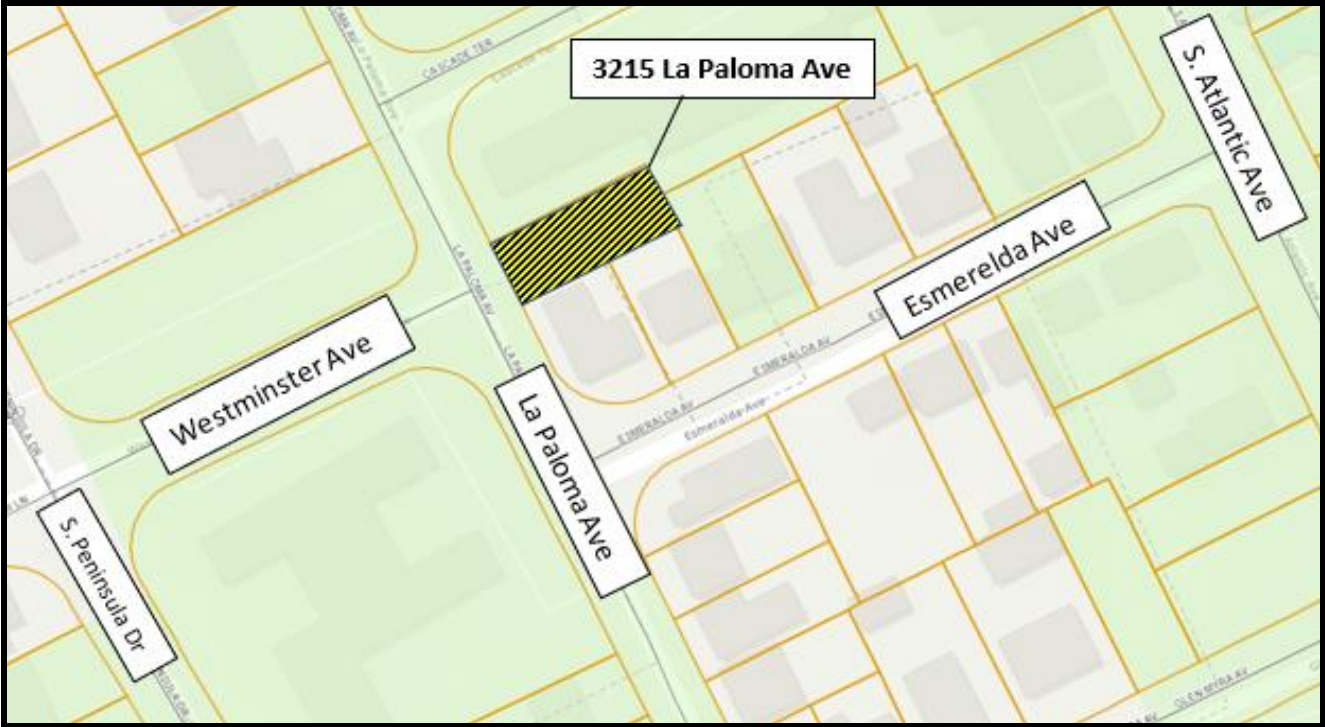
(2) Metes and Bounds Description/Sketch (Attached)

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

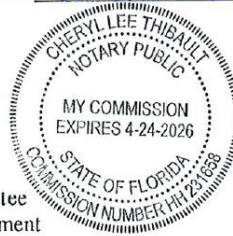
Signature

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

12023042
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)

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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

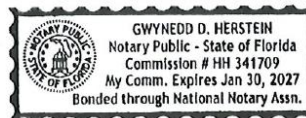
Signature

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

[Select Language](#) | [Y](#)

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



LARRY BARTLETT, JD, CFA
We Value Volusia

[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

[Legal](#)



Property Tax Bill

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 27, 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 2024-02: A Request by B&Y, Inc. To Vacate And Abandon A Portion of Fraile Street (Alley) Right-of-Way

SYNOPSIS:

On November 29, 2023, the City received a partial right-of-way vacation request (attached) from the Cobb & Cole law firm, for and on behalf of B&Y, Inc. and Jodi Tomlinson, owners of the properties located at 2000 & 2006 S. Atlantic Avenue, respectively. The aforementioned properties are located east of Fraile Street. B&Y, Inc. also owns the property located on the west side of Fraile Street between Botefuhr Avenue and Armstrong Street. B&Y, Inc. is seeking redevelopment of its properties into one development. However, Fraile Street, an approximately 20-foot public right-of-way (alley), separates the two B&Y, Inc. properties. In an effort to make a single contiguous development that would meet the City's Land Development Code (LDC), B&Y, Inc. is proposing a partial vacation of 273.56 feet of the Fraile Street right-of-way. In return, B&Y, Inc. agrees to the following:

1. Grant to the city a perpetual 20' public access easement through the parking lot from Botefuhr Avenue south connecting back to Fraile Street;
2. Grant to the city a utility easement over the entire portion of the vacated right-of-way; and
3. Provide five (5) paved off-beach parking spaces along Botefuhr Avenue.
4. Remove the existing beach concession parking vehicles from the southwestern portion of the property. This section shall be seeded and mulched.

If approved, Ordinance 2024-02 would vacate said portion of the Fraile Street right-of-way effective upon the issuance of the certificate of occupancy for the development and prior to the execution of the aforementioned requisite easements and agreements.

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

Fraile Street runs in a north-south direction from Botefuhr Avenue to Park Avenue and is approximately 488 feet in length. There is a city sanitary sewer line running under the right-of-way.

The development proposal will not impact the sewer line. The proposed 20-foot public easement is sufficient for emergency equipment access. The development is for an expansion of the existing gift shop, which, as proposed, would not fully meet the city's LDC regulations. The existing footprint of the existing structure is 3,165 square feet. A 3,292 square feet expansion is proposed. No off-beach parking spaces exist on the southern portion of Botefuhr Avenue and five (5) are proposed as part of this development. All public utilities in the vicinity, excluding the City, have provided letters of no objection to the request.

LEGAL REVIEW:

RECOMMENDATION:

Subject to City Commission Approval.

SUGGESTED MOTION:

Subject to City Commission Approval.

- ATTACHMENT:**
1. ORD2024-02 Fraile Street ROW Vacation Request
 2. Exhibit A-Ordinance 2024-02-Sketch and Legal
 3. Partial Fraile Street ROW Vacation-Application Packet
 4. 1568 CONCEPTUAL PLAN 2-20-24
 5. Business Impact Estimate-Ord. 2024-02 Fraile Street ROW Vacation

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, VACATING AND ABANDONING A PORTION (0.018 ACRES) OF THE FRAILE STREET (ALLEY PER PLAT) RIGHT-OF-WAY TWENTY FEET (20') IN WIDTH, AS SHOWN ON THE PLAT OF MCKEACHIE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 261 AND AMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; PROVIDING FOR CONDITIONS AND THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application was filed with the City Commission of the City of Daytona Beach Shores, Florida, to vacate, and abandon a portion (approximately twenty (20) feet in width by two hundred and thirty six (236) feet in length plus ten (10) feet in width by thirty three (33) feet in length for a total of five thousand and sixty five (5,065) square feet), of the Fraile Street (Alley per plat) right-of-way twenty feet (20') in width, as shown on the plat of MCKEACHIE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 261 AND AMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280 of the Public Records of Volusia County, Florida which property is more specifically described in Exhibit "A"; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida finds that vacating, and abandoning of said right-of-way will not operate to the detriment of the City or the public provided that the conditions and provisions set forth in this Ordinance are imposed relative to the vacation and abandonment action taken herein in order to protect the public interest.

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a) The City Commission of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance, the City staff report and City Commission agenda memorandum relating to the application

relating to the proposed partial vacation and abandonment of the right-of-way as set forth herein.

(b) The City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising and processing this Ordinance.

(c) This Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Daytona Beach Shores*.

SECTION TWO. VACATION OF RIGHT-OF-WAY (PARTIAL)/IMPLEMENTING ACTIONS.

(a) A portion (approximately twenty (20) feet in width by two hundred and thirty six (236) feet in length plus continuous portion that is ten (10) feet in width by thirty three (33) feet in length for a total of five thousand and sixty five (5,065) square feet), of the Fraile Street (Alley per plat) right-of-way twenty feet (20') in width, as shown on the plat of MCKEACHIE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 261 AND AMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280 of the Public Records of Volusia County, Florida; more specifically described in Exhibit "A", be and the same is hereby vacated, and abandoned.

(b) The City Manager, or designee, is hereby authorized to execute any documents necessary to the action taken herein.

(c) The applicant shall pay all costs of the action herein taken to the City prior to this Ordinance being recorded and becoming effective as set forth in Section Six.

(d). As a condition of the action taken in this Ordinance relative to the vacation of the portion of the right-of-way as set forth in Subsection Two(a), the applicant, or such other person(s) and entity(ies) as the City Attorney shall determine, shall grant unto the City, in a form acceptable to the City Attorney, the following:

1. A public utility easement over the portion of the vacated right-of-way.
2. A public access easement through the proposed parking lot.
3. A minimum of five (5) dedicated off beach parking spaces on site.

SECTION THREE: CODIFICATION.

This Ordinance shall not be codified in the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.

SECTION FOUR: CONFLICTS.

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

SECTION FIVE: SEVERABILITY

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

SECTION SIX: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon the Daytona Beach Shores Building Division's issuance of a certificate of occupancy for the construction of a 3,292 square foot commercial gift shop structure addition at the property with Volusia County Short Parcel ID Number 5316-22-00-0020 and the recording of this Ordinance in the Public Records (Land Records) of Volusia County, Florida as authorized by the City Manager.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

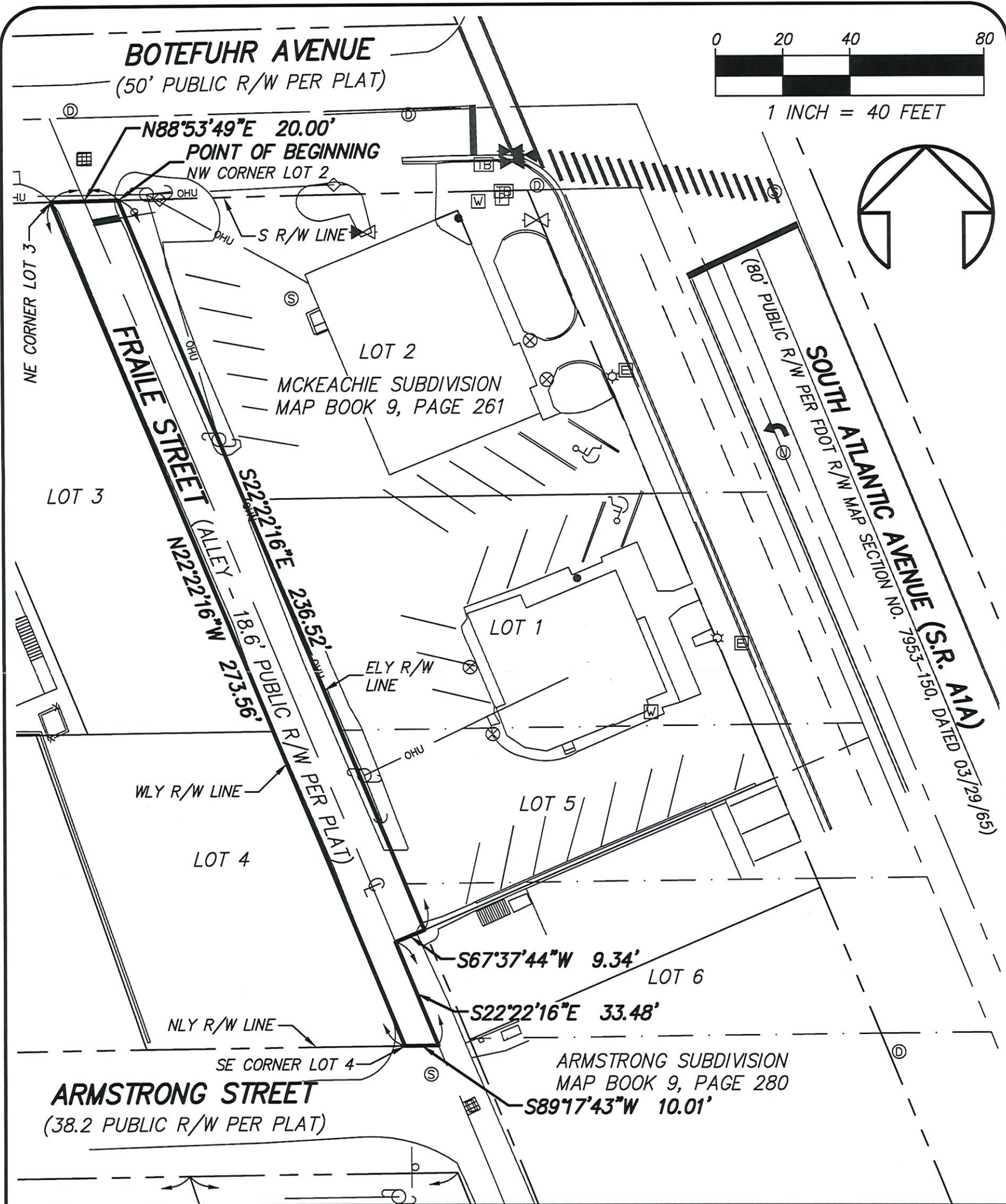
CHERI SCHWAB, CITY CLERK

Approved as to form:

GRETCHEN "BECKY" VOSE, CITY ATTORNEY

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

Enacted on second reading this ____ day of _____, 2024.



MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *

536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (R/W VACATION)

DRAW DATE: 01/28/23

SCALE: 1" = 40'

PROJECT # 1568

F.B./PG.: N/A

FIELD DATE: N/A

CREW: N/A

DRAWN BY: LAT

CHECKED BY: LHD

SHEET 2 OF 2

RECEIVED
JUN 07 2023
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHOLCS

Drawing name: V:\DWGS\1568 Fraile St. Gift Shop - Survey\Civil 3D-DWGS\1568_sursketch.dwg RW VAC Feb 28, 2023 7:46am

LEGAL DESCRIPTION:

A PORTION OF ALLEY AS SHOWN ON THE PLAT OF MCKEACHIE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 261, AND ARMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SAID MCKEACHIE SUBDIVISION, RUN THENCE S22°22'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID ALLEY (A.K.A. FRAILE STREET), A DISTANCE OF 236.52 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN S67°37'44"W, A DISTANCE OF 9.34 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE S22°22'16"E ALONG SAID CENTERLINE, A DISTANCE OF 33.48 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF ARMSTRONG STREET, HAVING A 38.2 FOOT RIGHT-OF-WAY; THENCE S89°17'43"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 10.01 FEET TO THE SOUTHEAST CORNER OF LOT 4, SAID ARMSTRONG SUBDIVISION AND A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY; THENCE N22°22'16"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 273.56 FEET TO THE NORTHEAST CORNER OF LOT 3, SAID MCKEACHIE SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF BOTEFUHR AVENUE; THENCE N88°53'49"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.018 ACRES, MORE OR LESS.

SURVEY NOTES:

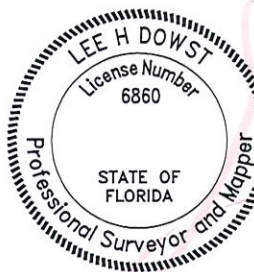
1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF FRAILE STREET (ALLEY), AS BEING S22°22'16"E.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. IMPROVEMENTS SHOWN HEREON WERE OBTAINED FROM A BOUNDARY SURVEY PREPARED BY THIS FIRM, PROJECT NO. 1568, DATED 10/25/22 AND ARE SHOWN FOR INFOMATIONAL PURPOSES ONLY.

LEGEND AND ABBREVIATIONS:

± MORE OR LESS
AC ACRES
CL CENTER LINE
LB LICENSED BUSINESS
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG(S). PAGE/PAGES
PLS PROFESSIONAL LAND SURVEYOR
R/W RIGHT OF WAY
SEC SECTION-TOWNSHIP-RANGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally signed
by Lee H Dowst

Date:
2023.02.28
08:17:45 -05'00'

LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



MARK DOWST & ASSOCIATES, INC.

* ENGINEERS PLANNERS SURVEYORS LB#4335 *

536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

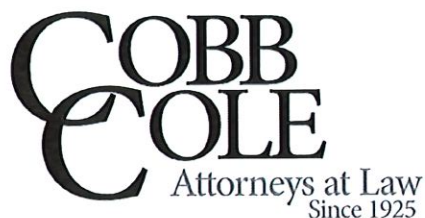
SKETCH AND DESCRIPTION (R/W VACATION)			DRAW DATE: 01/28/23	SCALE: 1" = n/a	PROJECT # 1568
F.B./PG: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 1 OF 2

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JAN 07 2023
DAYTONA BEACH SHORES

413394

Drawing name: V:\DWGS\1568 Fraile St. Gift Shop\Survey\Civil 3D-DWGS\1568_sursketch.dwg RW VAC Feb 28, 2023 7:46am

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznajstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III



OF COUNSEL
Larry D. Marsh

RETIRED
William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

Daytona Beach • DeLand

149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171
CobbCole.com

November 29, 2023

VIA FEDEX

Stewart Cruz, AICP
City Of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, 32118

Re: Petition for Partial Vacation of Plat – Public Rights-of-Way located along Fraile St.

Dear Stewart:

Our firm has the pleasure of representing B and Y Inc., owners of the above-referenced property. The property owners are requesting the vacation of certain right-of-way adjacent to and between their parcels. The existing conditions within the site show asphalt within the parking area that is unstriped and does not create a clear drive aisle. The proposed vacation will allow for relocation of the drive aisle and implementation of parking improvements along both sides of the right-of-way, which will provide updated parking for existing businesses and the opportunity for construction of five additional public parking adjacent to the Botefuhr Avenue right-of-way.

The proposed vacation is one piece of a proposed redevelopment of the property at the southwest corner of Atlantic Avenue and Botefuhr Avenue to allow for its expansion. The proposed changes will move forward concurrent with a site plan review to show the overall area improvements. The proposed redevelopment will include the removal of current beach concession storage within the site, and proposed construction of new parking areas. The redevelopment will be tied to the expansion of the existing gift store within the site, including the installation of additional landscaping along the business and located at the corner of Atlantic Avenue and Botefuhur Avenue. The Applicant is working with City staff to determine if a potential Land Development Code (LDC) text amendment to reduce the required parking for gift stores may also be appropriate for the site and overall City.

We look forward to working with you to bring this project forward.

Sincerely,

Jessica Gow
Direct Dial (386) 323-9225
Email Jessica.Gow@CobbCole.com

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
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Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrl
James P. Love III

COBB COLE

Attorneys at Law
Since 1925

Daytona Beach • DeLand
149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171
CobbCole.com

OF COUNSEL
Larry D. Marsh

RETIRED
William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

June 5, 2023

VIA FEDEX

Stewart Cruz, AICP
City Of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, 32118

Re: Petition for Partial Vacation of Plat -- Public Rights-of-Way located along Fraile St.

Dear Stewart:

Our firm has the pleasure of representing B and Y Inc., owners of the above-referenced property. The property owners are requesting the vacation of certain right-of-way adjacent to and between their parcels. In support of that request, enclosed please find the following documents relating to their Petition for Partial Vacation of Plat:

- Application for Partial Vacation of Plat;
- Application fee in the amount of \$500.00;
- Copy of Fraile St. Sketch and Legal;
- List of Parcels Included in Rezoning;
- Proof of Payment of Taxes;
- Location map; and
- Utility Letters of No Objection, provided by AT&T, City of Daytona Beach, City of Daytona Beach Shores, FPL, and Tecu Peoples Gas.

Please contact me if you have any questions. We look forward to hearing from you.

Sincerely,



Jessica Gow

Direct Dial (386) 323-9225
Email Jessica.Gow@CobbCole.com

JLG: tmn
Enclosures



City of Daytona Beach Shores
Planning & Zoning Division
Department of Community Services
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone 386-763-5376

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JUN 07 2023

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12023029

413394

RIGHT-OF-WAY VACATION APPLICATION

Applicant: Jessica Gow, Esq. OBO B and Y Inc.

Address: 149 S. Ridgewood Ave. Suite 700, Datyona Beach, FL 32114

Phone: 386-323-9226

Fax: _____

Email: Jessica.Gow@cobbcole.com

Adjacent Property 1 Owner(s): B and Y Inc.

Address: 2000 S. Atlantic Ave., Daytona Beach Shores, FL 32118

Parcel No. 531622000020

Phone: _____ Fax: _____

Email: _____

Adjacent Property 2 Owner(s): Angels X LLC

Address: 2006 S. Atlantic Ave, Daytona Beach Shores, 32118

Parcel No.: 531622000010

Phone: _____ Fax: _____

Email: _____

(Provide a separate attachment for additional adjacent properties if necessary)

Legal Description of the proposed right-of-way vacation area *(provide a separate attachment if necessary):*

See Attached

Purpose for the proposed right-of-way vacation:

to Vacate a portion of Public Right-of-Way located alongside the above identified parcels.

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey of the proposed easement vacation area and the adjacent properties
2. A copy of the recorded deeds for the adjacent properties
3. A property tax payment certification or a copy of the total property tax payment receipt for the adjacent properties
4. The application processing and recording fee payment of \$500.00 +costs
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: [Signature] Date: 6/5/23
Printed Name: Jessica Gow

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Adjacent Property 1 Owner Signature: [Signature] Date: 6-1-23
Printed Name: YEHUDA MORAL Date: 6-1-23
Adjacent Property 1 Owner Signature: _____ Date: _____
Printed Name: _____ Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1st day of June, 2023 by Yehuda Moral, who ☐ is personally known to me or ☒ who has produced MI 40-960-55200-01 as identification.

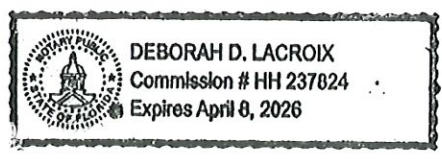


[Signature]
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

Adjacent Property 2 Owner Signature: Jodi Tamlinson Date: 6-1-2023
Printed Name: Jodi Tamlinson Date: 6-1-2023
Adjacent Property 2 Owner Signature: _____ Date: _____
Printed Name: _____ Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1st day of June, 2023 by Jodi Tamlinson, who ☐ is personally known to me or ☒ who has produced T-545-432-70076-0 as identification.



[Signature]
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

Parcels

531622000020

531622000010

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JUN 07 2023

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

413394



WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2022 Paid Real Estate

PROPERTY ADDRESS: 2006 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118
LEGAL DESCRIPTION: LOT 1 EXC R/W MC KEACHIE SUB PLAT 2 MB 9 PG 261& INC IRREG P
 ARCEL IN LOTS 5 & 6 BEING N 5
 See Additional Legal on Tax Roll

ANGELS X LLC
 PO BOX 7198
 DAYTONA BEACH, FL 32116

PARCEL: 531622000010
ALTERNATE KEY : 3415477
MILLAGE CODE: 403
TAX YEAR: 2022

RECEIVED

Paid By JODI TOMLINSON
 03/31/2023 \$4,268.70

Receipt # 415-22-0001111

Pay Online

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

JUN 07 2023

Pay online at vctaxcollector.org/pay
 WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

BUILDING AND CODES DIVISION
TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Mar 31, 2023				
Discount					
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	4.84990	246,101	0	246,101	1,193.57
VOLUSIA COUNTY LIBRARY	0.46350	246,101	0	246,101	114.07
VOLUSIA FOREVER	0.20000	246,101	0	246,101	49.22
VOLUSIA ECHO	0.20000	246,101	0	246,101	49.22
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	246,101	0	246,101	43.83
PONCE INLET PORT AUTHORITY	0.07600	246,101	0	246,101	18.70
SCHOOL	5.48200	253,592	0	253,592	1,390.20
DAYTONA BEACH SHORES	4.63890	246,101	0	246,101	1,141.64
ST JOHNS WATER MANAGEMENT DIST	0.19740	246,101	0	246,101	48.58
FLORIDA INLAND NAVIGATION DIST	0.03200	246,101	0	246,101	7.88
HALIFAX HOSPITAL AUTHORITY	0.86060	246,101	0	246,101	211.79

TOTAL MILLAGE RATE:

17.17840

TOTAL TAXES:

\$4,268.70

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
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TOTAL ASSESSMENTS:

\$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS:

\$4,268.70

Will Roberts - Tax Collector
 123 W. Indiana Ave., Room 103
 DeLand, FL 32720
 (386) 736-5938 | taxcollector@vctaxcollector.org
 PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

Pay online at vctaxcollector.org/pay
2022 Paid Real Estate

PARCEL: 531622000010
ALTERNATE KEY : 3415477
TAX YEAR: 2022

PROPERTY ADDRESS:

2006 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118

ANGELS X LLC
 PO BOX 7198
 DAYTONA BEACH, FL 32116

Please do not staple, tape, or paperclip your payment to this stub. TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Mar 31, 2023				
Please Pay	\$0.00				

TaxSys

PLEASE DO NOT WRITE ON THIS STUB



Receipt # 415-22-0001111
 Paid 03/31/2023

\$4,268.70

Important information – Please read carefully

The statement, “**Prior year taxes are due. Please call (386) 736-5938.**” indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur advertising and auction listing fees. **A tax certificate (lien) also will be sold by June 1.** Payment must be made in certified funds after a tax certificate is issued. Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and **a warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become subject to **seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Tax Collector. For tangible personal property, **if you were the owner as of January 1 of the tax year**, you may be responsible for paying the taxes **even if you have closed the business.**

Notice to taxpayers entitled to homestead exemption: If your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt. The deferred amount will earn interest and **must be paid at a later date.** Information and application to determine eligibility are available at any Tax Collector office location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Tax Collector office by **April 30.** Installment applications can be found online at vctaxcollector.org/pay. To obtain a paper application, please visit vctaxcollector.org/taxes or visit any Tax Collector office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The levying authorities are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address and legal description. You may reach the Property Appraiser's Office at (386) 736-5901 or vcpa@volusia.org.

The **Tax Collector** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities.

Important dates to remember

March 1 Deadline to file for exemptions for the next tax year. Application is filed with the Volusia County Property Appraiser's office.

March 31 Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Tax Collector.

March 31 Last day for full payment without penalty. Also the final day for making partial payments. Unpaid balances become delinquent April 1.

April 30 Deadline for new quarterly installment plan applications for the next tax year. Must be filed with the Tax Collector. No need to reapply if you participated in the plan during the previous tax year and made timely payments.

Important payment information

- Please do not staple, tape, or paperclip your payment to this stub.
- Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.
- Verify that you have signed the check made payable to: **Will Roberts - Tax Collector.**
- Please use the enclosed return envelope if you choose to mail your payment or mail to:

Will Roberts - Tax Collector 123 W. Indiana Avenue Room 103 DeLand, FL 32720

Have your bill sent directly to your inbox!

Visit vctaxcollector.org/pay to sign up.

RECORD AND RETURN TO:

This Instrument Prepared by:

Covenant Closing & Title Services, Inc.
4879 Palm Coast Parkway NW, Unit #5
Palm Coast, Florida 32137

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
[REDACTED] and 531621000050

File No: 20130255

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JUN 07 2023

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

413394

**WARRANTY DEED
(CORPORATION)**

This Warranty Deed Made the 22nd day of August, 2013, by DUSTY INVESTMENTS, INC., a corporation existing under the laws of Florida, and having its place of business at 518 N. Halifax, Daytona Beach, Florida 32118, hereinafter called the grantor,

to ANGEL'S X, LLC, a Florida Limited Liability Company
whose post office address is: P.O. Box 7198, Daytona Beach, Florida 32116,
hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$175,000.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

All of Lot 1, McKeachie Subdivision, according to map recorded in Map Book 9, Page 261, of the Public Records of Volusia County, Florida. Also, that portion of Lots 5 and 6, Armstrong Subdivision, as recorded in Map Book 9, Page 280, of the Public Records of Volusia County, Florida, More particularly described as follows:

Beginning at the Northeast Corner of Lot 5, Armstrong Subdivision, said corner being 173.25 feet Southerly, as measured along Atlantic Ave, of the South Line of Botefuhr Avenue, Thence Westerly along the North Line of Lot 5, a distance of 155 feet to a point which is the Northwest Corner of Lot 5, thence, Southerly and Parallel to Atlantic Ave., along the West Line of Lots 5 and 6, a distance of 65 feet to a point in the West Line of Lot 6, said Point being a distance of 15 feet Southerly of the Northwest Corner of Lot 6, thence Easterly a distance of 143.93 feet to a Point in the West Line of Atlantic Ave., said point being a distance of 5 feet Southerly, as measured along Atlantic Avenue, of the Northeast Corner of Lot 5, thence Northerly 5 Feet along the West Line of Atlantic Avenue, to the Northeast Corner of Lot 5 and to the place of beginning, less that part taken for Atlantic Avenue.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2012, reservations, restrictions and easements of record, if any.
(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature: [Signature]

Printed Name: Raige Reimer

Witness #2 Signature: [Signature]

Printed Name: ERIK PALACIOS

DUSTY INVESTMENTS, INC., A Florida Corporation

BY: [Signature]

Cyril Javurek, President

***TWO SEPARATE WITNESSES REQUIRED**

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 20th day of August, 2013, by Cyril Javurek as President of DUSTY INVESTMENTS, INC.,* on behalf of the corporation. He is personally known to me or who has produced driver license(s) as identification.

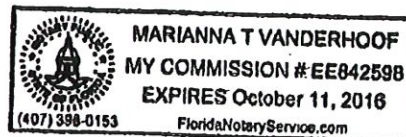
* A Florida Corporation

My Commission Expires:

Marianna T. Vanderhoof
Notary Public

(Notary Seal)

Page 2 of 2 Pages



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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Location Map





WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2022 Paid Real Estate

PROPERTY ADDRESS: 2000 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118
LEGAL DESCRIPTION: LOTS 2 & 3 EXC R/W MC KEACHIE SUB PLAT 2 MB 9 PG 261 & LOT 4
 ARMSTRONG SUB MB 9 PG 280 PER
 See Additional Legal on Tax Roll

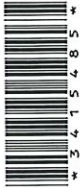
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JUN 07 2023

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

PARCEL: 531622000020
ALTERNATE KEY : 3415485
MILLAGE CODE: 403
TAX YEAR: 2022

Paid By B AND Y INC
 03/07/2023

Receipt # 065-22-0001858



B AND Y INC
 3 SWEET MEADOW CT
 ORMOND BEACH, FL 32174

Pay Online

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

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 WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Mar 31, 2023				
Discount					
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	4.84990	247,282	0	247,282	1,199.29
VOLUSIA COUNTY LIBRARY	0.46350	247,282	0	247,282	114.62
VOLUSIA FOREVER	0.20000	247,282	0	247,282	49.46
VOLUSIA ECHO	0.20000	247,282	0	247,282	49.46
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	247,282	0	247,282	44.04
PONCE INLET PORT AUTHORITY	0.07600	247,282	0	247,282	18.79
SCHOOL	5.48200	261,834	0	261,834	1,435.37
DAYTONA BEACH SHORES	4.63890	247,282	0	247,282	1,147.12
ST JOHNS WATER MANAGEMENT DIST	0.19740	247,282	0	247,282	48.81
FLORIDA INLAND NAVIGATION DIST	0.03200	247,282	0	247,282	7.91
HALIFAX HOSPITAL AUTHORITY	0.86060	247,282	0	247,282	212.81

TOTAL MILLAGE RATE:

17.17840

TOTAL TAXES:

\$4,327.68

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
-------------------	-----------	---------------	--------

TOTAL ASSESSMENTS:

\$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS:

\$4,327.68

Will Roberts - Tax Collector
 123 W. Indiana Ave., Room 103
 DeLand, FL 32720
 (386) 736-5938 | taxcollector@vctaxcollector.org
 PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

Pay online at vctaxcollector.org/pay
2022 Paid Real Estate

PARCEL: 531622000020
ALTERNATE KEY : 3415485
TAX YEAR: 2022



PROPERTY ADDRESS:

2000 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118

B AND Y INC
 3 SWEET MEADOW CT
 ORMOND BEACH, FL 32174

Please do not staple, tape, or paperclip your payment to this stub. TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Mar 31, 2023				
Please Pay	\$0.00				

TaxSys



PLEASE DO NOT WRITE ON THIS STUB

Receipt # 065-22-0001858

\$4,327.68

Paid 03/07/2023

Important information – Please read carefully

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Notice to taxpayers entitled to homestead exemption: If your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt. The deferred amount will earn interest and **must be paid at a later date.** Information and application to determine eligibility are available at any Tax Collector office location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Tax Collector office by **April 30.** Installment applications can be found online at vctaxcollector.org/pay. To obtain a paper application, please visit vctaxcollector.org/taxes or visit any Tax Collector office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

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Important dates to remember

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April 30 Deadline for new quarterly installment plan applications for the next tax year. Must be filed with the Tax Collector. No need to reapply if you participated in the plan during the previous tax year and made timely payments.

Important payment information

- Please do not staple, tape, or paperclip your payment to this stub.
- Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.
- Verify that you have signed the check made payable to: **Will Roberts - Tax Collector.**
- Please use the enclosed return envelope if you choose to mail your payment or mail to:

Will Roberts - Tax Collector 123 W. Indiana Avenue Room 103 DeLand, FL 32720

Have your bill sent directly to your inbox!

Visit vctaxcollector.org/pay to sign up.

executive -

3475 0778

VOLUSIA CO. FL

PREPARED BY:

ROBERT KIT KOREY, FSO, #00039

595 W. Granada Blvd., Ste. A

Ormond Beach, FL 32174

This Indenture,

Made this 23rd day of May

A. D. 19 90

JUN 07 2023

Between SUDER, INC., a Florida corporation
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Volusia
State of Florida party of the first part, and

B AND Y, INC., a Florida corporation
P.O. Box 3539, Ormond Beach, FL 32175-3539
I.D. [REDACTED]

of the County of Volusia and State of Florida
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and no/100----- (\$10.00)----- Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Volusia, State of Florida, to wit:

PARCEL I:

Lots 2 and 3, MC KEACHIE SUBDIVISION, according to the map or plat thereof, as recorded in Map Book 9, Page 261, Public Records of Volusia County, Florida.

PARCEL II:

Lot 4, ARMSTRONG SUBDIVISION, according to the map or plat thereof as recorded in Map Book 9, Page 280, Public Records of Volusia County, Florida.

SUBJECT to taxes for the year 1990 and subsequent years.

SUBJECT to restrictions, easements and reservations of record, if any.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its the day and year above written.

(Corporate Seal)

Attest:

SUDER, INC.

By Deborah K. Suder - President.

Signed, Sealed and Delivered in Our Presence:

Pamela J. Thomas
State of Florida

County of Volusia

REG FEE \$ 6.15
DOC ST \$ 206.25
INT TAX \$
PENALTY \$
INTEREST \$
Clerk Circuit Court Volusia Co. Florida

RECORD PAYMENT AS
ING CALL FOR PLANS
TO BE RECORDED IN
STAMP TACKLED

U. S. Smith

I Hereby Certify, That on this 23rd day of May A. D. 1990, before me personally appeared DEBORAH K. SUDER and

respectively of SUDER, INC., a Florida corporation, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to

B AND Y, INC., a Florida corporation

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at
in the County of Volusia
year last aforesaid.

(NOTARY SEAL)

Ormond Beach
and State of Florida, the day and

Pamela J. Thomas
Notary Public
My Commission Expires: November 20, 1991
Bonded through Troy Felt Insurance, Inc.

RECEIVED

JUN 07 2023

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES
413594

LEGAL DESCRIPTION:

PARCEL I:

LOT 2 MCKEACHIE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 261, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

ALL OF LOT 1, MCKEACHIE SUBDIVISION, ACCORDING TO MAP RECORDED IN MAP BOOK 9, PAGE 261, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALSO, THAT PORTION OF LOTS 5 AND 6, ARMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5, ARMSTRONG SUBDIVISION, SAID CORNER BEING 173.25 FEET SOUTHERLY, AS MEASURED ALONG ATLANTIC AVE, OF THE SOUTH LINE OF BOTEFUHR AVENUE, THENCE WESTERLY ALONG THE NORTH LINE OF LOT 5, A DISTANCE OF 155 FEET TO A POINT WHICH IS THE NORTHWEST CORNER OF LOT 5, THENCE, SOUTHERLY AND PARALLEL TO ATLANTIC AVE., ALONG THE WEST LINE OF LOTS 5 AND 6, A DISTANCE OF 65 FEET TO A POINT IN THE WEST LINE OF LOT 6, SAID POINT BEING A DISTANCE OF 15 FEET SOUTHERLY OF THE NORTHWEST CORNER OF LOT 6, THENCE EASTERLY A DISTANCE OF 143.93 FEET TO A POINT IN THE WEST LINE OF ATLANTIC AVE., SAID POINT BEING A DISTANCE OF 5 FEET SOUTHERLY, AS MEASURED ALONG ATLANTIC AVENUE, OF THE NORTHEAST CORNER OF LOT 5, THENCE NORTHERLY 5 FEET ALONG THE WEST LINE OF ATLANTIC AVENUE, TO THE NORTHEAST CORNER OF LOT 5 AND TO THE PLACE OF BEGINNING, LESS THAT PART TAKEN FOR ATLANTIC AVENUE.



City of Daytona Beach
UTILITIES DEPARTMENT

125 Basin Street, Suite 204
Daytona Beach, FL 32114
(386) 671-8825
ponitzshannon@codb.us

RECEIVED

JUN 07 2023

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

April 3, 2023

413394

Mrs. Jessica Gow
Cobb Cole
149 South Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

Re: Request for "Letter of No Objection"
Fraile Street (Adjacent to Parcel 531622000020 and 531622000010)
Partial ROW Vacation

Dear Mrs. Gow,

The City of Daytona Beach has evaluated the request to release the subject ROW. The City of Daytona Beach has no existing utility infrastructure within Fraile Street.

The City of Daytona Beach Utilities Department has no objection to the requested vacation and City utilities will not be impacted by this vacation.

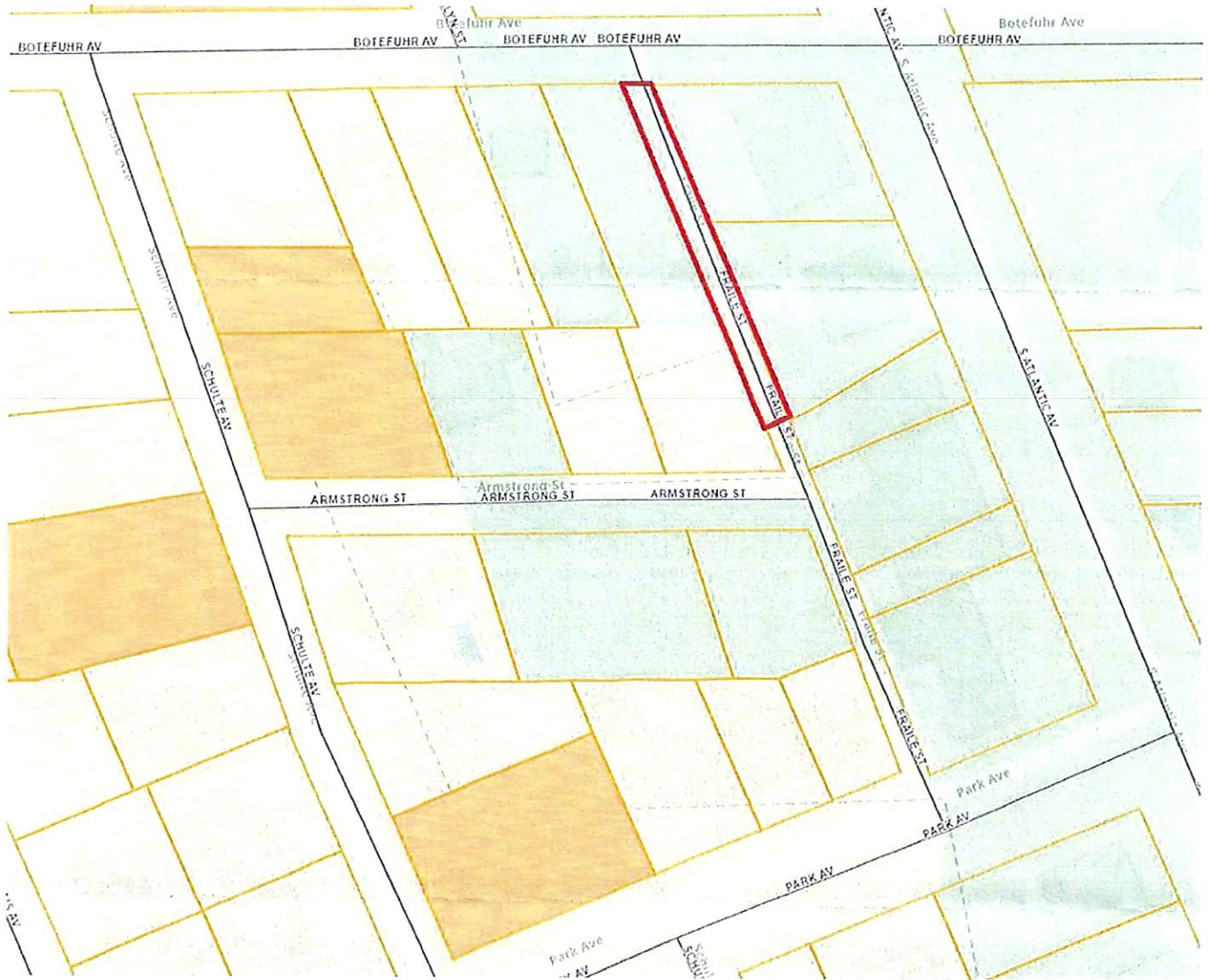
Should you have any questions or concerns, please do not hesitate to contact me at 386-671-8825.

Sincerely,

Shannon Ponitz, P.E.
Utilities Director

Attachments: ROW Exhibit Description

Location Map



LEGAL DESCRIPTION:

A PORTION OF ALLEY AS SHOWN ON THE PLAT OF MCKEACHIE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 261, AND ARMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SAID MCKEACHIE SUBDIVISION, RUN THENCE S22°22'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID ALLEY (A.K.A. FRAILE STREET), A DISTANCE OF 236.52 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN S67°37'44"W, A DISTANCE OF 9.34 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE S22°22'16"E ALONG SAID CENTERLINE, A DISTANCE OF 33.48 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF ARMSTRONG STREET, HAVING A 38.2 FOOT RIGHT-OF-WAY; THENCE S89°17'43"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 10.01 FEET TO THE SOUTHEAST CORNER OF LOT 4, SAID ARMSTRONG SUBDIVISION AND A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY; THENCE N22°22'16"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 273.56 FEET TO THE NORTHEAST CORNER OF LOT 3, SAID MCKEACHIE SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF BOTEFUHR AVENUE; THENCE N88°53'49"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.018 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF FRAILE STREET (ALLEY), AS BEING S22°22'16"E.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. IMPROVEMENTS SHOWN HEREON WERE OBTAINED FROM A BOUNDARY SURVEY PREPARED BY THIS FIRM, PROJECT NO. 1568, DATED 10/25/22 AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND AND ABBREVIATIONS:

± MORE OR LESS
AC ACRES
CL CENTER LINE
LB LICENSED BUSINESS
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG(S). PAGE/PAGES
PLS PROFESSIONAL LAND SURVEYOR
R/W RIGHT OF WAY
SEC SECTION-TOWNSHIP-RANGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally signed
by Lee H Dowst

Date:
2023.02.28
08:17:45 -05'00'

LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE
ORIGINAL SIGNATURE AND SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.



MARK DOWST & ASSOCIATES, INC.

* ENGINEERS PLANNERS SURVEYORS LB#4335 *

536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (R/W VACATION)

DRAW DATE: 01/28/23

SCALE: 1" = 1/4"

PROJECT # 1568

F.B./PG.: N/A

FIELD DATE: N/A

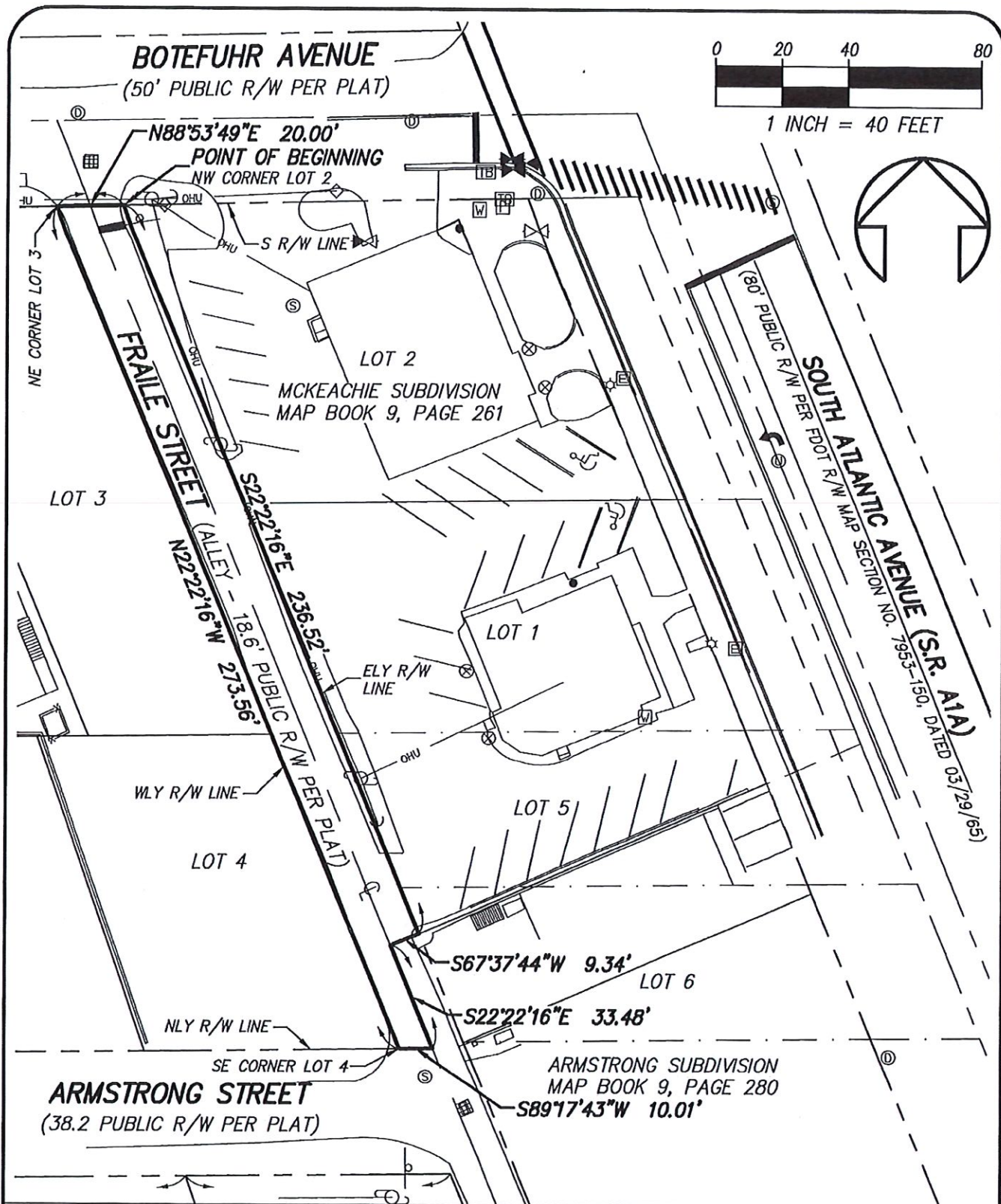
CREW: N/A

DRAWN BY: LAT

CHECKED BY: LHD

SHEET 1 OF 2

Drawing name: V:\DWGS\1568 Fraile St. Glt Shop _Survey\Civil 3D-DWG\1568_sursketch.dwg RW VAC Feb 28, 2023 7:46am



MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *

536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (R/W VACATION)		DRAW DATE: 01/28/23	SCALE: 1" = 40'	PROJECT # 1568
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD
			SHEET 2 OF 2	

Drawing name: V:\DWGS\1568 Fraile St. Gift Shop - Survey\Civil 3D-DWG\1568_sursketch.dwg RW VAC Feb 28, 2023 7:46am



March 29, 2023

To: Jessica Gow
Cobb Cole Attorneys at Law
149 South Ridgewood Ave Suite 700.
Daytona Beach, FL 32114

RE: Partial Right-Of-Way Vacation
Fraile St. Daytona Beach, FL 32118

LEGAL DESCRIPTION:

A PORTION OF ALLEY AS SHOWN ON THE PLAT OF MCKEACHIE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 261, AND ARMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SAID MCKEACHIE SUBDIVISION, RUN THENCE S22°22'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID ALLEY (A.K.A. FRAILE STREET), A DISTANCE OF 236.52 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN S67°37'44"W, A DISTANCE OF 9.34 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE S22°22'16"E ALONG SAID CENTERLINE, A DISTANCE OF 33.48 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF ARMSTRONG STREET, HAVING A 38.2 FOOT RIGHT-OF-WAY; THENCE S89°17'43"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 10.01 FEET TO THE SOUTHEAST CORNER OF LOT 4, SAID ARMSTRONG SUBDIVISION AND A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY; THENCE N22°22'16"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 273.56 FEET TO THE NORTHEAST CORNER OF LOT 3, SAID MCKEACHIE SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF BOTEFUHR AVENUE; THENCE N88°53'49"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the partial vacate of right-of-way at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



March 28, 2023

Cobb Cole Attorneys at Law
149 S Ridgewood Ave, Suite 700
Daytona Beach, FL, 32114

Dear Jessica Gow,

This letter is in response to your request for the release of a platted road right-of-way.

In meeting with your request, FPL has no objection to releasing our rights in the road right-of-way known as "Fraile Street" in Plat Book 9, Page 280 of the Public records of Volusia County .

The release is restricted to the following description: Adjacent to Parcel 531622000020 and 531622000010. Utility access along the corridor must be maintained.

Should you have any questions or concerns, please do not hesitate to contact Greyson Malone at 386-322-3418.

Sincerely,

Joshua Zehnder
Engineering Lead



To:

Jessica Gow
149 South Ridgewood Ave, Suite 700
Daytona Beach, FL 32114
Email: Jessica.Gow@CobbCole.com

March 17, 2023

This is a "Letter of No Objection" to the requested vacation of plat "additional area" indicated on "SEE ATTACHED", located on property in Daytona Beach, Florida. Please accept this letter as notification.

- Fraile St (Adjacent to Parcel 531622000020 and 531622000010 Partial Right-of-Way Vacation

Sincerely,
Darrell Broom
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (404) 285-0458

From: Cruz, Stewart <SCruz@cityofdbbs.org>
Sent: Thursday, March 30, 2023 5:37 PM
To: Jessica Gow <jessica.gow@cobbcole.com>
Subject: Fraile St Request for Release/No Objection

Hello Jessica.

Thank you for your request for a "letter of no objection" dated March 16, 2023 regarding a utility release on Fraile Street in conjunction with a forthcoming partial ROW vacation request. The city currently has gravity main sewer lines in the ground of the subject area. Because the decision to release interest in the subject area is tied to the aforementioned ROW vacation request, which is ultimately a legislative decision, staff cannot issue the requested letter. Instead, this requested release will be considered by the City Commission together with the vacation application in its entirety when submitted.

If you have any questions please feel free to contact me at your convenience.

Thank you.

Stewart Cruz, AICP | Community Services Director

City of Daytona Beach Shores

2990 S. Atlantic Avenue

Daytona Beach Shores, FL 32118

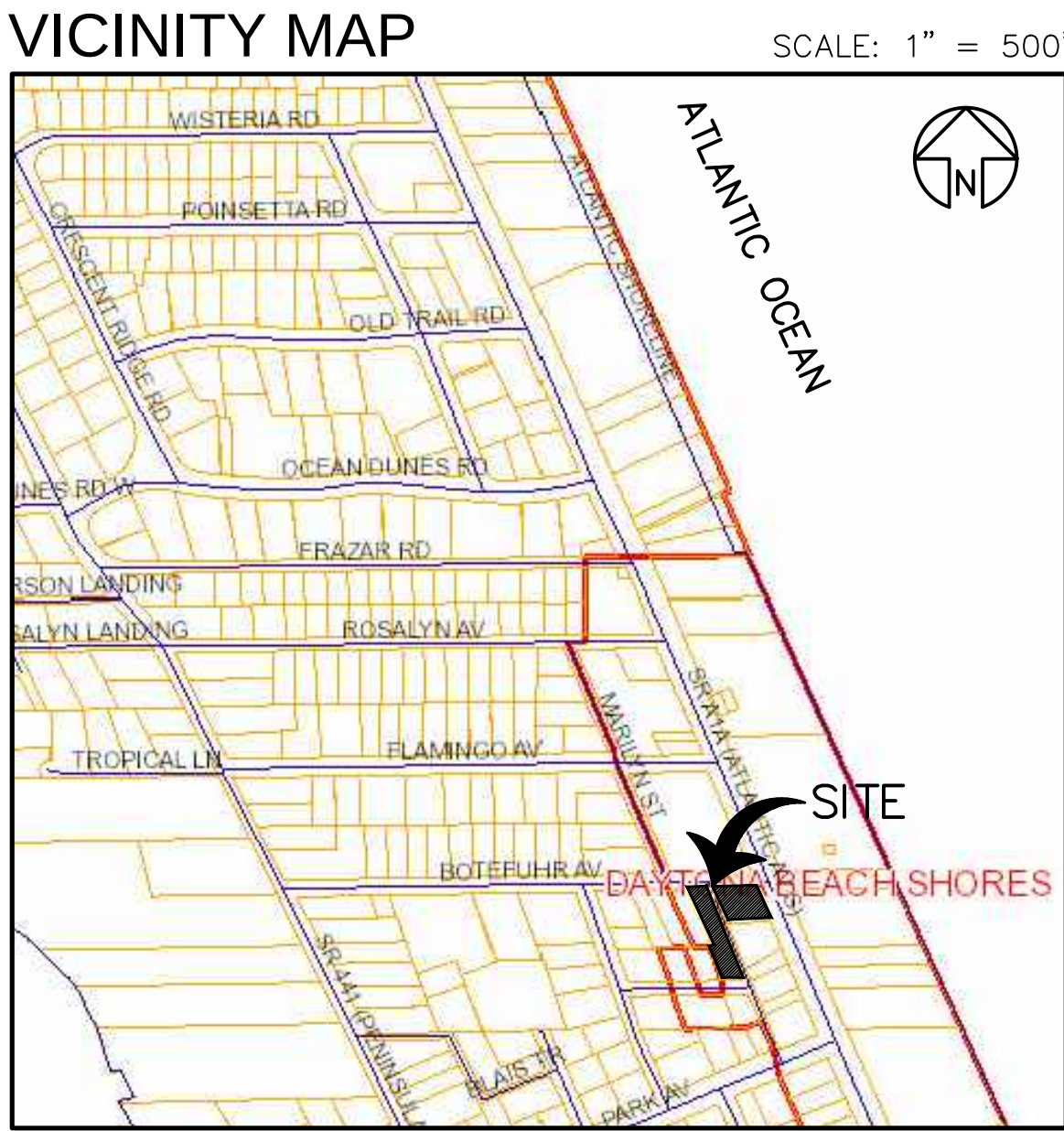
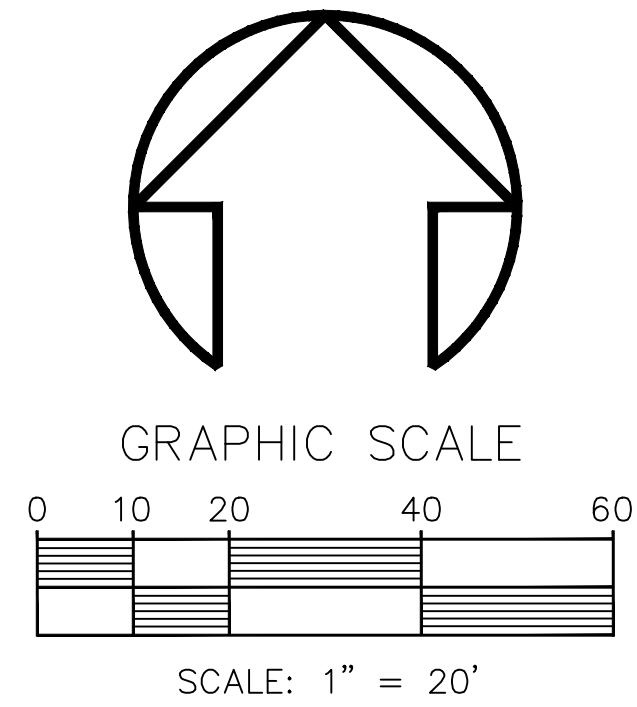
Tel. 386-763-5361

Website: www.dbshores.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.



"Life is Better Here"



SITE DATA:

EXISTING LAND USE: GIFT SHOP WITH PARKING
EXISTING ZONING: GC-RD
FUTURE LAND USE: TOURIST ORIENTED COMMERCIAL
PROPOSED ZONING: GC-RD
TOTAL AREA: 0.70 ACRES
EXISTING BUILDING AREA: 3,165 SF
PROPOSED BUILDING AREA: 3,292 SF

BUILDING SETBACKS:

FRONT = 20'
REAR = 20'
SIDE = 10'
BUILDING HEIGHT = 45'

PARKING REQUIRED: 6,457 SF X 1 SPACE / 250 SF = 26 SPACES
PARKING PROVIDED: 26 SPACES + 5 CITY BEACH SPACES

PROJECT NO.		1		1	
1568		1		1	
1568CON					
CONCEPTUAL PLAN		PROJECT NO.		1	
FRAILE ST GIFT SHOP		DATE		12-03-2021	
DAYTONA BEACH SHORES, FL		BY		DATE	
		DESIGNED		LHD	
		DRAWN		LAT	
		CHECKED		MSD	
		DATE		12-03-2021	
		CONCEPT PLAN			
		ENGINEERS * PLANNERS * SURVEYORS			
		536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999			
		SCALE 1"=20'			
		MARK DOWST & ASSOCIATES, INC.			
		REVISION			
		NO.		DATE	
		APPR.		DATE	
		REVISED PER CITY COMMENTS		2-20-24	
		1		MSD	

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Daytona Beach Shores has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Daytona Beach Shores may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2024-02

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, VACATING AND ABANDONING A PORTION (0.018 ACRES) OF THE FRAILE STREET (ALLEY PER PLAT) RIGHT-OF-WAY TWENTY FEET (20’) IN WIDTH, AS SHOWN ON THE PLAT OF MCKEACHIE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 261 AND AMSTRONG SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 280, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; PROVIDING FOR CONDITIONS AND THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions: None of the below exemptions are applicable to Ordinance 2024-02

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Daytona Beach Shores hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

Proposed Ordinance 2024-02 serves to protect the public health, safety, morals and welfare by vacating a portion (5,065 square feet) of the Fraile Street right of way for the future redevelopment of the property at 2000 S. Atlantic Avenue. The City will gain, a public utility easement, a public access easement and five off beach parking spaces subject to the vacation of right of way.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

N/A

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

N/A

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be**

imposed on businesses to cover such costs:

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

This ordinance will not directly impact any businesses. The ordinance seeks to vacate a portion of right of way owned and maintained by the City. The property owner of 2000 S. Atlantic Avenue (B & Y Inc.) will be responsible for providing utility and public access easements over the property along with five off beach parking spaces.

4. Additional information the governing body determines may be useful (if any):

None

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 27, 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 2024-04: Daytona Beach Shores, LLC Development Agreement - 3411 S. Atlantic Avenue, Serena by the Shores.

SYNOPSIS:

Ordinance 2024-04, if adopted, would approve a Development Agreement ("Agreement") between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of the property located at 3411 S. Atlantic Avenue (**Exhibit A**) for the development of an 86-unit, 18-story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses. Among other things, the development agreement addresses the site development concept and entitlements.

If the ordinance is adopted, the applicant will subsequently submit detailed site development plans to the City for review. These site development plans will require public hearings for a recommendation and approval by the Planning and Zoning Board and the City Commission, respectively.

FISCAL IMPACT STATEMENT:

BACKGROUND:

I. SUMMARY BACKGROUND

Ordinance 2024-04, if adopted, would approve a Development Agreement ("Agreement") between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of the property located at 3411 S. Atlantic Avenue (Exhibit A) for the development of an 86-unit, 18 story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses. Among other things, the development agreement addresses the site development concept and entitlements.

II. PROPERTY DESCRIPTION

The subject property, located at 3411 S. Atlantic Avenue, is the second west side parcel north of Dunlawton Boulevard. The parcel has been vacant for an estimated 18 years. The property is approximately 200' x 227' with 1.04 upland acres and 0.39 acres east of the bulkhead line (**Exhibit**

A).

III. PROPOSED AGREEMENT

The highlights of the proposed Agreement are:

1. Development Permitted: The Agreement provides a general development framework that would facilitate the development of an 86 unit, 18-story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses. The final site plan and development may vary provided the development remains in substantial compliance with the framework. Any substantial changes will require City Commission approval.
2. Density: Measured from the Mean High Water Line.
3. Agreement Duration: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy.
4. Deviations: To realize number 1 above, eleven (11) deviations from the City's Land Development Code are requested and have been summarized in the Planning Analysis (**Exhibit D**).
5. Administrative Adjustment: City Staff may allow for modifications of up to 10% to any of the dimensional or landscaping requirements. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

IV. PLANNING AND ZONING BOARD

On December 11, 2024, the Planning and Zoning Board recommended approval of the planning components of the subject development agreement.

V. ECONOMIC DEVELOPMENT AGENCY

On February 1, 2024, the Daytona Beach Shores Economic Development Agency recommended the following:

(1) In furtherance of the Planning and Zoning Board recommendation of approval, the Economic Development Agency ("Committee") recommends approval of the planning and development components of the Development Agreement, contingent upon the developer constructing a seven-foot dedicated concrete public walkway from S. Atlantic Avenue to the beach, together with a connecting wooden beach access dune walkover. This beach access shall be dedicated to the City in the form of an easement with all maintenance and replacement responsibilities to be borne by the developer. In lieu of construction and dedication of the aforementioned public walkway and dune walkover, the developer may provide compensation to the City equal to the cost estimated to construct the public walkway and dune walkover plus the city's legal costs for the review of this transaction. The construction costs estimated shall be provided by the applicant and conducted by an estimator approved by the city. **This component has since been added to the development agreement.**

(2) The Committee recommends denial of Sec. 2.d of the Development Agreement, entitled "Alternative Tax Relief." **This component has since been removed from the development agreement.**

VI. DUE PUBLIC NOTICE

Evidence of due public notice has been submitted to the City Clerk's office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the development agreement.

SUGGESTED MOTION:

As determined by the City Commission.

- ATTACHMENT:**
1. Ordinance 2024-04 Daytona Beach Shores, LLC DA-3411 S. Atlantic Avenue
 2. Exhibit A-Sketch and Legal Description (1)
 3. Exhibit B-Conceptual Plan
 4. Exhibit C- Architectural Plan
 5. Exhibit D-Planning Analysis (2)
 6. Exhibit E- Engineers Civil Site Plan Calculation-10-24-23
 7. Letter of Support-Towers Ten
 8. Letters of Objection-Bill Dryer & Tricia Townsell
 9. Serena By The Shores DA-Revised-2-21-24 - Clean Version

ORDINANCE 2024-04

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF A DEVELOPMENT AGREEMENT PERTAINING TO PROPERTY OWNED BY DAYTONA BEACH SHORES, LLC IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 15 OF THE LAND DEVELOPMENT CODE AND THE “FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT” AS SET FORTH AT SECTIONS 163.3220 - 163.3243, *FLORIDA STATUTES*; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Daytona Beach Shores, LLC and the City of Daytona Beach Shores have considered and processed and the City Commission of the City of Daytona Beach Shores hereby approves and enacts the Development Agreement, as set forth in the Exhibit to this Ordinance (which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim), all of said actions occurring pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*; and

WHEREAS, Daytona Beach Shores, LLC is the owner of the property that is subject to this Development Agreement set forth in the Exhibit to this Ordinance; and

WHEREAS, the City of Daytona Beach Shores and Daytona Beach Shores, LLC have complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*.

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed land use approvals and authorization of zoning entitlements pertaining to the property referenced in the Development Agreement as well as the recitals (whereas clauses) to this Ordinance.

(b). The findings of the provisions of the subject Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC are hereby adopted, ratified and affirmed.

SECTION TWO: APPROVAL AND ENACTMENT OF DEVELOPMENT AGREEMENT.

The Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC as set forth in the Exhibit to this Ordinance is hereby approved and enacted. The said Exhibit attached to this Ordinance is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

SECTION THREE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores relating to the regulation of lands and development activities within the City including, but not limited to, the property which is the subject of the Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION AND IMPLEMENTATION; SCRIVENER'S ERRORS.

- (a). The provisions of this Ordinance shall be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (b). The City Manager, or designee(s), is hereby authorized to take any and all actions necessary to implement the provisions of this Ordinance.
- (c). The City Attorney shall assist the City Manager in the implementation of this Ordinance as may be necessary and required.
- (d). The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier.
- (e). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION FIVE: CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY.

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

SECTION SEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately as provided by law.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form:

GRETCHEN “BECKY” VOSE, CITY ATTORNEY

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

Enacted on second reading this ____ day of _____, 2024.

DEVELOPER SIGNATURE BLOCK FOLLOWS:

PLENARY CONCURRENCE OF DEVELOPER

The undersigned developer, which may not be the current owner, concurs in each and every respect to the provisions of the subject amendment to the subject Development Agreement and the provisions of this Ordinance.

DAYTONA BEACH SHORES LLC, a
Florida limited liability company.

_____, Manager
Date: _____, 2024

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)

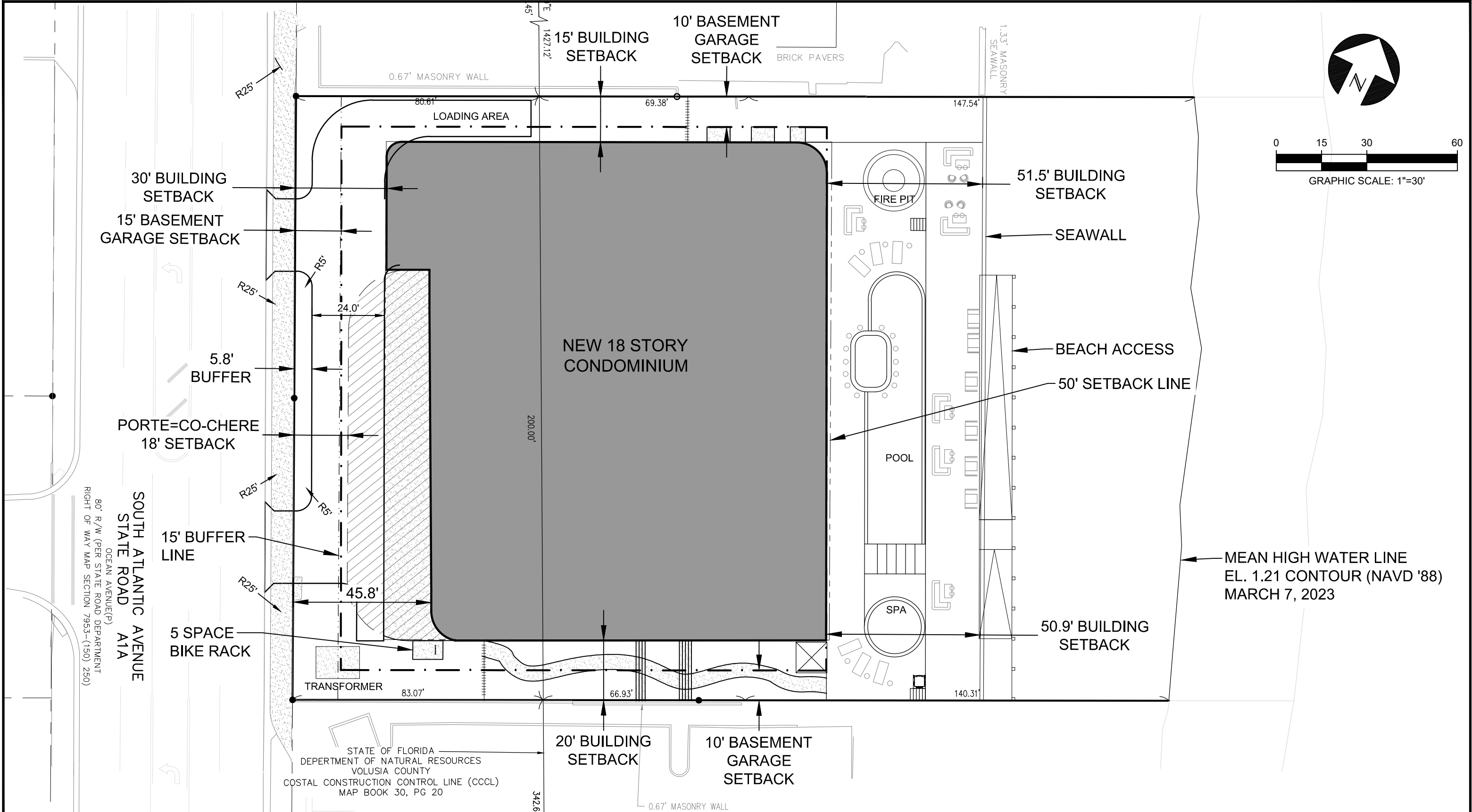
COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____



NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

SITE PLAN - BASEMENT & GROUND FLOOR PLAN

3411 S. ATLANTIC AVE.

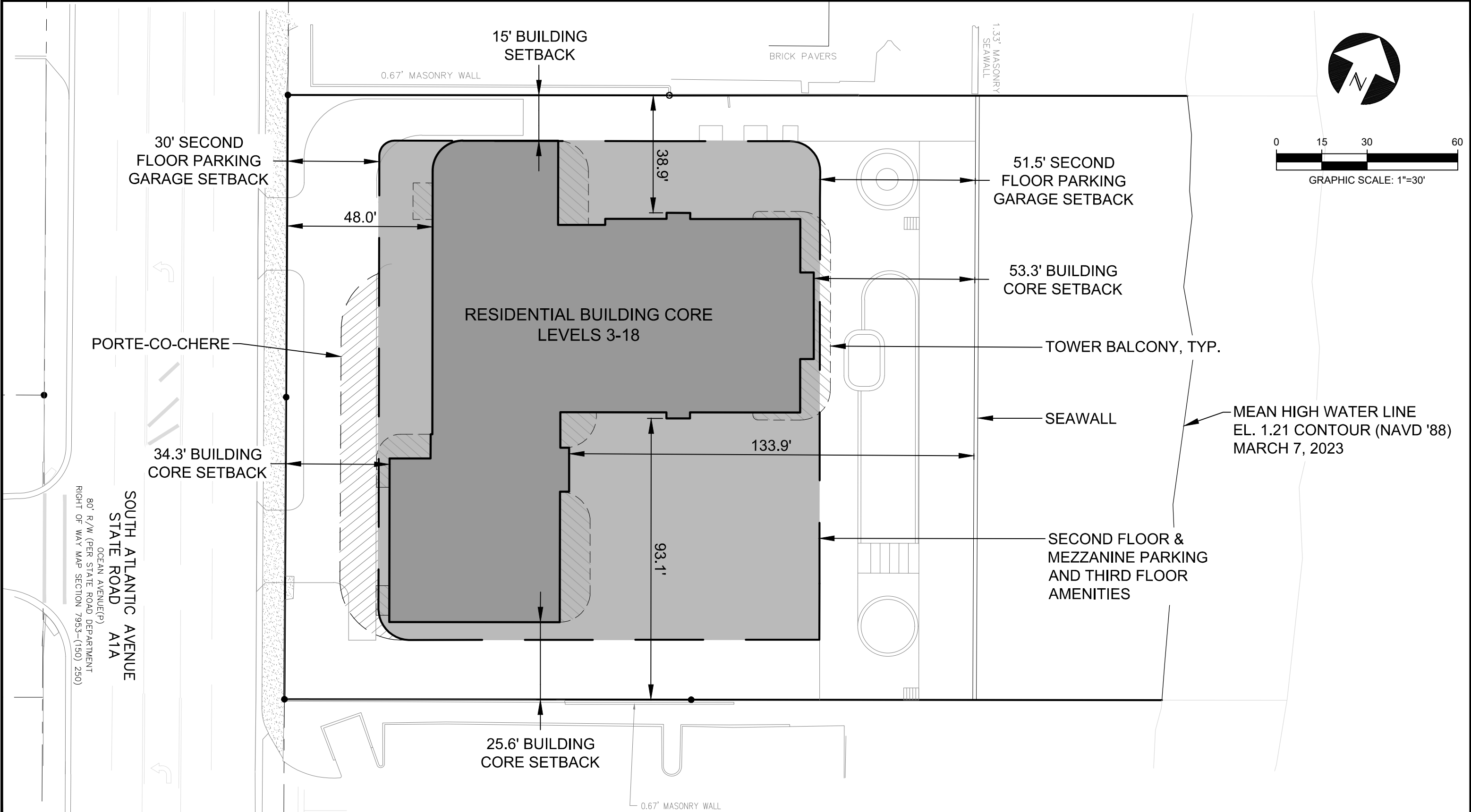
NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7166 FAX: (386)239-7120

SCALE:	1"=30'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	6/21/23
PROJECT NO.	973
973-SITE PLAN 3	
SHEET	C1 OF 5



NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

SITE PLAN - SECOND FLOOR & TOWER PLAN

3411 S. ATLANTIC AVE.

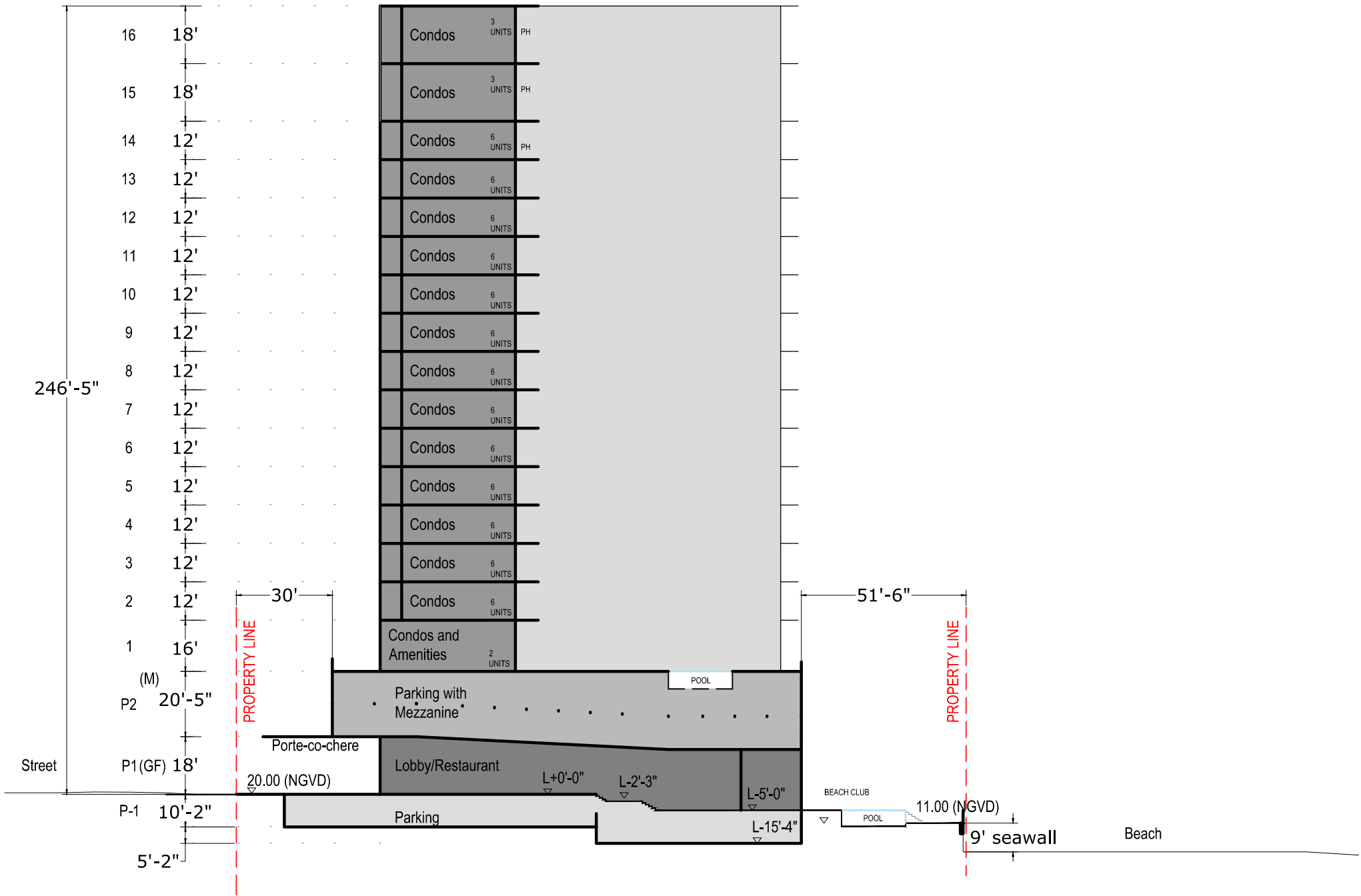
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P.E. LIC. 48059
BUS. CERT. LIC. 7175

SCALE: 1"=30'
DESIGNED: JHH
DRAWN: KMP
DATE: 6/21/23
PROJECT NO.
973
973-SITE PLAN 3
SHEET C2 OF 5



NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

EAST - WEST BUILDING SECTION

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

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PHONE: (386)239-7166 FAX: (386)239-7120

P.E. LIC. 48059
BUS. CERT. LIC. 7175

SCALE: NONE

DESIGNED: JHH

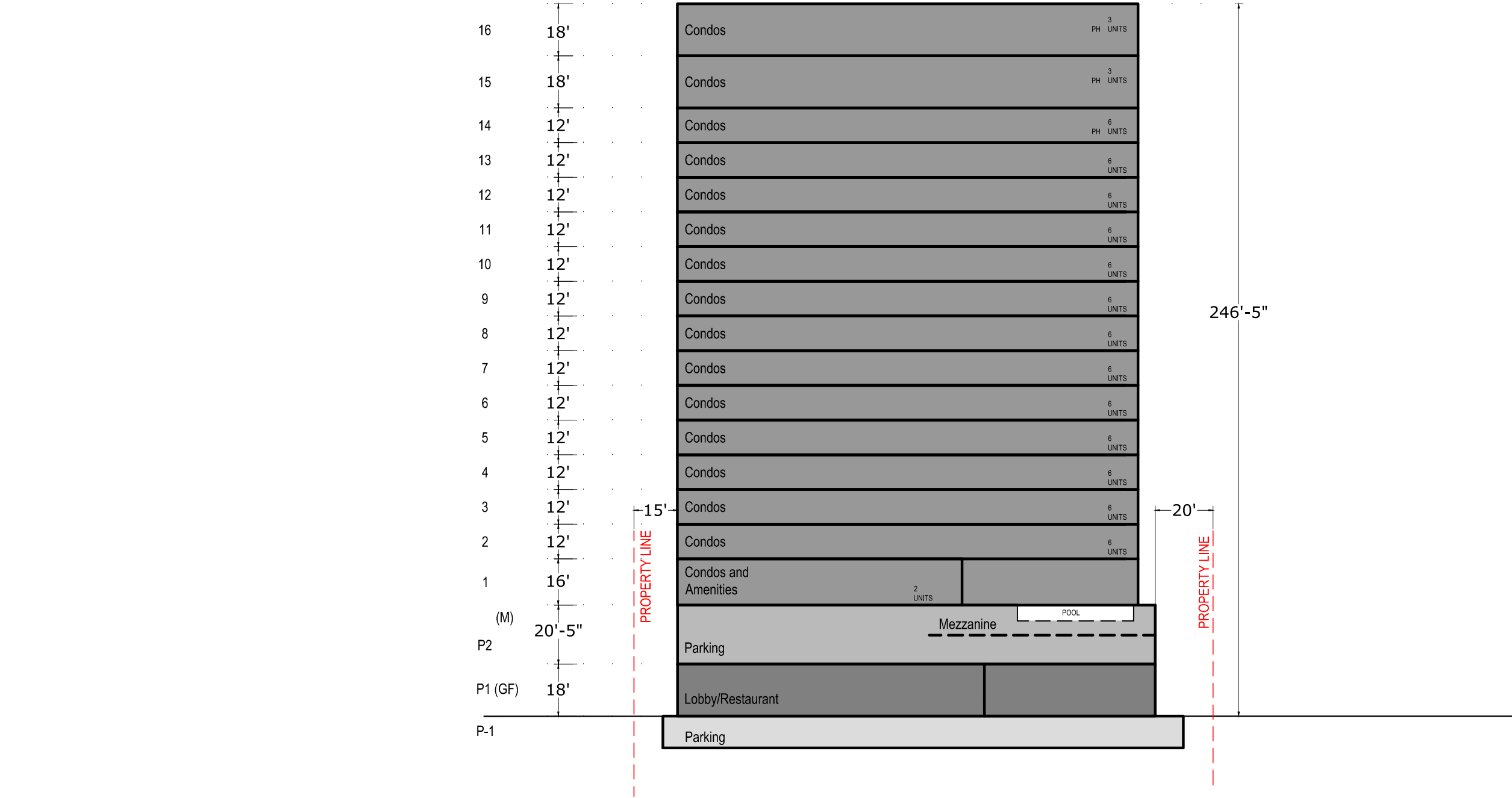
DRAWN: KMP

DATE: 6/21/23

PROJECT NO. 973

973-SITE PLAN 3

SHEET C3 OF 5



NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

NORTH - SOUTH BUILDING SECTION

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7166 FAX: (386)239-7120

P.E. LIC. 48059
BUS. CERT. LIC. 7175

SCALE: NONE

DESIGNED: JHH

DRAWN: KMP

DATE: 6/21/23

PROJECT NO. 973

973-SITE PLAN 3

SHEET C4 OF 5

SUMMARY OF CODE DEVIATION		
WAIVER	REQUIRED	PROVIDED
1 PARKING	175	162
2 LOADING	2	1
3 LOT COVERAGE	35%	60%
4 SHORE PARALLEL BUILDING COVERAGE	65%	83%
5 SIDE SETBACK	NORTH: 94.6'	NORTH: 15.0'
	SOUTH: 94.6'	SOUTH: 20.0'
6 MINIMUM SIDE YARD >12 STORIES	NORTH 40.0'	NORTH: 15.0'
	SOUTH 40.0'	SOUTH: 20.0'
7 PERIMETER BUFFER RIGHT-OF-WAY (A1A)	15.0'	5.8'
8 PERIMETER BUFFER NORTH LOT LINE	5.0'	1.3'
9 GREEN AREA	30%	21%
10 BREEZEWAY VISUAL CORRIDOR	30%	17.5%

NO.	DATE	APPR.	REVISION	SUMMARY OF CODE DEVIATION	THE PERFORMANCE GROUP CIVIL ENGINEERING / PLANNING / DEVELOPMENT  JOSEPH H. HOPKINS, P.E. NO. 48059 LICENSED BUSINESS CERTIFICATION NO. 7175 100 MARINA POINT DR. DAYTONA BEACH, FL 32114 PHONE: (386)239-7166 FAX: (386)239-7120 <th rowspan="7">P.E. LIC. 48059 BUS. CERT. LIC. 7175</th> <th>SCALE: NONE</th>	P.E. LIC. 48059 BUS. CERT. LIC. 7175	SCALE: NONE
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23				DESIGNED: JHH
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23				DRAWN: KMP
							DATE: 6/21/23
							PROJECT NO.
							973
							973-SITE PLAN 3
				3411 S. ATLANTIC AVE.			SHEET C5 OF 5
				NOT RELEASED FOR CONSTRUCTION			

SITE AREA:	45,426.00 S.F.
TOTAL IMPERVIOUS:	39,222 S.F.
TOTAL PERVIOUS:	6,204 S.F.

1.04	Ac.	100%
0.14	Ac.	13%
0.86	Ac.	87%

FRONT AREA	1,872.03 S.F.
NORTH AREA	1,501.72 S.F.
SOUTH AREA	2,083.45 S.F.
REAR AREA	746.92 S.F.
TOTAL GREEN SPACE	6,204 SF

PROJECT SITE AREA: 45,426.00 S.F. 1.04 Ac.
NO EXISTING TREES OR PALMS ON SITE
ONE (1) TREE REQUIRED PER 2,500SF
THREE (3) PALMS EQUAL ONE (1) TREE
EIGHTEEN (18) TREES REQUIRED
PROPOSED:

TWENTY-THREE (23) CABBAGE PALMS SIX AND ONE-THIRD (7 2/3) TREE EQUIVALENT)
ELEVEN (11) MEDJOL PALMS (THREE AND TWO-THIRD (3 2/3) TREE EQUIVALENT)
FIVE (5) FOXTAIL PALMS (ONE AND TWO-THIRDS (1 2/3) TREE EQUIVALENT)
SEVEN (7) SEA-GRAPPE TREES SEVEN (7) TREE EQUIVALENTS PROVIDED
TWENTY (20) TREE EQUIVALENTS PROVIDED

ALL PLANT MATERIAL THAT IS INSTALLED MUST BE FLORIDA NO.1 GRADE OR BETTER ACCORDING TO THE CURRENT GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

ANY VARIATIONS FROM THE APPROVED LANDSCAPE PLAN MUST BE INITIALLY REVIEWED BY THIS LANDSCAPE ARCHITECT PRIOR TO ANY PROPOSED REVISIONS TO THE LANDSCAPE PLANTING PLAN. FAILURE TO COMPLY WITH THIS PROCEDURE MAY RESULT IN REQUIRED MITIGATION AND/OR DELAY OF THIS PROJECT.

ALL FILL DIRT TO BE PLACED IN THE PROPOSED LANDSCAPE AREAS AND/OR BERMS, MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, AND MATCH NATIVE EXISTING SOILS.

CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE AND MUST BE PARRALLEL TO PARKING LOTS, WALKWAYS, AND/OR STRUCTURES UNLESS INTENTIONALLY DESIGNED TO MEANDER.

ST. AUGUSTINE SOLID SOD IS TO BE USED IN ALL OPEN
SODDED AREAS AS SHOWN ON THIS PLAN AND THE
LANDSCAPE IRRIGATION PLAN. ALL OPEN SPACE AREAS,
INCLUDING BUT NOT LIMITED TO ALL DISTURBED AREAS,
RETENTION AREAS, AREAS SUBJECT TO POSSIBLE EROSION,
RIGHT-OF-WAYS (R.O.W.), ETC. SHALL ALSO BE SODDED
WITH ST. AUGUSTINE SOLID SOD OR SOLID BERMUUDA
SOD. ALSO, REFERENCE AND SEE CIVIL ENGINEERING DWGS
FOR ADDITIONAL LIMITATIONS OF SOD AT WET AREAS/DRY
RETENTION AREAS, AND THE EDGE OF PAVEMENTS AND
R.O.W.

THE IRRIGATION SYSTEM SHALL MEET SECTION 808.04 OF THE VOLUSIA CODE.

REMOVE ALL NON-BIODEGRADABLE NYLON TREE BALL STRAPPING AND REMOVE THE BURLAP FROM THE TOPS OF ALL ROOTBALLS THAT ARE B&B (BURLAPPED AND BALLED) IF CONTAINER TREES ARE NOT INSTALLED. ALSO, REMOVE THE TREE BALL HOISTING BASKET HOOKS. SEE TREE PLANTING DETAIL.

ALL IRRIGATION BACK-FLOW DEVICES WILL BE VISUALLY
SCREENED WITH LANDSCAPING AND PAINTED BLACK AND/OR
NILE GREEN. MODIFY ALL SHRUB PLANTINGS AND IRRIGATION
HEAD LAYOUT FOR EXISTING TREE AND PALMS ON SITE
DESIGNED TO REMAIN.

A MINIMUM FIVE-FOOT (5') GRASS RING SHALL BE INSTALLED AROUND EACH CATCH BASIN LOCATED WITHIN ANY LANDSCAPE AREA. THE CONTRACTOR IS TO BE SURE THAT NO MULCH CAN FLOW INTO THESE BASINS.

ALL EXISTING SHRUBS, GROUND COVERS AND TREES NOT SHOWN TO REMAIN ARE TO BE REMOVED ALONG WITH THEIR ROOT SYSTEM. ALL UNDERBRUSH, STUMPS, AND DEAD BRANCHES ARE TO BE REMOVED ON ALL EXISTING REMAINING TREES AND PALMS. ALL WORK AROUND SPECIMEN TREES WILL BE LIMITED TO HAND LABOR AND TOOLS.

ALL EVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA
EXOTIC PEST PLANT COUNCIL'S INVASIVE PLANT SPECIES
LIST, SHALL BE REMOVED. THIS SHALL INCLUDE ALL
BRAZILIAN PEPPER WHICH IS EXISTING.

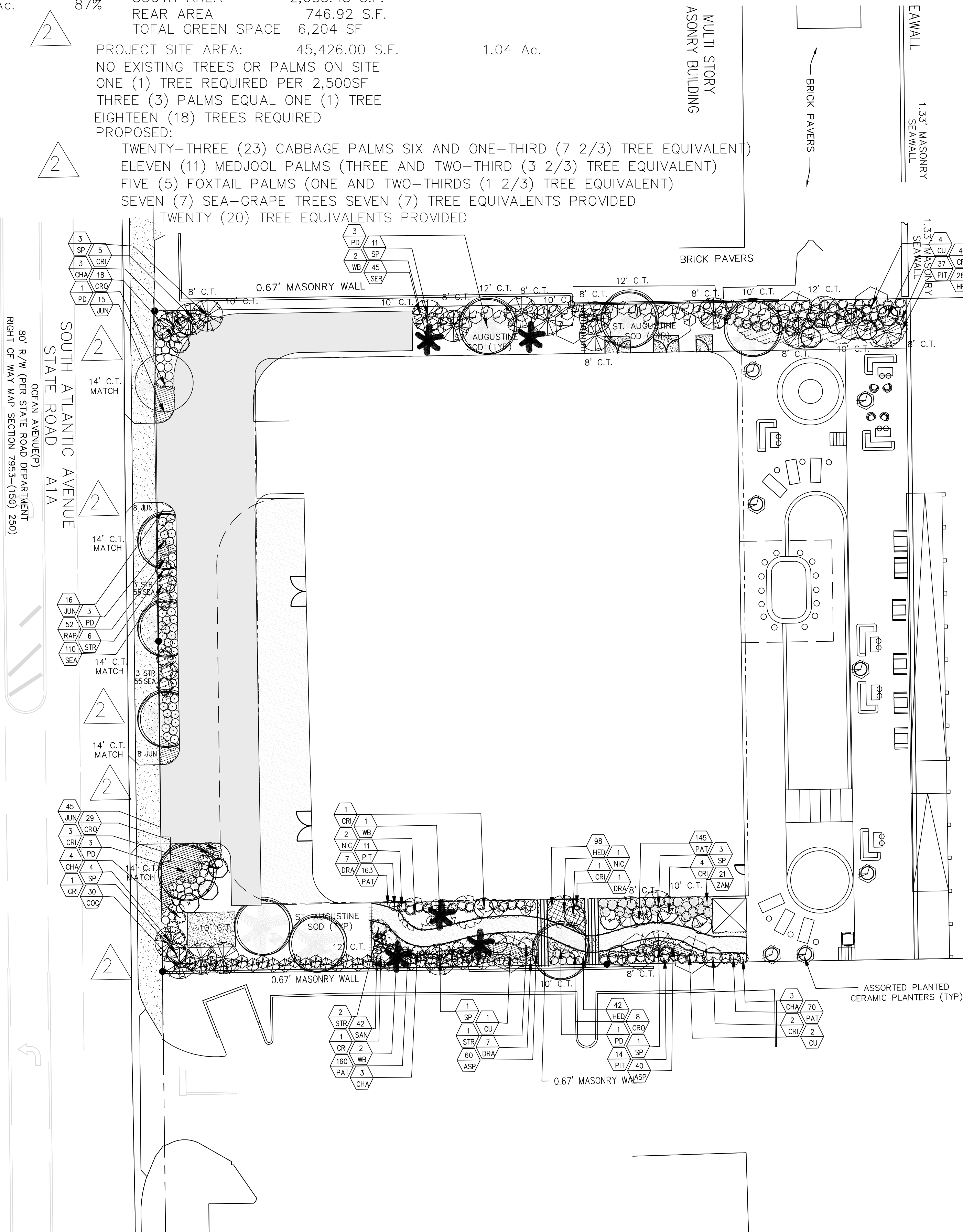
ALL EXISTING HARDSCAPE SURFACES WHICH ARE SHOWN TO BE REMOVED, SHALL HAVE THEIR LIMEROCK AND/OR COMPACTED BASES REMOVED DOWN TO THE NATIVE SOIL BASE.

THE LOCATION OF ALL REQUIRED TREES AND/OR PALMS
MUST NOT CONFLICT WITH THE LIGHTING FIXTURES, SIGNS,
UNDERGROUND AND OVERHEAD UTILITIES, FIRE HYDRANTS,
ETC.

ALL TREES AND/OR PALMS NOT LOCATED WITHIN A MULCHED PLANTING BED SHALL HAVE A MINIMUM FIVE-FOOT (5') MULCH RING INSTALLED AROUND THE TRUNK AREA. TREES SHALL BE PLANTED A MINIMUM OF FIVE-FEET (5') FROM BACK OF CURB OR SIDEWALK (TYP).

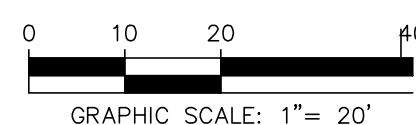
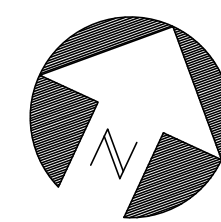
SEE ENGINEER'S PLAN FOR ALL EXISTING AND PROPOSED
EASEMENTS, COVENANTS, R.O.W., BUFFER DIMENSIONS, AND
ALL SITE LAYOUT DIMENSIONING.

PROJECT MULCH SHALL BE ~~PINE BARK NUGGETS AND BE~~
INSTALLED A MINIMUM OF THREE-INCHES (3") THICK AND A
MINIMUM OF TWELVE-INCHES (12") FROM ANY PLANTED TREE
OR PALM TRUNK.



KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
CU	7	Coccoloba uvifera 'STD' Sea Grape Tree	8'	4'	Min 2" Cal 45 Gal Min
PD	11	Phoenix dactylifera 'Medjool' Medjool Date Palm	CLEAR TRUNKS (C.T.)	FULL HEADS	AS SHOWN Min 14" Cal
SP	23	Sabal palmetto Cabbage Palm	CLEAR TRUNKS (C.T.)		AS SHOWN Min 13" Cal
WB	5	Wodyetia bifurcata Foxtail palm	8'C.T. FULL HEADS		SINGLE TRUNK

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
ASP	100	Asparagus demsiflorus 'Meyersii' Foxtail Asparagus	6"	6"	1 Gal Cont 18" O.C.
CHA	13	Chaemerops humilus European Fan Palm	30"	30"	7 Gal Cont 2 PPP FULL
COC	30	Coccoloba uvifera Sea Grape Shrub	24"	12"	3 Gal Conc Full Branches
CRI	22	Crinum asiaticum Crinum Lilly	30"	30"	7 Gal Cont FULL
CRO	55	Codiaeum variegatum 'Bavo' Bravo or Corkscrew Croton	10"	8"	2 Gal Cont 18" O.C.
DRA	15	Cordyline terminalis Red Dracena	36"	18"	7 Gal Cont Min Five (5) Trunks
HED	140	Hedera canariensis Algerian Ivy	4"	4"	4" Pot 12" O.C.
HEL	281	Helianthus debilis Dune Sunflower/Daisy	4"	4"	4" Pot 12" O.C.
JUN	76	Juniperus conferta 'Blue Pacific' Blue Pacific Shore Juniper	6"	6"	1 Gal Cont 30" O.C.
NIC	3	Strelitzia nicolai White Bird of Paradise	72"	48"	15 Gal Cont Min 3PPP FULL
PAT	538	Epipremnum aureum Golden Pothos	4"	4"	4" Pot 12" O.C.
PIT	62	Pittosporum tobira 'Green' Green Pittosporum	18"	12"	3 Gal Cont 30" O.C.
RAP	52	Raphiolepis indica Indian Hawthorne	18"	12"	3 Gal Cont 30" O.C.
SAN	42	Sanseveria trifasciata 'Laurentii' Variegated Sanke Plant	8"	6"	1 Gal Cont 18" O.C.
SEA	110	Seasonal Flowers Flowers per Owner	4"	4"	4" Pot 12" O.C.
SER	45	Serenoa repens Saw Palmetto	14"	16"	7 Gal Cont 36" O.C.
STR	9	Strelitzia reginae Orange Bird of Paradise	36"	36"	15 Gal Cont Min 3PPP FULL
ZAM	21	Zamia pumila Coontie Fern	14"	14"	3 Gal Cont 30" O.C.



LANDSCAPE ARCHITECTS LAND PLANNERS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 CELL (386) 290-6411
SternDesignGroup@att.net

REVISION
EXTEND SERVICE DRIVEWAY
REV BASE AND CALCULATIONS

[illegible]

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

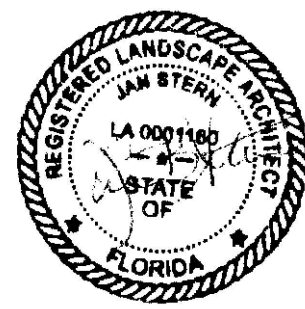


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SITE LANDSCAPE PLANTING PLAN

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION



IAN B. STERN, ASLA, RLA #0001160

SCALE: 1"=20'-0"

DESIGNED: JS

DRAWN: JB

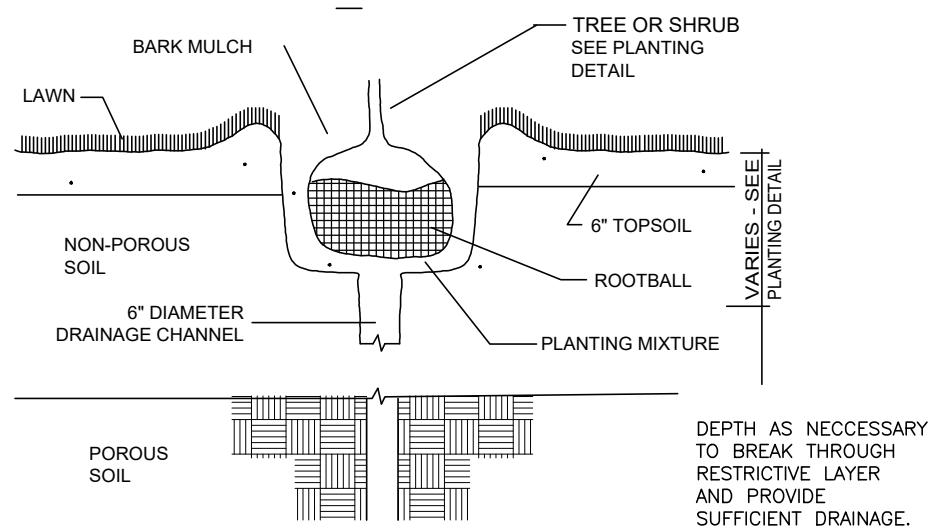
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PROJECT

973

LANDSCAPE

SHEET 1 1 OF



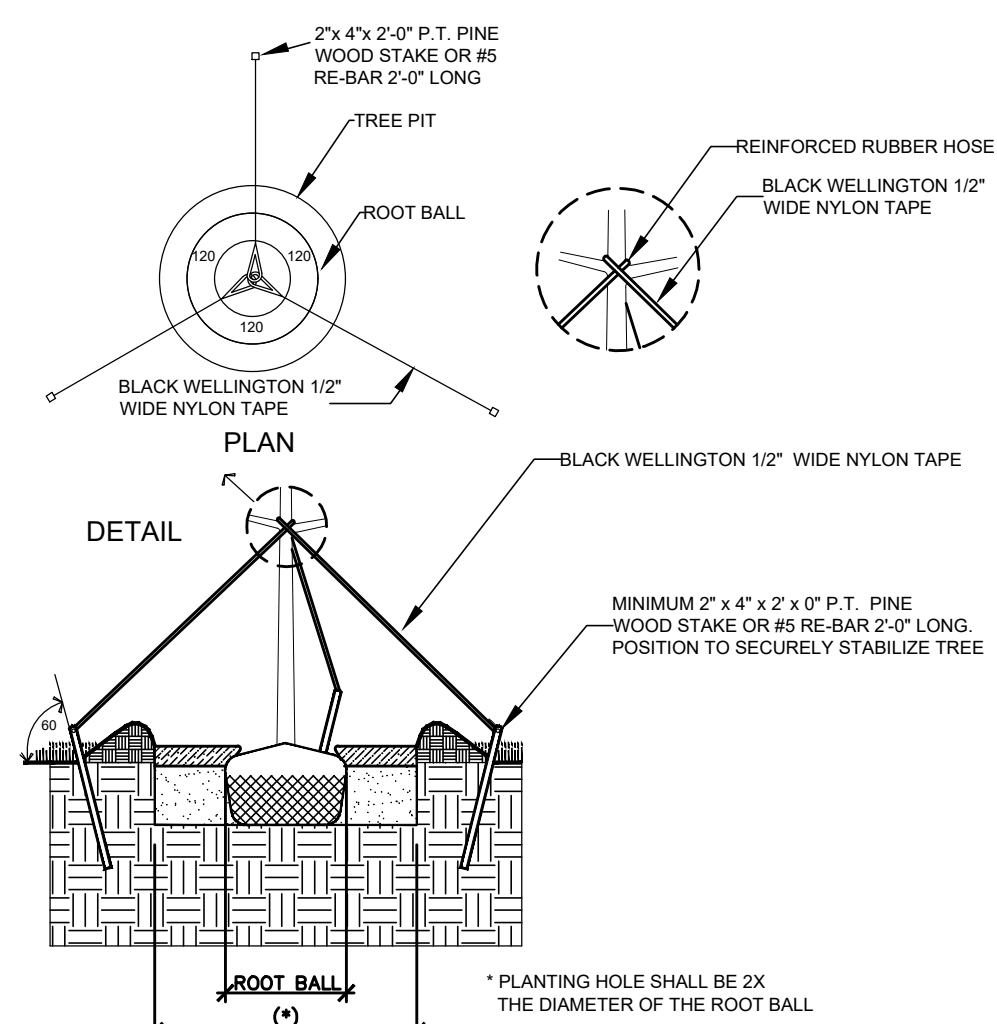
DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

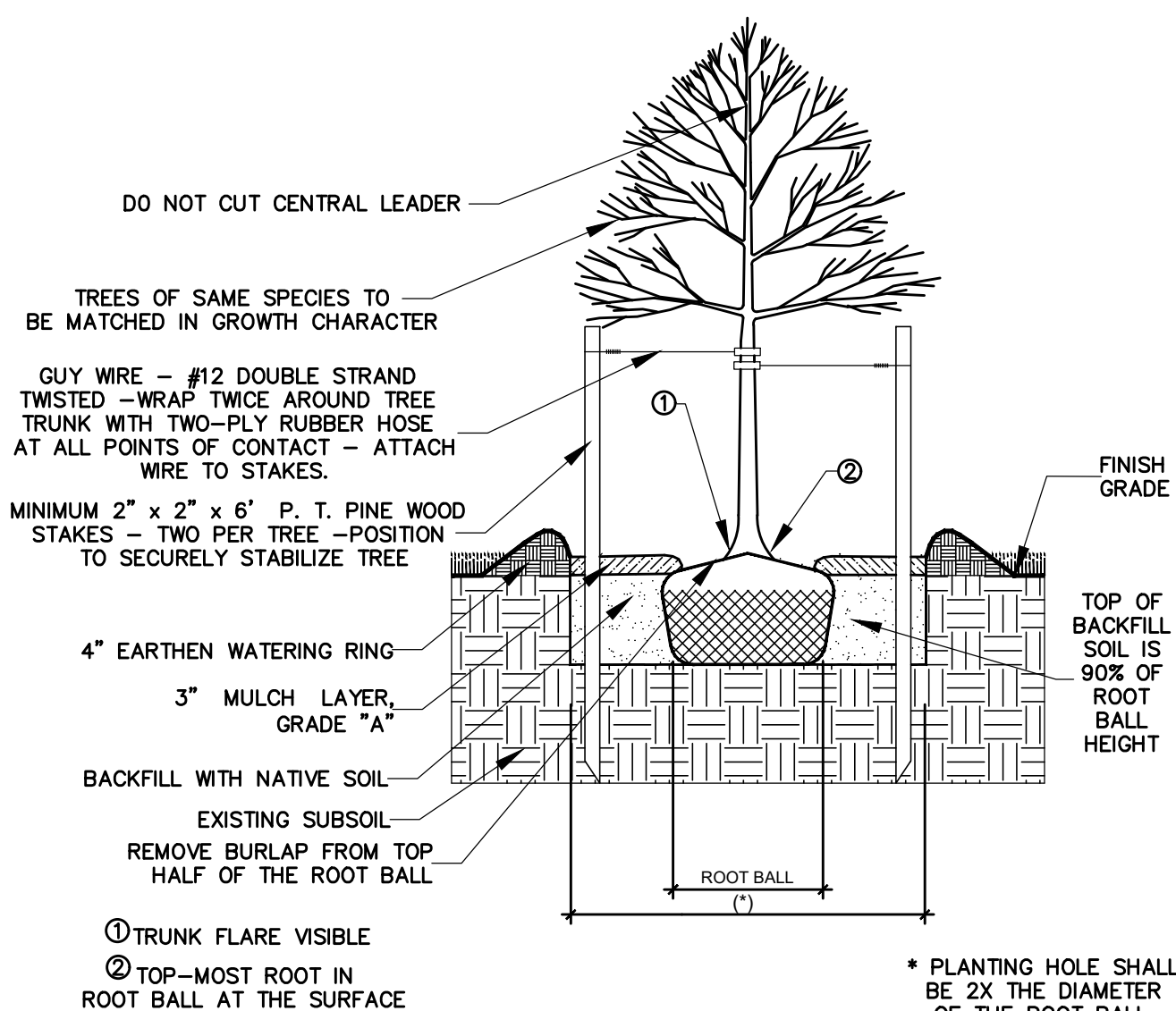
- DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
- WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

DRAINAGE CHANNEL DETAIL

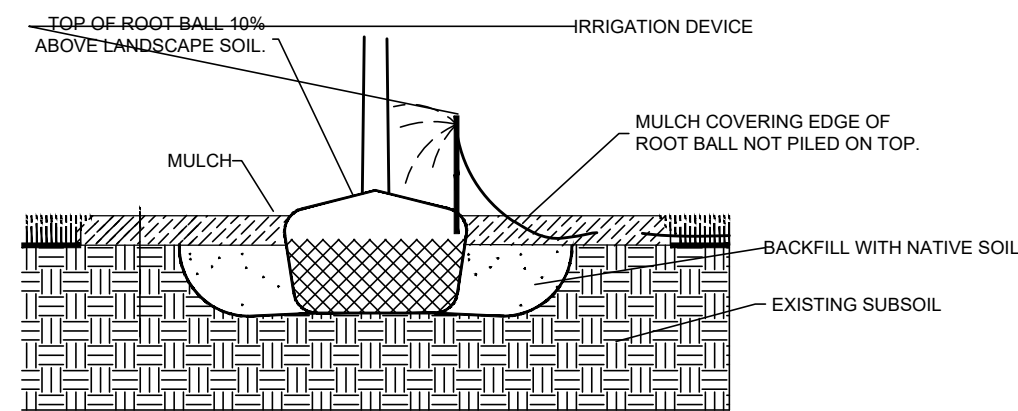
NOT TO SCALE



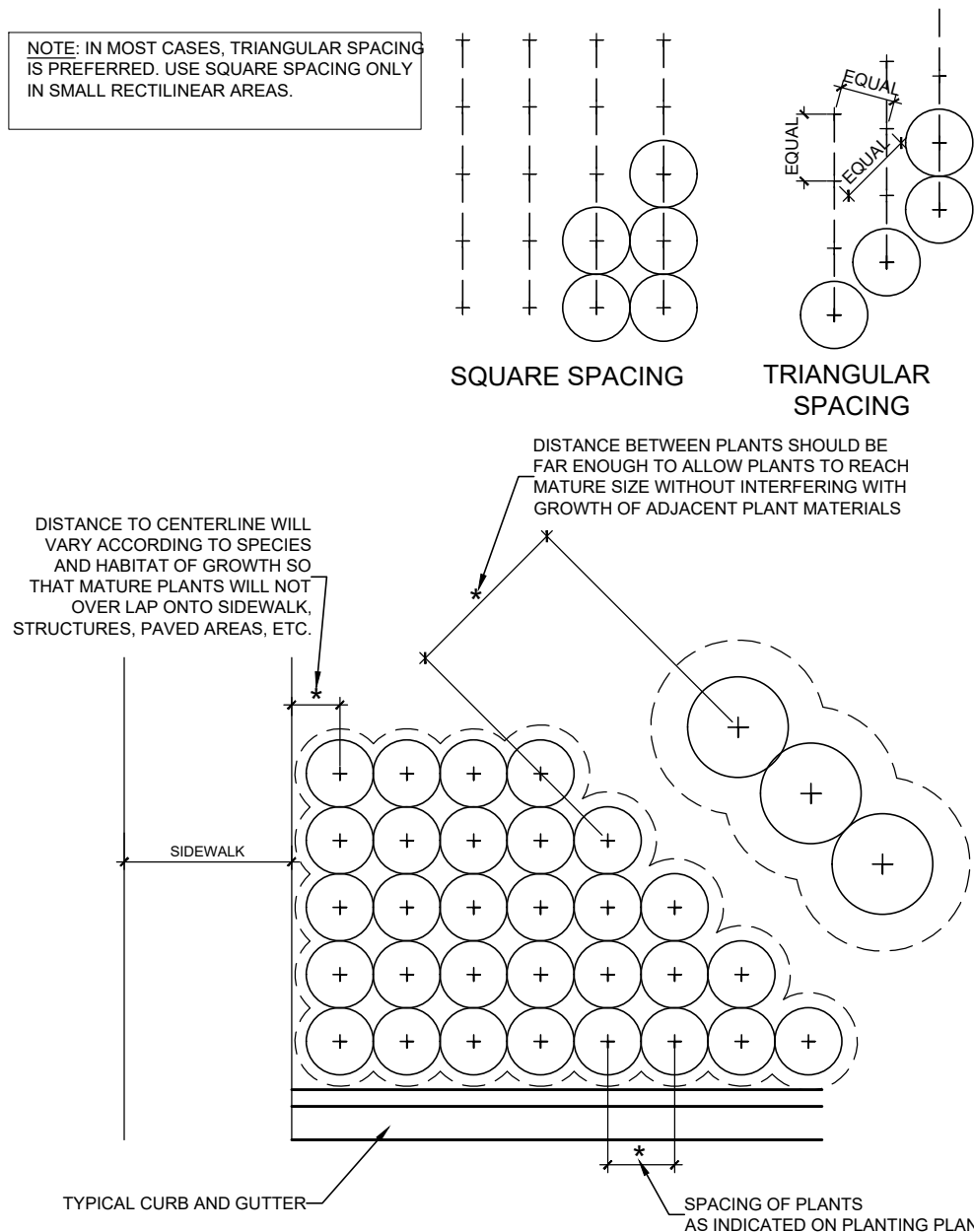
STANDARD CONSTRUCTION DETAIL
TYPICAL TREE GUYING DETAIL



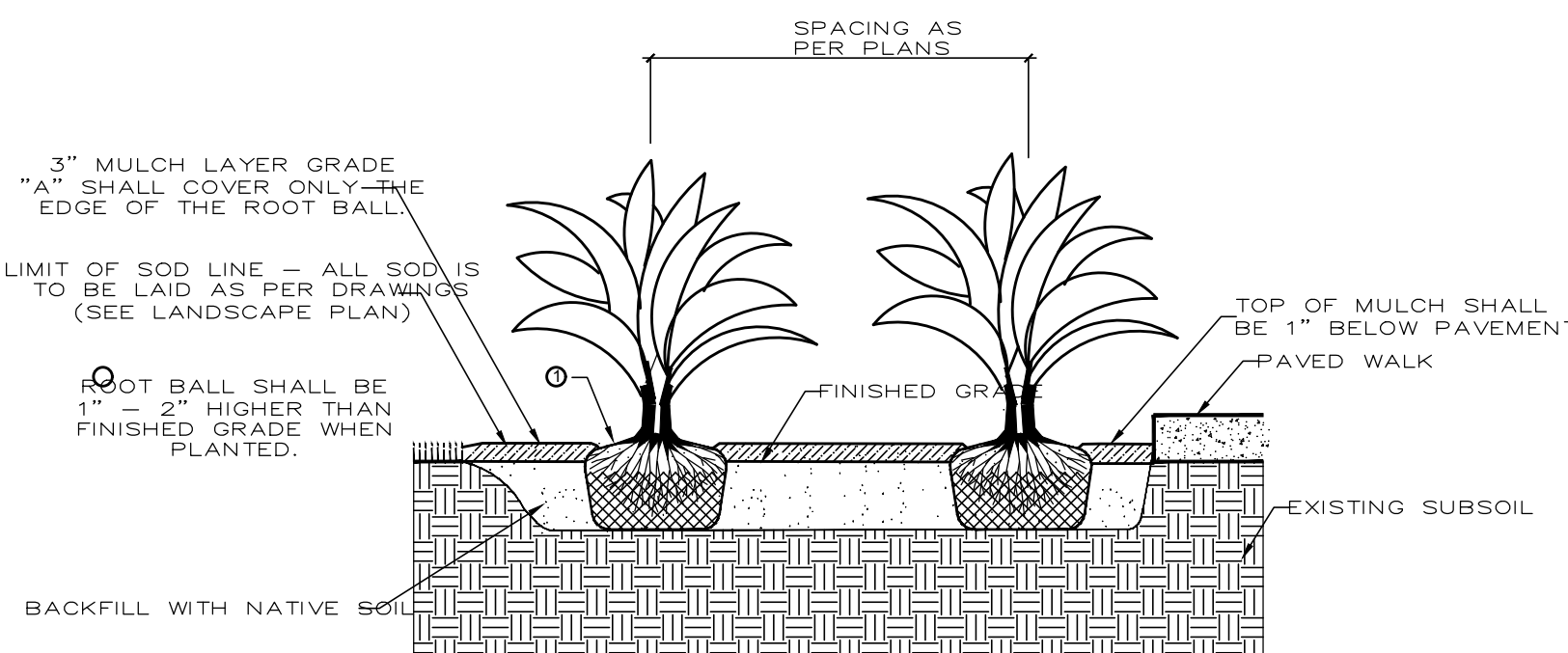
STANDARD CONSTRUCTION DETAIL
SMALL TREE PLANTING DETAIL
NTS



STANDARD CONSTRUCTION DETAIL
PLANT LIKE THIS DETAIL
NTS

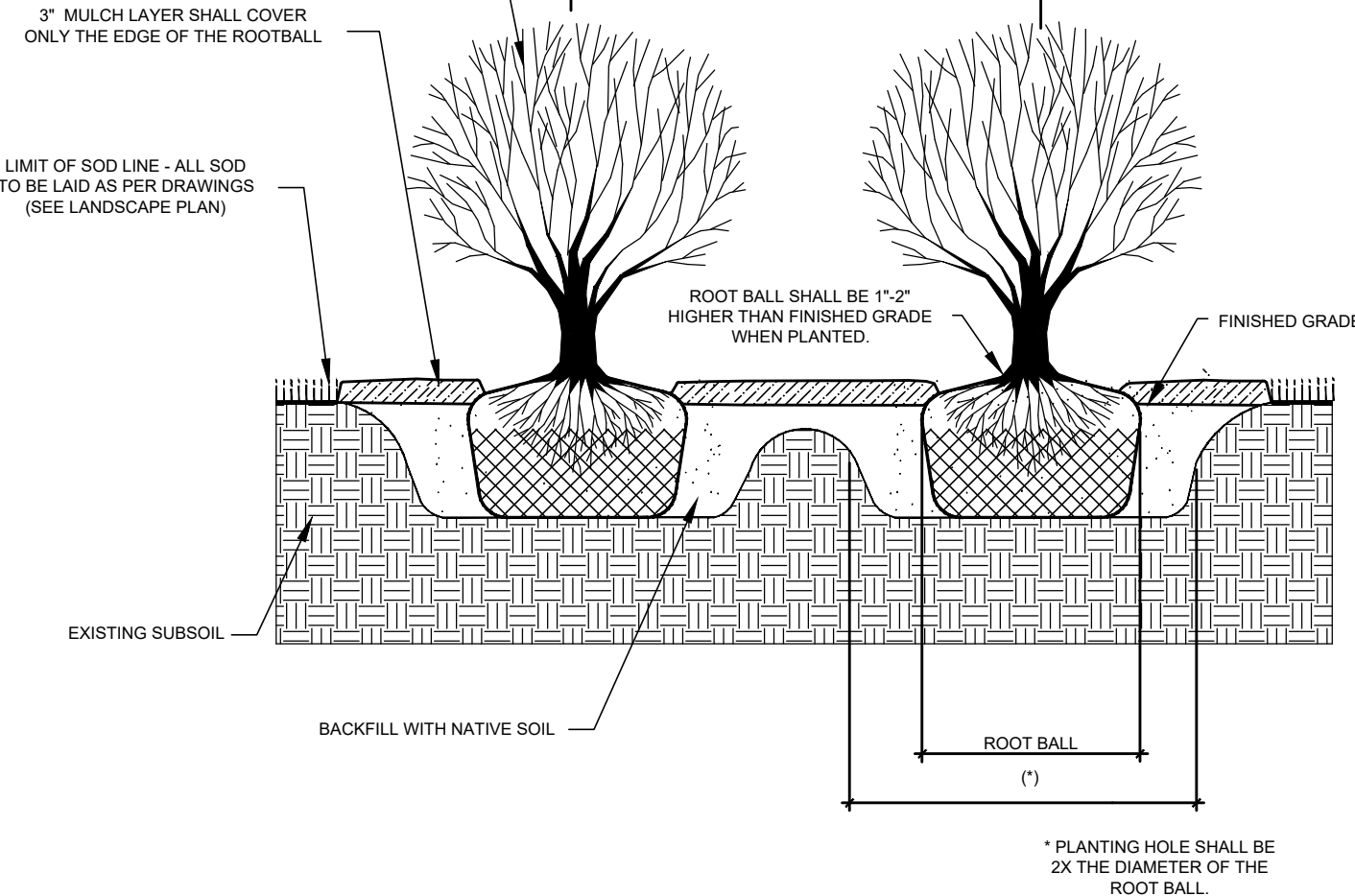


STANDARD CONSTRUCTION DETAIL
TYPICAL CONTAINER SPACING
NTS



STANDARD CONSTRUCTION DETAIL
TYPICAL GROUND COVER DETAIL
NTS

PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION - AFTER PLANT HAVE BEEN INSTALLED, EACH PLANT SHALL BE PRUNED FOR UNIFORMITY



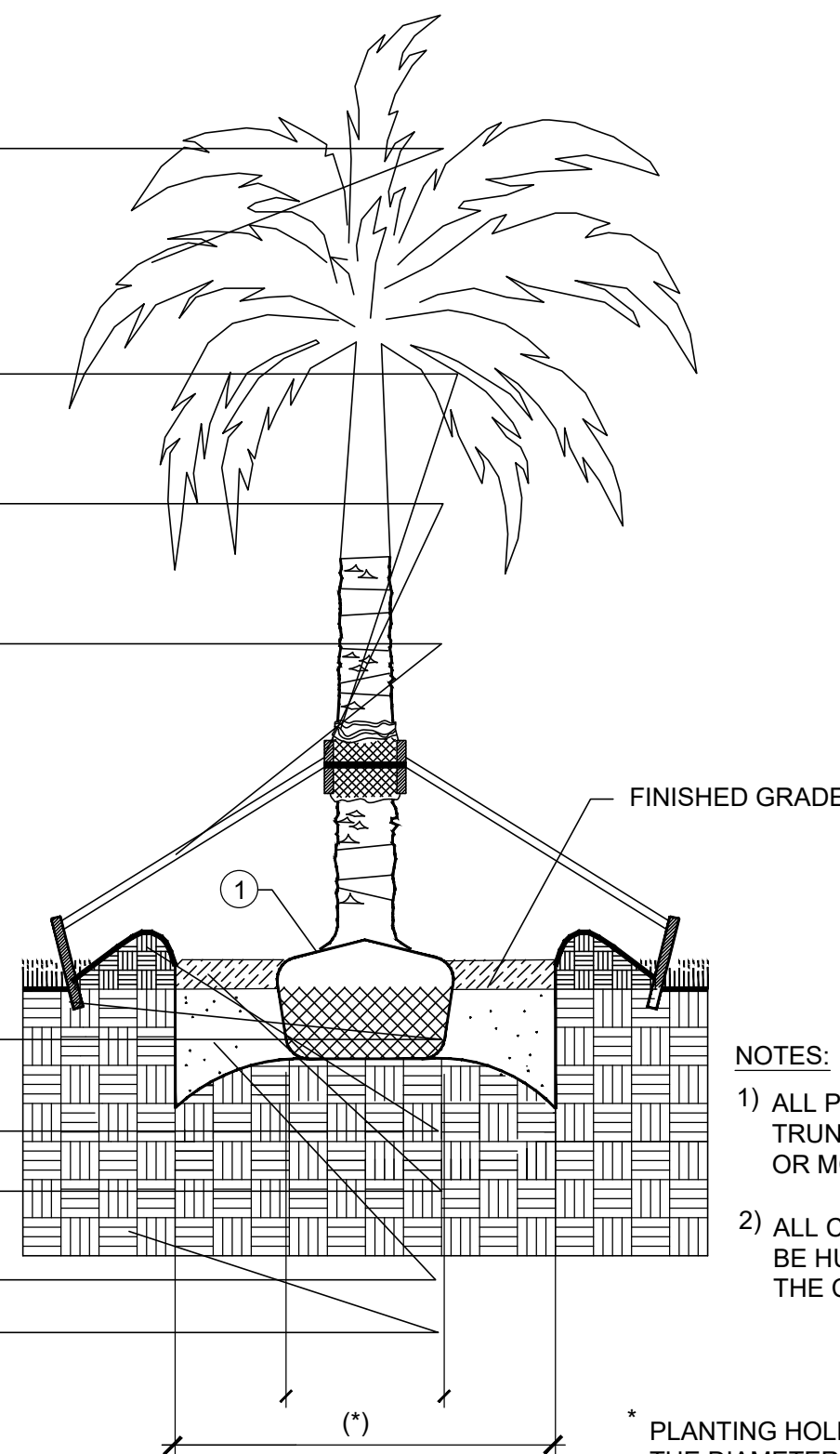
STANDARD CONSTRUCTION DETAIL
TYPICAL SHRUB PLANTING DETAIL
NTS

TRIM ONLY DEAD AND BROKEN FRONDS - DO NOT CUT CENTRAL LEADER

WRAP (5) LAYERS OF BURLAP TO TRUNK AT POINT OF SUPPORT
(3) 2" x 4" x 6" P. T. PINE WOOD CLEATS - WIRE WITH GALVANIZED METAL STRAP AS SUPPORT FOR WOOD BRACERS - DO NOT NAIL BRACES TO PALM TRUNK
(3) 2" x 4" P. T. PINE WOOD BRACE @ 120 DEGREES APART.

1 ROOT BALL SHALL BE 1"-2" HIGHER THAN FINISHED GRADE WHEN PLANTED.

2" x 4" x 24" PINE FOOTPAD FOR SOFT SOIL CONDITIONS SUCH AS SAND, BURIED 3' BELOW GRADE
4" EARTHEN WATERING RING
3" MULCH LAYER, GRADE "A"
BACKFILL WITH NATIVE SOIL
EXISTING SUBSOIL

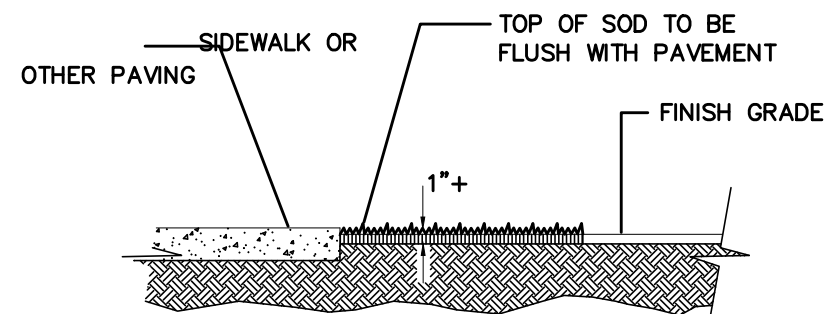


NOTES:
1) ALL PALMS WITH A CLEAR TRUNK HEIGHT OF 6' FEET OR MORE ARE TO BE STAKED.
2) ALL CABBAGE PALMS SHALL BE HURRICANE CUT, LEAVING THE CENTER FROND.

* PLANTING HOLE SHALL BE 2X THE DIAMETER OF THE ROOT BALL.

PALM PLANTING DETAIL

Scale: N.T.S.



SOD PLACEMENT ADJ. TO PAVEMENT
Scale: N.T.S.

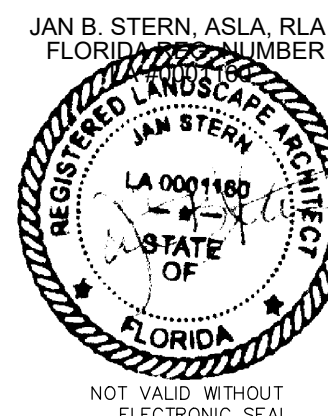
PLANTING NOTES

- ALL MATERIALS ARE TO BE FLORIDA #1 OR BETTER, INSTALLED ACCORDING TO THE HIGHEST NURSERY STANDARDS.
- MULCH IS TO BE 100% PINE BARK NUGGETS GRADE "A", INSTALLED A MINIMUM OF 3" THICK IN ALL PLANTING AREAS. MULCHED PLANTING BEDS SHALL BE A MINIMUM OF 10" WIDE AND SHALL BE CONTINUOUS WHERE PLANTINGS ARE PROPOSED.
- ALL AREAS MARKED SOD ON THE PLANS, SHALL BE SODDED WITH 95% WEED-FREE ST. AUGUSTINE "FLORATAM" SOD. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, SOILED, AND FERTILIZED. NUTRIENTS SHALL BE ADDED TO THE SOIL AS PER SOIL TESTING RESULTS.
- ST. AUGUSTINE SOD SHALL BE USED ON ALL AREAS SO MARKED AS IN SWALES, RIGHT-OF-WAYS, DISTURBED AREAS, OR OTHER AREAS SUBJECT TO EROSION.
- LANDSCAPE CONTRACTOR IS TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITY OR IRRIGATION
- LANDSCAPE CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
- THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY, PLANTING PLANS SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
- NO SUBSTITUTIONS WILL BE MADE AT THE TIME OF BIDDING OR CHANGES OF ANY KIND, SO AS TO PROVIDE FOR FAIR COMPARISONS. NO FURTHER CHANGES ARE TO BE MADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
- OWNER TO BE RESPONSIBLE FOR IRRIGATION OF ALL PLANT MATERIALS
- ALL BUILDING MATERIALS AND LABOR ARE TO CONFORM TO THE SOUTH FLORIDA BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- ALL PERMIT AND VARIANCE APPLICATION ARE TO BE MADE BY THE CONTRACTOR.
- PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE PH AND FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND PH. FOR CORRESPONDING PLANT MATERIALS.
- REMOVE ALL TAGS FROM INSTALLED PLANT MATERIALS.
- PLACE TERRA SORB UNDER THE ROOT BALL OF ALL PLANT MATERIALS.
- ALL TREES ARE TO BE GUYED WITHING "DUCKBILL" ANCHORING SYSTEMS OR AN APPROVED EQUAL. PALMS WRAPPED WITH BURLAP AND WOOD STAKES
- ALL TREE CALIPERS ARE TO BE MEASURED ACCORDING TO LOCAL CODES AND ORDINANCES.
- ALL QUESTIONS, CONCERNING THE PLAN AND/OR SPECIFICATIONS ARE TO BE DIRECTED TO THE LANDSCAPE ARCHITECT. (386) 788-3788
- ALL PLANT MATERIAL TO BE GUARANTEED FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE TIME OF FINAL ACCEPTANCE. ALL REPLACEMENTS TO BE MADE WITHING TWO (2) WEEKS OF CONTRACTOR NOTIFICATION.

CITY STAMP OF APPROVAL

3411 SOUTH ATLANTIC AVENUE
LANDSCAPE DETAILS, NOTES, & SCHEDULE

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 CELL (386) 290-6411
SternDesignGroup@att.net



NOT VALID WITHOUT ELECTRONIC SEAL

SCALE: AS SHOWN

DESIGNED: JBS

DRAWN: JS

DATE: 06/22/2023

PROJECT NO.

PG 973

973-LANDSCAPE DTLS

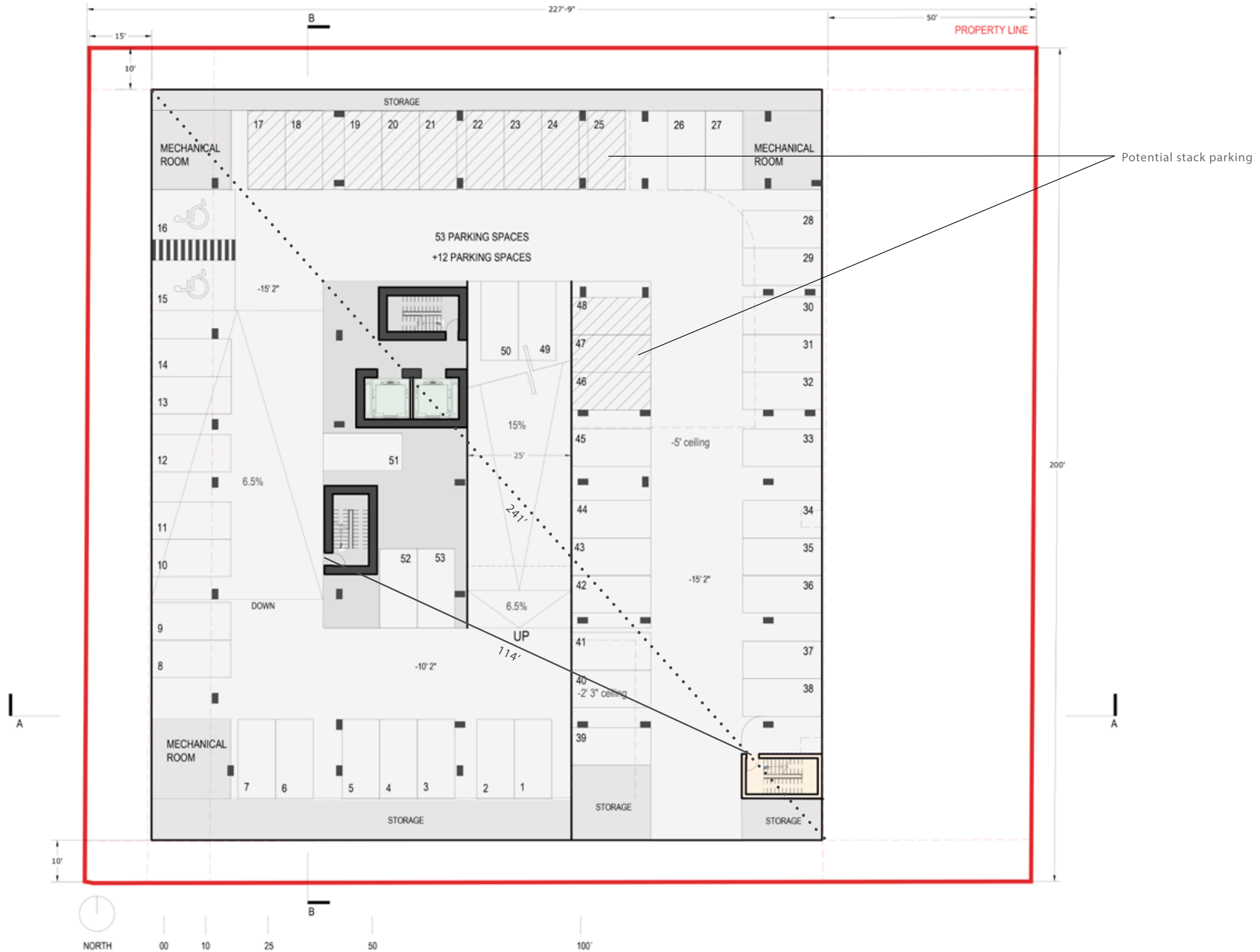
SHEET L 2 OF 2



SERENA BY THE SHORES

CONCEPT DESIGN / ARCHITECTURAL DRAWINGS
OCTOBER 2023

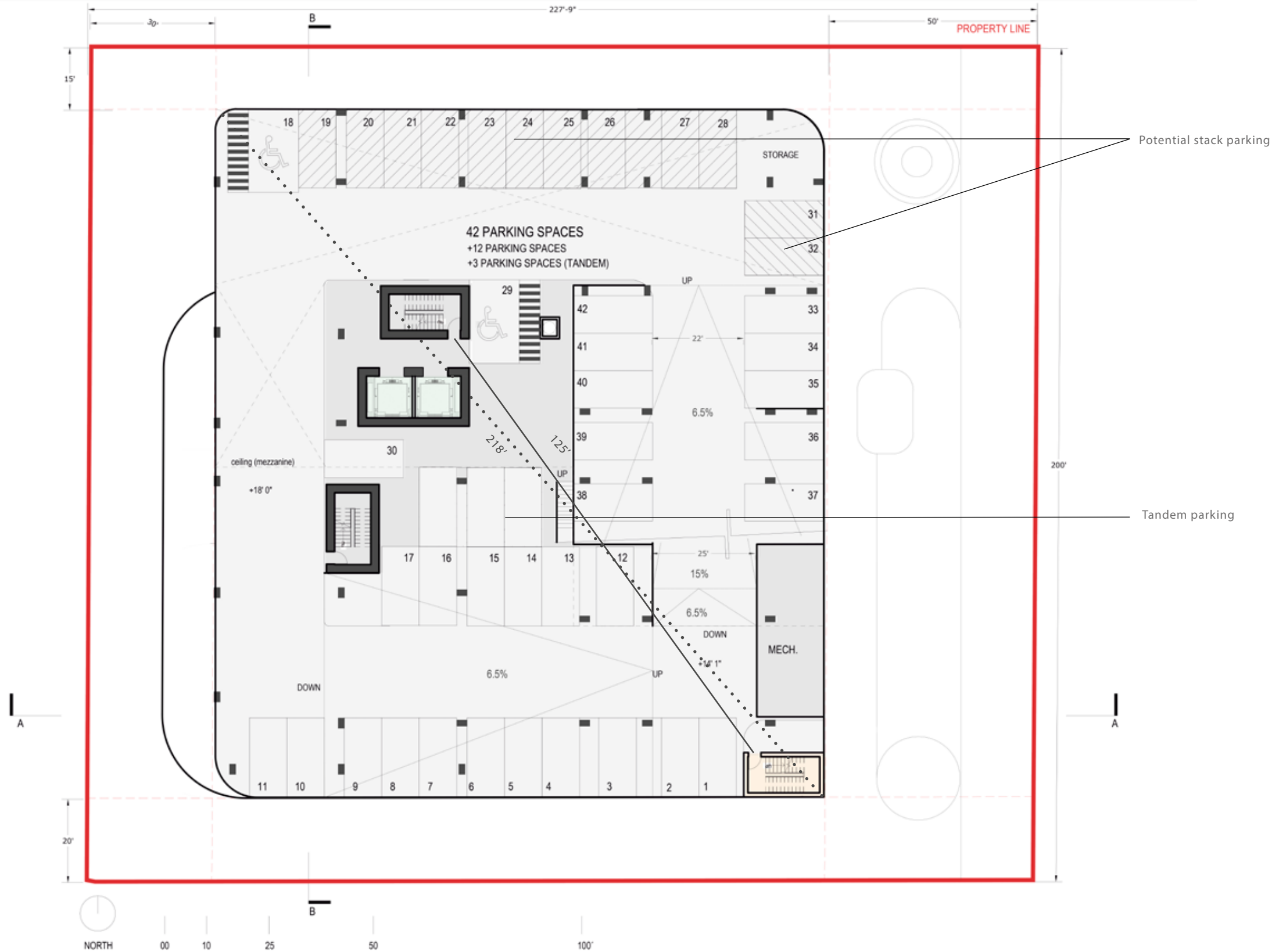
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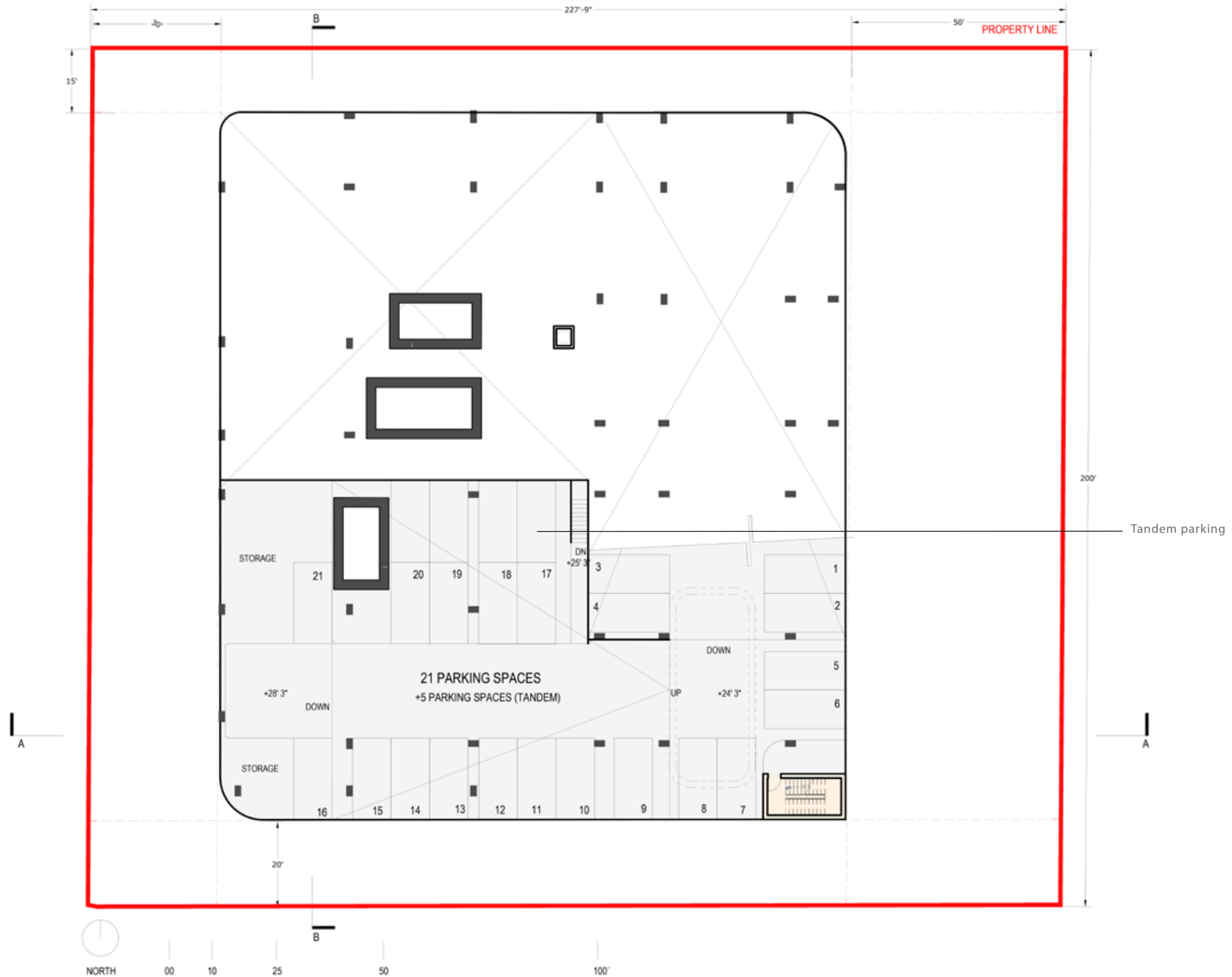
CONCEPT DESIGN

BASEMENT / PARKING P-1, L. - 15'2"



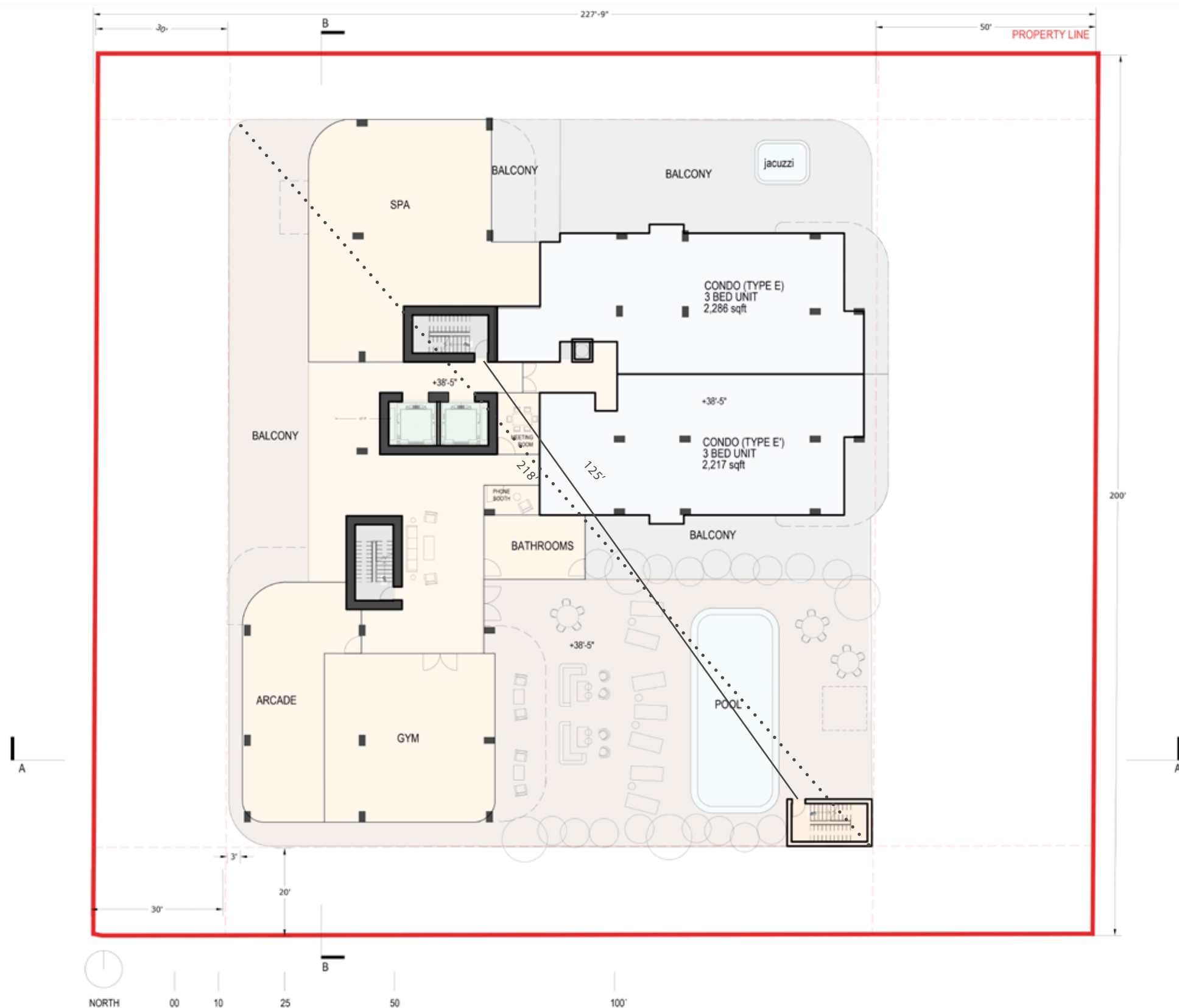


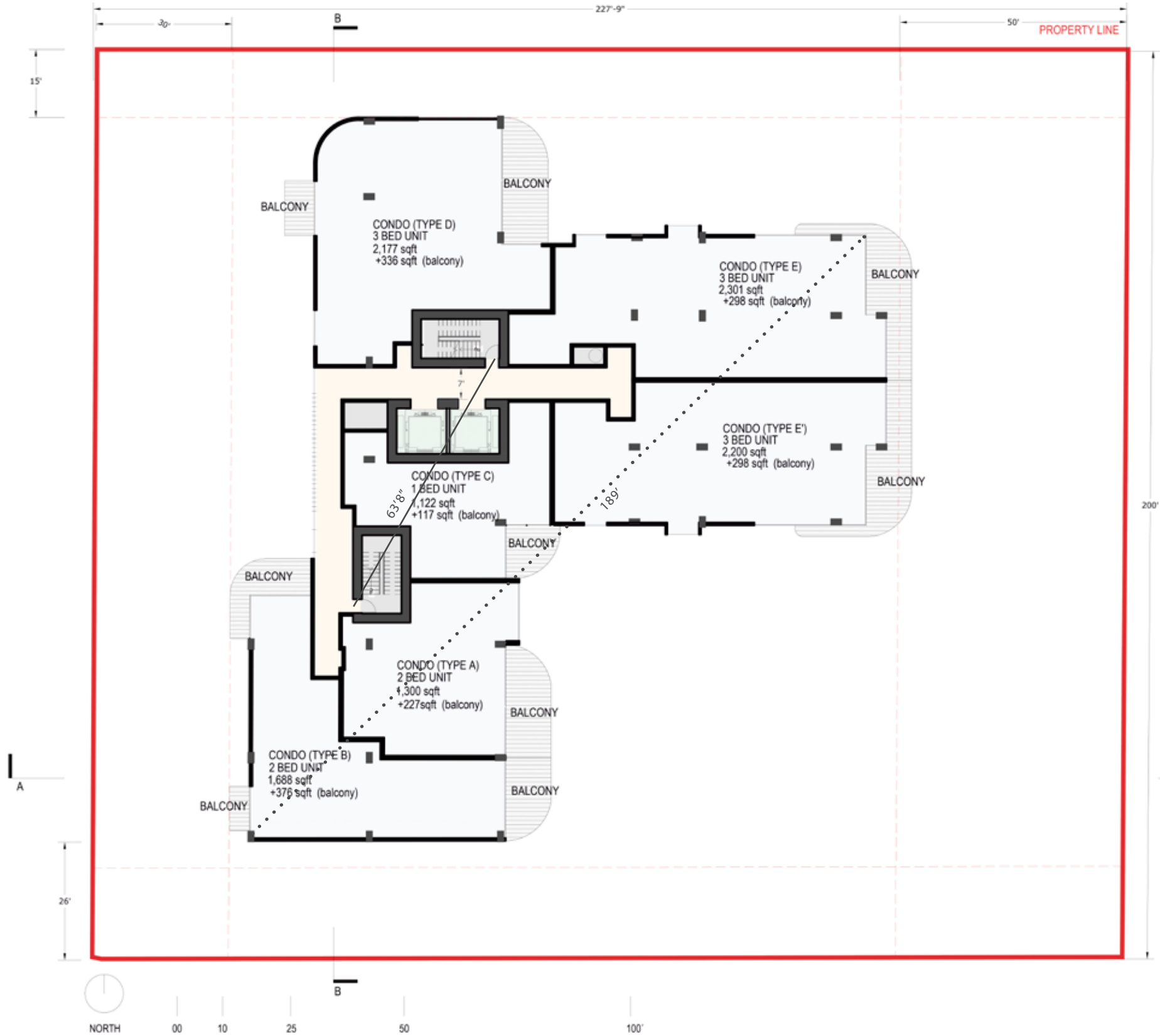
5



CONCEPT DESIGN

MEZZANINE , M, L. + 28'3"

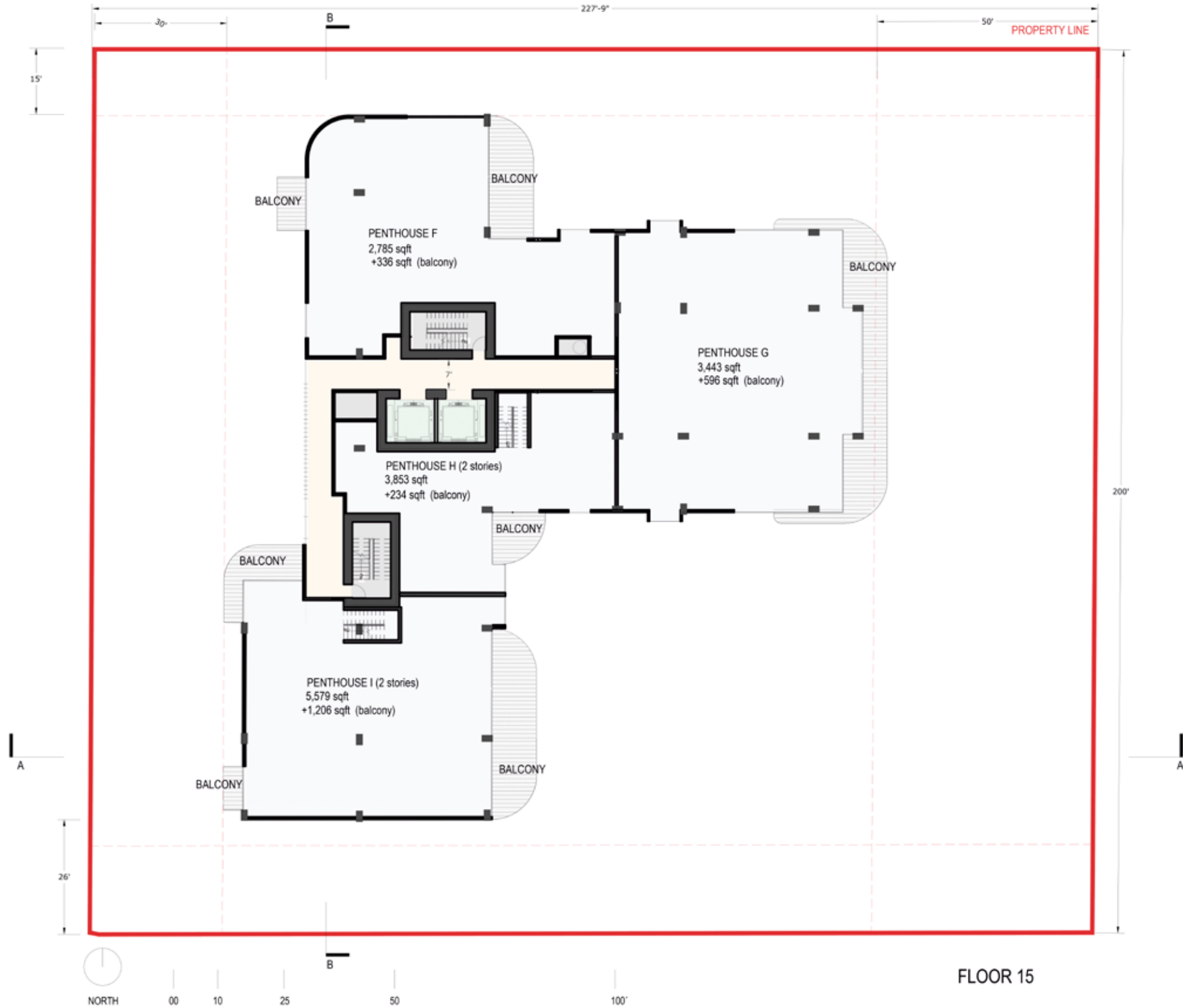




7

CONCEPT DESIGN

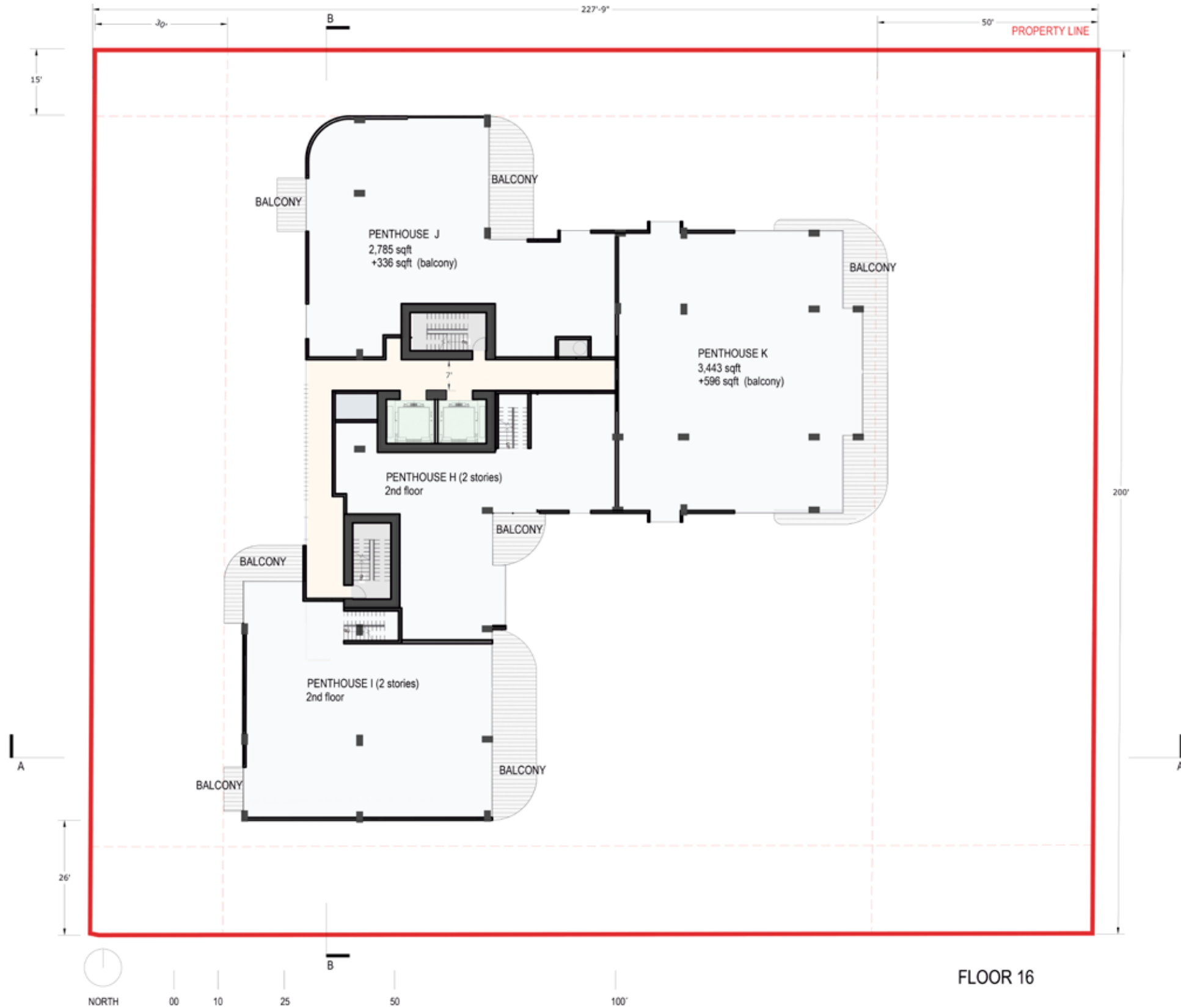
TYPICAL FLOORS (CONDOS), L2-L14. L+. VARIES



8

CONCEPT DESIGN

PENTHOUSE FLOOR L15

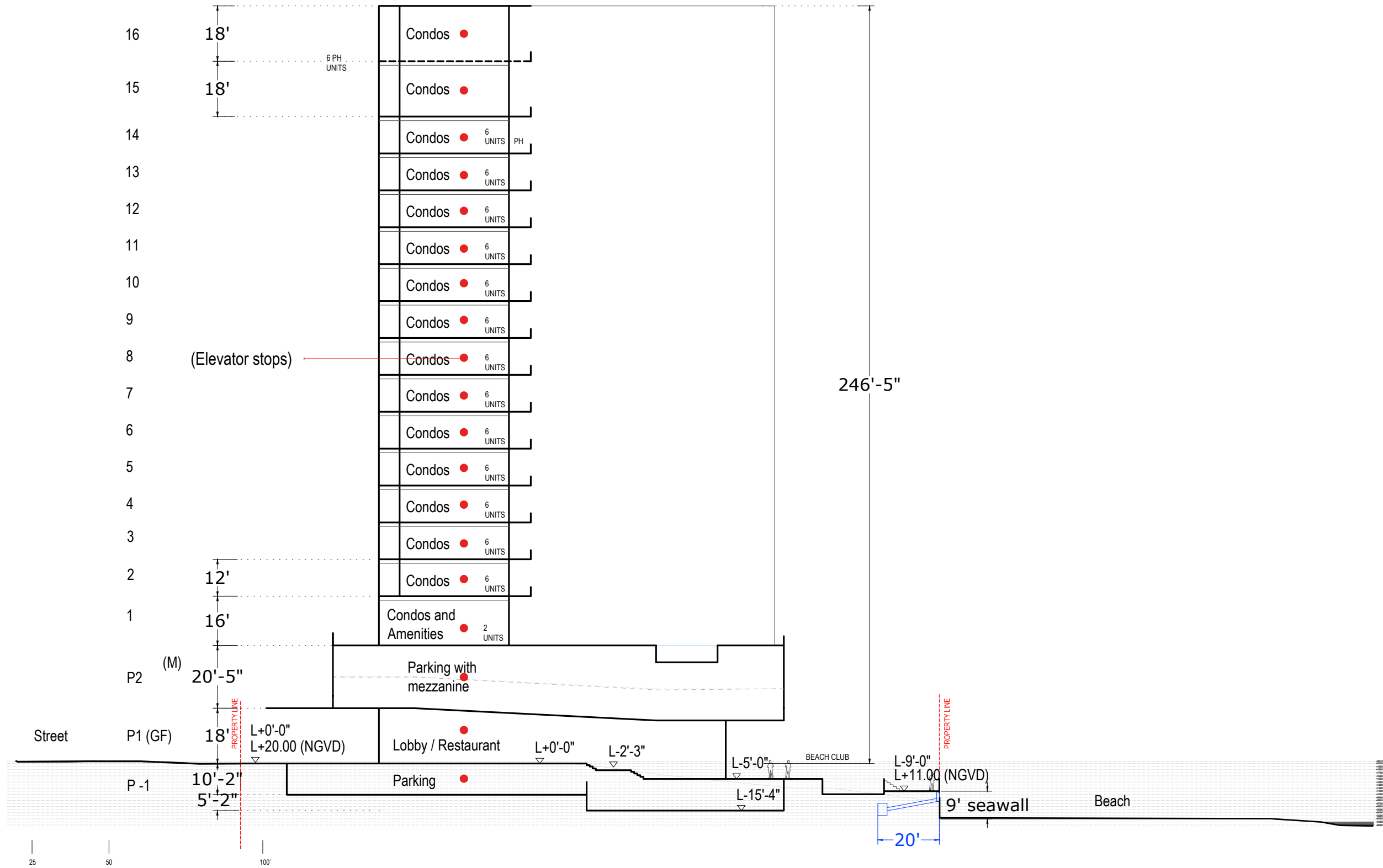


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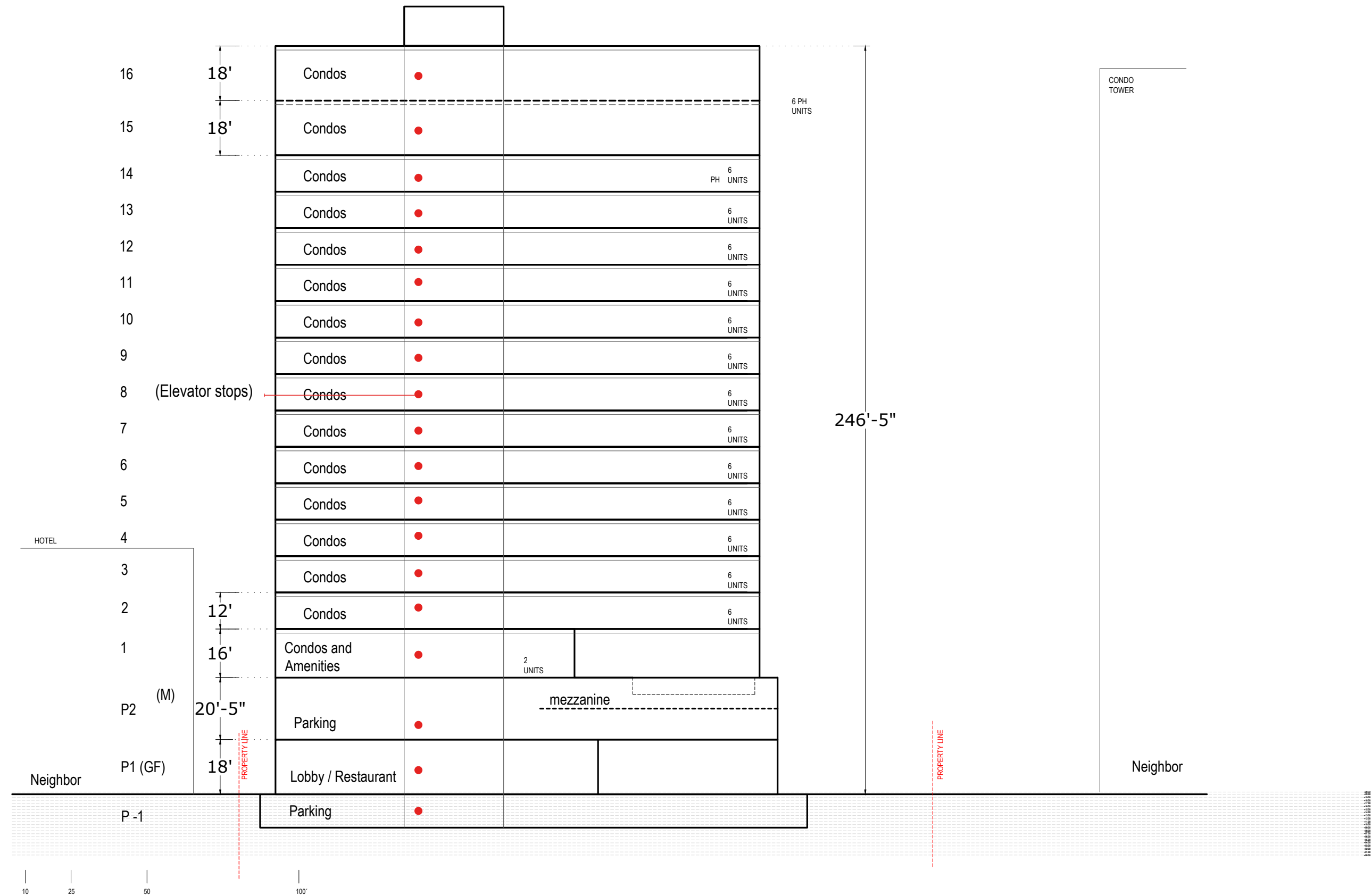
CONCEPT DESIGN

ROOFTOP FLOOR L. + 246'-5"

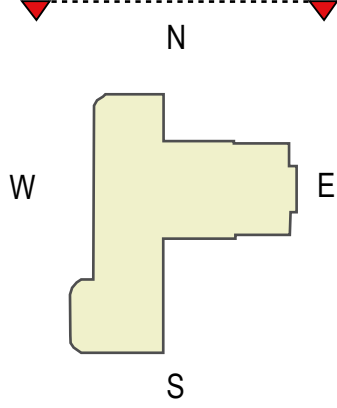


CONCEPT DESIGN
SECTION A

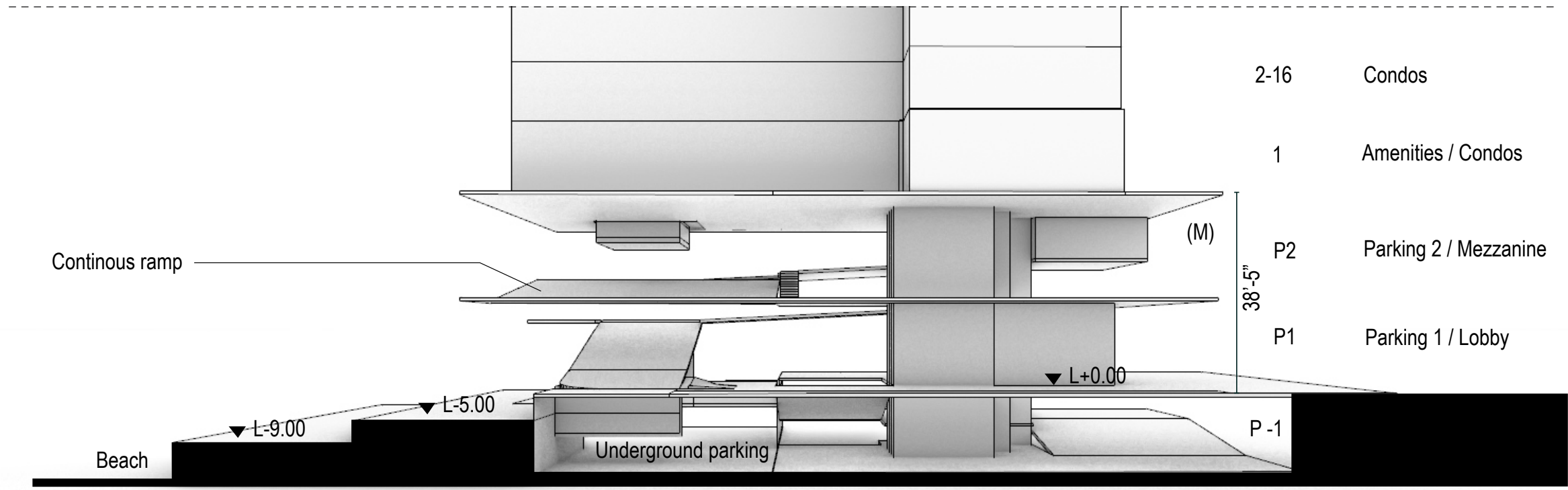
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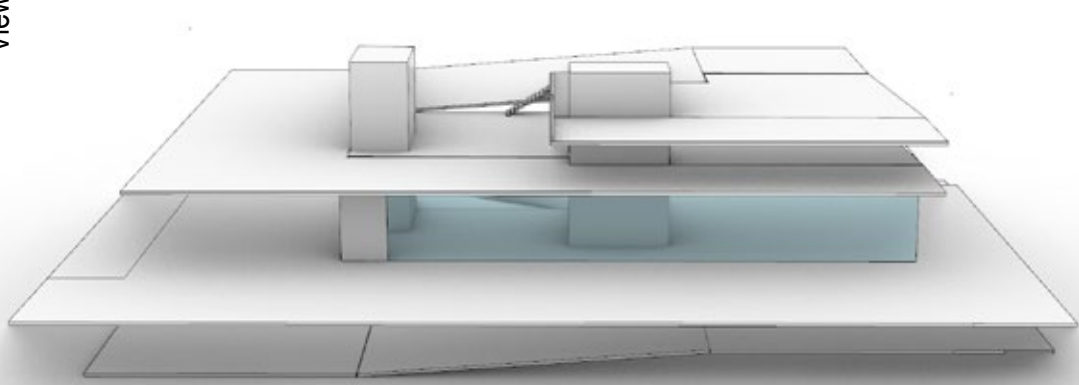
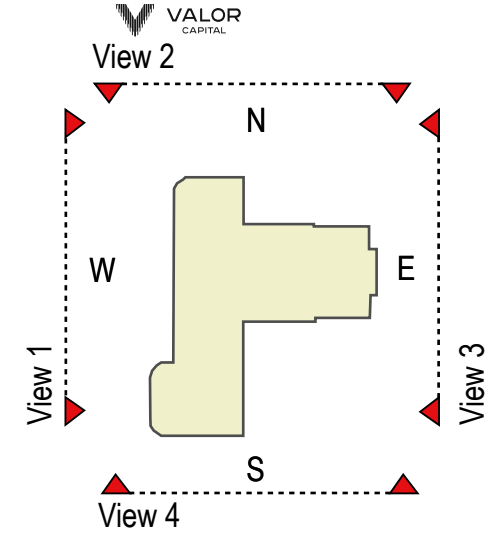


CONCEPT DESIGN
SECTION B

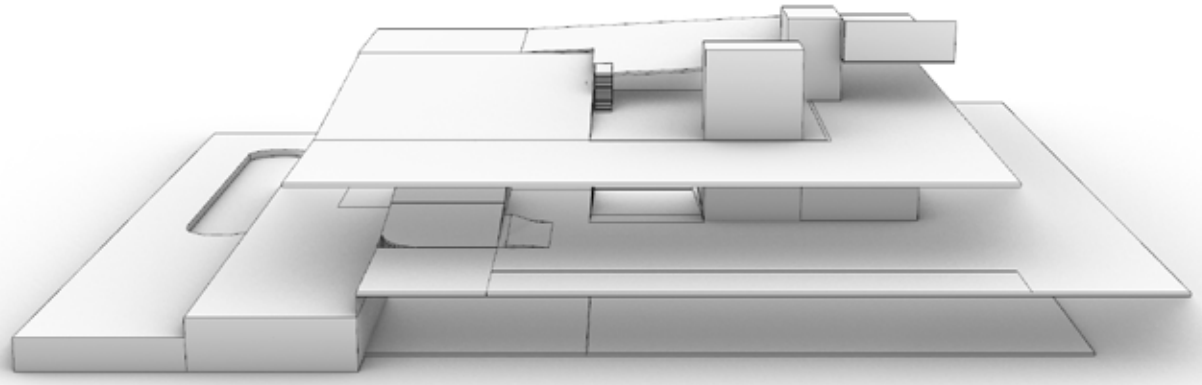


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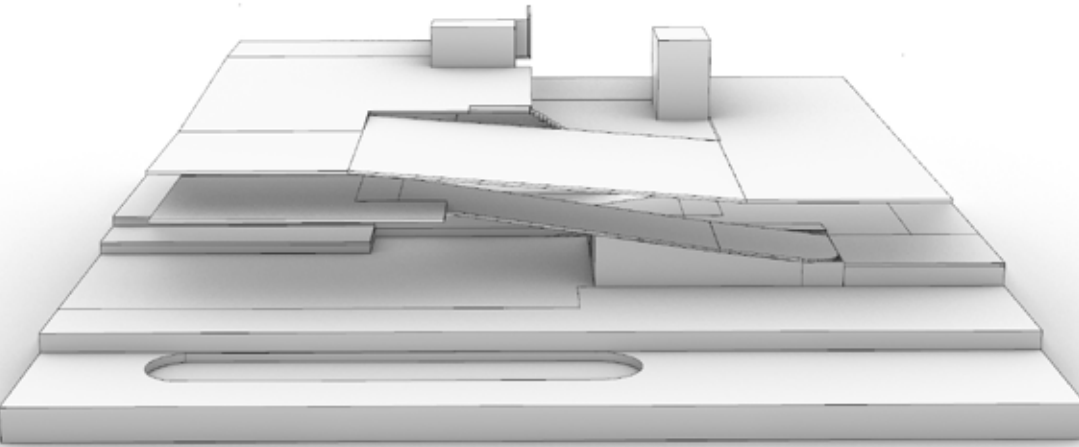




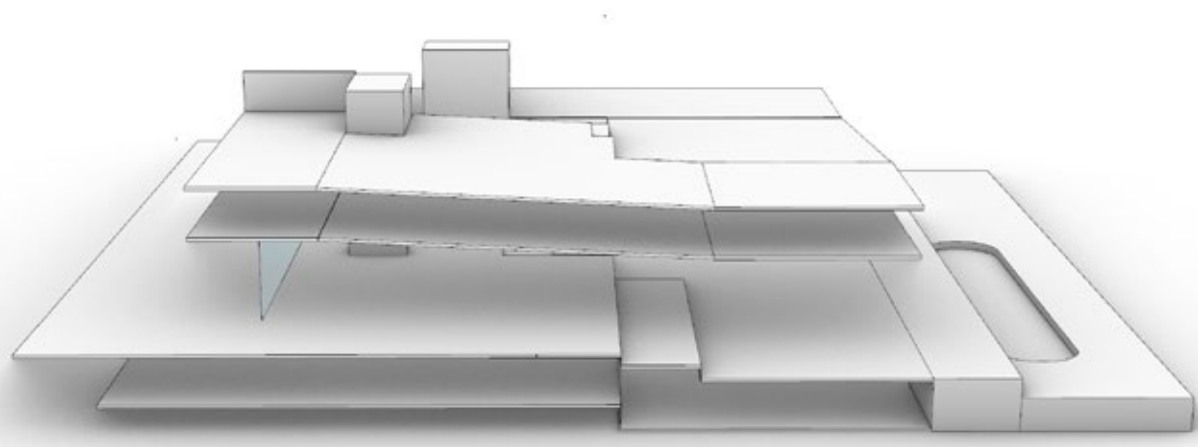
VIEW 1



VIEW 2



VIEW 3



VIEW 4



Artist Rendering.
All images and designs depicted herein are artist's conceptual renderings, which are based upon preliminary development plans, and are subject to change without notice in the manner provided in the offering documents.
All such materials are not to scale and are shown solely for illustrative purposes.



Artist Rendering.

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17



Artist Rendering.
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18



Artist Rendering.
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19



Artist Rendering.
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Exhibit B – Planning Analysis

SUBJECT: Ordinance 2023-15, Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant and 9,475 square feet of beach club accessory uses on the property located at 3411 S. Atlantic Avenue

PROPERTY OWNER: Daytona Beach Shores, LLC.

OWNERS AGENT: Robert A. Merrell III, Cobb Cole Attorneys at Law

PLANNING NUMBER: DA12023038

I. INTRODUCTION:

This is a request for a Development Agreement (herein after “Agreement”) between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses on the property located at 3411 S. Atlantic Avenue. The property has a zoning designation of T-RMF-1 (Hotel/Motel-Multifamily Residential District [High Density]) and a future land use designation of High Intensity.

EXHIBIT 1: Aerial view of 3411 S. Atlantic Avenue.



Source: Pictometry December 2023

II. BACKGROUND

The property is designated as “High Intensity” on the City’s Future Land Use Map (FLUM) and has a dual zoning designation of T (Hotel/Motel)-RMF-1 (Multifamily Residential District (High Density)) on the City’s Official Zoning Map. The adjacent land uses and zoning designations are as follows:

EXHIBIT 2: Abutting land uses and zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Days Inn Hotel	High Intensity	T-RMF-1 (Hotel/Motel - Multifamily Residential District (High Density))
South	Towers Ten Condos (114 units, 20 stories)	High Intensity	T-RMF-1 (Hotel/Motel - Multifamily Residential District (High Density))
East	Atlantic Ocean	NA	NA
West	Burger King	Tourist Oriented Commercial	GC-1 (Tourist Oriented Commercial District)

The agreement provides for an innovative design of the property and structure containing 86 multifamily residential units in an 18 story building with associated parking garage and 6,945 square feet of retail/restaurant with 9,475 square feet of beach club accessory uses. However, the development criteria in the Agreement provides a general development framework and as such, the final development product may vary from the development concepts attached in the Agreement. If the ordinance is adopted and Agreement approved, the applicant will subsequently submit detailed site development plans to the City for review. These site development plans will require public hearings for a recommendation and approval by the Planning and Zoning Board and the City Commission, respectively.

The highlights of the proposed Agreement are:

1. Development Permitted: The Agreement provides a general development framework that would facilitate the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage and 6,945 square feet of retail/restaurant with 9,475 square feet of beach club accessory uses. The final site plan and development may vary provided they remain in substantial compliance with the framework. Any substantial changes will require City Commission approval.
2. Density: Measured from the Mean High Water Line.

3. Agreement Duration: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy.
4. Deviations: To realize number 1 above, eleven (11) deviations from the City's Land Development Code are requested.
5. Administrative Adjustment: City Staff may allow for modifications of up to 10% to any of the dimensional or landscaping requirements. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

III. EVALUATION CRITERIA

The decision to approve or deny a development agreement application is a legislative/discretionary process that does not consider specific standards/criteria however, Section 15-4. of the City's LDC outlines the requirements that shall be contained in any development agreement. Below are the required provisions and the way in which the applicant fulfilled the requirements of this section:

(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

Requirement met? Yes, The legal description and sketch of the 1.04+/- acre subject property has been provided as Exhibit "A" of the development agreement. Daytona Beach Shores, LLC has been identified as the property owner.

(2) The duration of the development agreement, which duration shall not exceed thirty (30) years, but which may be extended by mutual consent of the city and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said development agreement.

Requirement met? Yes, the duration of the development agreement can be found in SECTION 25. of the agreement. The proposed duration is three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy.

(3) The development uses permitted on the land, including population densities, building intensities and building heights.

Requirement met? Yes, the development uses permitted, population densities, building intensities and building heights can be found in SECTION 3. DEVELOPMENT STANDARDS. The proposed development consists of multi-family residential with associated customary accessory uses for multi-family residential, including but not limited to parking garage, restaurants, coffee shop, bakery, bars, conference and convention space, pool side structures, spas and health services, and related resort amenities, along with supporting retail or commercial services. The development provides 86 residential

units (with density measured to the Mean High Water Line), 6,945 square feet of retail/restaurant/commercial space, and 9,475 square feet of Beach Club amenities with a building height of 18 stories which includes two stories of parking and one subgrade parking level.

(4)All documents required to comply with criteria cited in the land development regulations applicable to the subject project.

Requirement met? Yes, a concept plan and civil site analysis have been provided as Exhibit "B" to the agreement which demonstrates compliance with the applicable land development code regulations however, eleven deviations are proposed as part of this agreement (Section 13 of the agreement)

(5)A description of the public facilities that will service the development including the designation of the entity that shall be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required hereunder.

Requirement met? Yes, the property has direct access to existing public facilities. School concurrency approval shall be required as part of the regular site plan submittal.

(6)The applicant may be required to provide a performance bond, letter of credit, or similar instrument, to be deposited with the City to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any site development or building permits or other development permissions. In the event that the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.

Requirement met? Yes, there are no new public facilities proposed as part of this development. No performance bond or letter of credit is required. School concurrency approval shall be required as part of the regular site plan submittal.

(7)A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.

Requirement met? Yes, SECTION 5. IMPACT FEES AND PERMITTING of the agreement provides that impact fees and other funding requirements for the project on the Property are as established by controlling law and shall be met in the normative course and processes of development. There is no dedication of land for public access. A deviation from Section 14-18.4. is proposed which would have required the dedication of one (1)

public walkway or compensation to the city, equal to the cost estimated to construct the public walkway and irrigated landscape from the sidewalks to the beach plus the city's legal costs for the review of this transaction.

(8) In the event that land is to be conveyed to the city in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.

Requirement met? Yes, no land is proposed to be conveyed to the City. However, the development agreement provides a deviation from LDC Section 14-18.4. which requires that the development provide a dedicated 7' public walkway in a breezeway corridor, acknowledging that existing public access is within 1,000 feet of the site and that no provision of funding for access is required.

(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include, but not be limited to, the following:

- a. Any required comprehensive plan amendments or changes in land use designations or changes in zoning classifications/districts assigned to property.*
- b. Any required submissions to or approvals from Volusia County; the State of Florida, Departments of Economic Opportunity (DEO), Environmental Protection (DEP), Transportation (DOT), or such other department or agency of the State as may be applicable; the United States Army Corps of Engineers; the St. Johns River Water Management District; the United States Environmental Protection Agency or any other federal departments or agencies with competent jurisdiction over any aspect of the proposed development.*

Requirement met? Yes, SECTION 5. IMPACT FEES AND PERMITTING of the agreement provides that "All development permits normatively needed to be approved for the development of the Property shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the Property. Receipt of applicable approvals for other agencies will be required as part of the formal regular site plan application/approval process."

(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan and with the general purpose and intent of the land development regulations of the city. However, if amendments are required to the comprehensive plan or land development regulations, such amendments shall be specifically identified in the development agreement and the

agreement may be contingent upon those amendments being made and approved by the appropriate governmental agencies.

Requirement met? Yes, SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS of the agreement provides such finding as the following: "In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining to, regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's Comprehensive Plan, CITY's land development regulations, codes and ordinances of the CITY."

No amendments to the comprehensive plan or land development code are required.

(11) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

Requirement met? Yes, the statement has been provided in SECTION 5.c. as follows: "Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction."

(12) A finding that the terms and conditions of the development agreement benefit the public interest.

Requirement met? Yes, public benefits have been listed in SECTION 4. PUBLIC BENEFITS of the agreement along with findings consistent with the comprehensive plan. Notably the development proposes additional residential opportunities resulting in greater tax revenue and also creates a destination center for living, dining and entertainment to Daytona Beach Shores residents and visitors in the form of 6,945 square feet of restaurant, retail, and commercial space and 9,475 square feet Beach Club amenities shown on the concept plan in Exhibit "B".

(13) A description of any deviations that have been granted with regard to the provisions of the city's land development regulations.

Requirement met? Yes, eleven (11) proposed deviations from the LDC requirements are found in SECTION 13 of the agreement. **Table 1** below summarizes the deviations requested.

TABLE 1: Summary of LDC Deviations in Development Agreement

Deviation #	LDC Section	Description of Deviation	Standard Required by LDC	Deviation/Standard proposed (requested)
1.	Section 14-49.9	A deviation from the requirement that two loading zones for structures over 100,000 sq. ft. in gross floor area.	2 loading zones (292,894 sq/ft GFA)	1 loading zone
2.	Section 14-18.4	A deviation of the breezeway/visual corridor length required.	Min.30%	17.5%
3.	Section 14-18.4	A deviation of the maximum north/south building coverage.	Max. 65%	Max.83%
4.	Section 14-18.4	A deviation from the maximum permitted lot coverage.	35% maximum	60% maximum
5.	Section 14-18.4	A deviation from the requirement of minimum green area on the site.	30% minimum	21% minimum
6.	Section 14-18.4	A deviation from the side setbacks applicable to the Property	North & South Setback=94.6 feet	North=15 feet South=20 feet
7.	Section 14-18.4	A deviation from the requirement that structures exceeding twelve stories have a minimum setback of 40 ft.	Minimum 40 feet	North=15 feet South=20 feet
8.	Section 14-48.6	A deviation from the standard requirements for required parking spaces.	175 spaces	133 spaces (note: owner retains option to add 29 car lifts)
9.	Section 14-46.5.4.b.	A deviation from the minimum 5-foot	5 feet	1 foot

		landscape buffer required abutting the north property line.		
10.	Section 14-46.5.4.a.	A deviation from the minimum 10-foot landscape buffer required abutting A1A right of way.	15 feet	5.8 feet
11.	Section 14-18.4	A deviation from the requirement that the property provide a 7' public walkway or compensation to the city, equal to the cost estimated to construct the public walkway and irrigated landscape from the sidewalks to the beach plus the city's legal costs for the review of this transaction	1 public walkway or compensation to the city	No public walkway and no provision for compensation to the City.

(14) A description of any vested rights in the property which is the subject of the development agreement which have been recognized and affirmed by the city.

Requirement met? Yes, not applicable to this property.

(15) Any other pertinent information that may be found necessary and required by the city.

Requirement met? Yes, the city has reviewed and provided recommended changes to the Development Agreement through the review process. No additional information has been found necessary or required.

Based on staff's interpretation of the information and language provided in the proposed development agreement, **Table 2** below was derived to assist the Board's decision-making process:

Table 2: Development Agreement Requirement Summary (per Section 15-4.a.)

Requirement	1.	2.	3.	4.	5.	6.	7.	8.	9.	10	11.	12.	13.	14.	15.	Total
Requirement Met	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
Requirement Not Met																
Requirement Partially Met																

Staff Recommendation:

1. The Community Services Department is recommending approval of the development agreement including eleven (11) deviations from the Land Development Code.
2. Waiver of compensation to the city, equal to the cost estimated to construct a seven (7) foot public walkway and irrigated landscape from the sidewalk to the beach plus the city's legal costs for the review of this transaction is subject to City Commission approval.

3411 S. ATLANTIC CONDOMINIUM

DAYTONA BEACH SHORES, FLORIDA

CIVIL SITE PLAN ANALYSIS

Lot Area = 45,426 sf (1.04 ac.) measured to seawall

Lot Area = 62,079 sf (1.43 ac.) measured to MHWL

Note: The boundary survey from 2018 is an accurate depiction of the mean high water line used in the calculation of overall density.

Density:

(60 u/ac) x 1.43 ac. = 85.8 units

Density Provided: 86 units

OK

Building Height

Large Lot Type "B" - Maximum 16 stories plus 2-garage levels

Proposed Structure = 16 stories plus 2-garage levels

OK

Parking

Condominium Parking = (1.5 spaces/ unit) x 86 units = 129 spaces

Restaurant Parking = 160 seats x 1space/ 4 seats = 40 spaces

PLUS 12 employees x 1 space /2 employees = 6 spaces

Total Parking Required: 175 spaces

Parking Provided: 133 spaces

WAIVER 1

(note: owner retains option to add 29 car lifts)

Covered Parking

(1 space/ unit) x 86 units: 86 spaces

Covered Parking Provided: 132 spaces

OK

Handicapped Parking

4 stalls for (101-150 spaces)

Handicapped stalls Provided: 5 spaces

OK

Loading Zone

Total Gross Building Floor Area = 292,894 sf

Required: 2 Loading Zones for GFA > 100,000 sf

Provided: 1 Loading Zone

WAIVER 2

Lot Coverage

Building Ground Level Area (35% maximum)

Building Area = 24,064 sf

Port -a-Cache = 1403 sf

Pool Deck Structures = 1920sf

Total Building Area = 27,387 sf

Lot Coverage = (27,387/45,426)sf = 60%

(60% >35%)

WAIVER 3

Building Core Coverage = 12728 sf (28% lot coverage)

North/ South Lot Width Coverage

A1A Width = 200 ft. (65% maximum)

Building Width = 165.2 ft.

N/S Coverage = $(165.2/200)\text{ft.} = 83\%$ $(83\% > 65\%)$

WAIVER 4

Setbacks

Front Setback

Building

Required: 30 ft. to Building

Provided: 30 ft.

OK

Porte Cocheres (max 12 ft. encroachment)

Required: 18 ft.

Provided: 18 ft.

OK

Rear Setback

Building

Required: 50 ft.

Provided: 50.3 ft.

OK

Side Setback

Calculation:

Building Height = 246'5" ft.

0 ft. - 20 ft. = 7 ft.

 $20\text{ ft.} - 65\text{ ft.} = (45\text{ ft.} / 3) = 15\text{ ft.}$ $246.42\text{ ft.} - 65\text{ ft.} = 181.42\text{ft.} / 2.5 = 72.5\text{ ft.}$ $\Sigma = (7 + 15 + 72.5)\text{ ft.} = 94.6\text{ ft.}$

Required: 94.6 ft. to Building (N & S Sides)

Provided: North (Garage Level) = 15 ft.

South (Garage Level) = 20 ft.

WAIVER 5

For all structures exceeding twelve (12) stories:

Required: Minimum side yard setback = 40 ft.

Provided: North (Garage Level) = 15 ft.

South (Garage Level) = 20 ft.

WAIVER 6

Perimeter Buffer

Right of Way (A1A)

Required: 15 ft.

Provided: 5.8 ft. (drive aisle encroachment)

WAIVER 7

North Lot Line

Required: 5 ft.

Provided: 1.3 ft. (loading dock encroachment)

WAIVER 8

South Lot Line

Required: 5 ft.

Provided: 5 ft.

OK

Green Area

Overall Site Requirement

Lot Area (to seawall) = 45,426 sf

Green Area Required = 30% x 45,426 sf = 13,628 sf

Green Area Provided = 6204 sf Plus 3500sf Pool Deck Allowance = 9704sf

(9704/ 45,426) = 21% (21% < 30%)

WAIVER 9

Front Yard Green Area

Front Yard Area = 200 lf x 30 ft. = 6,000 sf

Required Green Area = 30%

Green Area Provided = 1872 sf (1872/ 6000)sf = 31% (31% > 30%)

OK

North Side Yard Green Area

Side Yard Area = 147.25 ft. x 15 ft. = 2,209 sf

Required Green Area = 25%

Green Area Provided = 1502 sf (1502/ 2,209)sf = 68% (68% > 25%)

OK

South Side Yard Green Area

Side Yard Area = 147.04 ft. x 20 ft. = 2,941 sf

Required Green Area = 25%

Green Area Provided = 747sf (747/ 2,941)sf = 25% (25% = 25%)

OK

Under Ground Garage Top Elevation

Shall Not Exceed the Greater of Elev. 20 (NGVD 29) or Average Centerline Crown

Average Centerline Elevation = (20.61 + 20.58) / 2 = 20.59 ft.

U/G Garage top Elevation = 20.0

OK

Breezeway/ Visual Corridor

Minimum of 30% of the overall frontage clear from A1A to MHW

Total Frontage = 200 ft.

Breezeway Required = 200 ft. x 30% = 60 ft.

Breezeway Provided = 15 ft. (North) + 20 ft. (South) = 35 ft. (17.5% < 30%)

WAIVER 10

Cruz, Stewart

From: Cruz, Stewart
Sent: Thursday, February 22, 2024 9:45 AM
To: Cruz, Stewart
Subject: FW: Online Form Submittal: City Mayor & Commission

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, February 22, 2024 9:16:45 AM
To: CDBS Commission <cdbs.commission@cityofdb.org>
Subject: Online Form Submittal: City Mayor & Commission

City Mayor & Commission

First Name	Jim
Last Name	Draheim
Email Address	jimdraheim4679@frontier.com
Phone	4044316583
Subject	Valor Capital--Vacant Lot--North of Towers Ten
City Mayor & Council Member	Sent to All Council Members
Message	To the Council Members of Daytona Beach Shores,

As the President of the Towers Ten Condominium Association, Inc. at 3425 S. Atlantic Avenue, I want to express the homeowners' support for the Valor Capital project on the vacant lot to our north. The Valor Capital group has met with our homeowners on several occasions and solicited their advice on the proposed architecture of the building and the various amenities that the group plans to offer in the building. During the first session with homeowners, many homeowners expressed their concern because of blocked views for the north side homeowners. Valor Capital listened to their concerns and developed a plan that maximized the views from the north side of Towers Ten. Valor Capital then returned to the homeowners and presented an updated architectural rendering which the homeowners support. This is just an example of Valor Capital's willingness to work with us. In addition, Valor Capital has met with board members on several occasions to seek our input on the project. At all times, the Valor Capital group has listened to our suggestions and made adjustments to their plans.

In addition, it is my understanding that Valor Capital has reached out to various local businesses to seek their input on the plans. This is an example of their willingness and intention to become an integral part of the Daytona Beach Shores' community.

This proposed luxury building is a welcome addition to Daytona Beach Shores and will certainly generate more tax revenue for the Shores. On behalf of the homeowners at Towers Ten, I hope that you will support this project.

Jim Draheim, President
Board of Directors
Towers Ten Condominium Association, Inc.
3425 S. Atlantic Avenue
Daytona Beach Shores
404 431-6583

Email not displaying correctly? [View it in your browser.](#)

From: Bill Dryer <wjdbill@yahoo.com>
Sent: Wednesday, February 21, 2024 9:03 AM
To: Miller, Nancy; Politis, Michael; Card, Mark; Conomos, Chris; Dembinsky, Stephan
Cc: Swartzlander, Kurt; Cruz, Stewart
Subject: Serena by the Shores development application

February 21, 2024

Dear Mayor, Vice-Mayor and Commissioners,

I would like to express my opinions regarding the upcoming application for the Serena by the Shores condominium project. There are a number of aspects of this proposal with which I find fault.

1. The use of development agreements is poor public policy, and should only be used for unusual situations like Treasure Island – not for routine construction project. They short circuit the approval and variance process and can make mincemeat of our Land Development Code.
2. A developer requesting to keep a total of approximately 70% of the first 15 years of Shores tax revenue is not just breathtaking, it is insulting to the Commission and to the citizen/taxpayers.
3. It's not like if **this** particular building by **this** particular developer is not approved that nothing else will be built on this lot. They could change their proposal or turn the project over to someone who is less outlandish.
4. The Aruba Condominium and proposed LIV development requested **NO** code variances and **NO** tax incentives. If they can do it, why not **this** developer?
5. 11 variations from city code are requested, many of them outrageous like 60% lot coverage instead of 35%, huge percentage setback changes, 5.8 and 1.3 ft. perimeter buffers instead of 15 and 5 ft., 1 loading zone instead of 2 (causing more A1A lane blockages), no walkway or compensation for a lack of one, etc. etc.
6. If there are any peculiarities of this property, the developer could have gone through the variance process, which requires the **minimum variance necessary** after them having to **prove** the lot deficiency, not a grab bag of huge requests, designed to increase their profit while still denying the city of most of its future tax revenue.
7. This is only a supposition on my part, but is it possible that the developer is asking for the 15 years of tax revenue as a "stalking horse" proposal? You would feel good by denying them this outrageous request and, feeling better, will now sign off on 11 major variations from code that they also should not receive?
8. The Aruba Condominium and proposed LIV development requested **NO** code variances and **NO** tax incentives. If they can do it, why not **this** developer?
9. As a former member of the Shores Board of Adjustments and a 22 year attendee of city commission meetings, I have never seen such a brazen proposal as this one.

10. When building heights were (with enormous controversy) raised by 3 former city council members, the public was assured that building heights would be limited by city codes such as setbacks, buffers, etc. This proposal lays waste to those assurances.

11. Precedents will be set for future development requests if you approve this project. The Commission stated at the time that the Treasure Island agreement was a "one-off" because of the extraordinary nature of the situation. Now we have someone coming in with an ordinary building proposal and basically saying, "I'll take the Treasure Island deal, please!". Do this, and everyone will believe that it is open season on the Daytona Beach Shores Land Development Code. Why have a code if we would show no respect for it?

12. The developer will put on a great dog and pony show for you. Look at this **beautiful building!** They will have drawings, pictures, maybe a slide show or even a video. They might well have already lobbied you. But they are not only putting lipstick on a pig, but mascara, eyeliner and jewelry on it, too. But it is still a pig.

13. Oh, I almost forgot to mention (I) - The Aruba Condominium and proposed LIV development requested **NO** code variances and **NO** tax incentives. If they can do it, why not **this** developer?

~~I humbly ask that you consider my opinions in your decision-making process. I know we all want~~
what we think is best for Daytona Beach Shores. And I thank you for your service to our city.

Respectfully,

Bill Dryer

2937 South Atlantic Ave.

Cruz, Stewart

From: Tricia Townsell <triciatownsell@me.com>
Sent: Friday, December 8, 2023 4:23 PM
To: Cruz, Stewart
Subject: 3411 South Atlantic proposed development

Thank you for the opportunity to share our thoughts and concerns regarding the development plan and deviation requests the City is considering in regards to the proposed development at 3411 South Atlantic Avenue, Daytona Beach Shores, Florida. We have owned and operated a 76 unit franchised hotel immediately adjacent to the proposed development, for the past 30 years. We strongly believe that the following requested deviations from the Daytona Beach Shores land development code would have an enormous negative impact on the neighborhood character, our ongoing business and would ultimately diminish the value of our property.

#1. PARKING- 13 less parking spots. Our area is in need of additional parking, granting a deviation from this code puts added pressure on neighboring properties to police and protect their lots for the benefit of their guests/owners

#2.LOADING - 1 Loading area versus 2. One spot to accommodate the delivery and refuse needs of 80+ residential units, as well as commercial food and beverage deliveries and garbage/grease disposal all within 15' of our property. We are concerned about truck noises, vehicle motion alarms, dumpster smells and loose trash within such close proximity.

#3.LOT COVERAGE 60% versus 35% We feel this is an extreme deviation, creating a wall and diminishing the welcoming character of Daytona Beach Shores.

#4.SHORE PARALLEL BUILDING COVERAGE 83% versus 65% We are concerned with air flow, and diminished views from A1-A created by this deviation.

#5.NORTH SIDE SETBACK 15' versus the dictated 94.6' We are concerned with additional shadows the granting of this deviation would create, diminished views as well as guest room/balcony privacy concerns.

#6.NORTH MINIMUM SIDE YARD 15' versus dictated 40'. In our opinion this is an extreme deviation which will be overpowering to our property due to the overall size of this proposed project.

#7.PERIMETER BUFFER NORTH LOT LINE 1.3 feet versus dictated 5.0' See ABOVE

#8. BREEZEWAY VISUAL CORRIDOR 17.5% versus dictated 30%. Again, another extreme deviation request that will have a hugely negative visual impact on the community, airflow issues, and shadow concerns.

We welcome a neighbor and development in adherence to the City of Daytona Beach Shores carefully established land development codes and ordinances

This Instrument Prepared By:
Robert A. Merrell III, Esq.
Cobb Cole
149 S. Ridgewood Ave, St. 700
Daytona Beach, Florida 32114

Return To:
Ms. Cheri Schwab
City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

SERENA BY THE SHORES
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between DAYTONA BEACH SHORES LLC, a limited liability company, registered and authorized to conduct business in the State of Florida, hereinafter referred to as the “PROPERTY OWNER”, and the CITY OF DAYTONA BEACH SHORES, FLORIDA, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as “CITY”.

W I T N E S S E T H:

WHEREAS, the PROPERTY OWNER is the owner of real property located at 3411 South Atlantic Avenue, identified as Volusia County Tax Parcel Identification Number 533503010310 in Daytona Beach Shores, as further described on Exhibit “A” attached hereto (referred to from time to time as the “Property” in this Development Agreement and which is the subject of the exhibits referenced herein); and

WHEREAS, the PROPERTY OWNER and the CITY wish to enter into a Development Agreement to allow for development of the Property for residential uses; and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in the development of the property in accordance with the CITY’s comprehensive plan, official zoning map and *Land Development Code* to allow for a private condominium residences with a mixed-use component; and

WHEREAS, the CITY desires to provide for the orderly development of land within the CITY in order to maintain a high quality of life for residents and businesses; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the CITY shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*, local governments are authorized to adopt, by ordinance, procedures and requirements whereby a local government may consider and enter into a development agreement with any person having a legal or equitable interest in real property located within the local government's jurisdiction and the CITY enacted Ordinance 2013-10, codified as Chapter 15, *Land Development Code*, to implement the provisions

of the referenced statutory provisions; and

WHEREAS, the lack of certainty in the approval of development can result in a waste of economic and land resources; discourage sound capital improvement planning and financing; escalate the cost of housing and development; and discourage commitment to comprehensive planning and the CITY and the PROPERTY OWNER desire to engage in sound and long range planning with regard to the Property in a manner that protects the investment backed expectations and rights of the PROPERTY OWNER while providing for an array of benefits to the citizens of the CITY; and

WHEREAS, development agreements entered into pursuant to the *Florida Local Government Development Agreement Act*, strengthen the public planning process, encourage sound capital improvement, planning and financing; assist in assuring that there are adequate capital facilities to support development; encourage private participation in comprehensive planning; and reduce the economic cost of a development by providing assurances to a developer that, upon receipt of a development permit, the developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement; and

WHEREAS, development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project and, although subject to negotiation, allowable land uses must be consistent with the local planning policies formulated by the legislative body (the CITY's City Commission) through its general plan, and consistent with any applicable specific plan; and

WHEREAS, neither the PROPERTY OWNER nor the CITY, as the local government with land use regulatory authority over lands located within the CITY, is required to enter into a development agreement and, when entered, the allowable land uses and other terms and conditions of approval are negotiated between the parties, subject to the CITY's ultimate approval, but while a development agreement must advance the CITY's local planning policies, it may also contain provisions that vary from otherwise applicable zoning standards and land use requirements; and

WHEREAS, development agreements are, essentially, a planning tool that allows public agencies greater latitude to advance local planning policies, sometimes in new and creative ways and, as such, development agreements may be viewed as an alternative to the traditional development approval process which, in practice, it is commonly used in conjunction with; and

WHEREAS, the City Commission of the CITY finds it is in the best interest and welfare of the citizens of the CITY to approve this Development Agreement with the terms and conditions set forth herein; and

WHEREAS, the City Commission of the CITY has determined that the terms and conditions of this Development Agreement are in the best interests of the public health, safety and welfare of the citizens of the CITY and provide for specific public benefits; and

WHEREAS, the City Commission of the CITY hereby finds and concludes that the provisions of this Development Agreement are consistent with the CITY's *Comprehensive Plan* and will result in the provision of enhanced economic development within the City and is

consistent with the general purpose and intent of the land development regulations of the CITY and no amendments are required to the CITY's *Comprehensive Plan* or land development regulations in order to approve the development set forth in this Development Agreement; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the PROPERTY OWNER and CITY agree as follows:

SECTION 1. RECITALS/FINDINGS.

a) The recitals, set forth above, are true and correct and form a material part of this Development Agreement upon which the parties have relied.

b) The findings, set forth above, are, and constitute, the administrative and quasi-judicial findings of the City Commission of the CITY and form a material part of this Development Agreement upon which the parties have relied.

SECTION 2. PREMISES.

a) The property subject to this Agreement consists of approximately 1.04 +/- acres of developable area within the real property and is described in Exhibit "A", attached hereto and by reference made a part hereof.

b) The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER.

SECTION 3. DEVELOPMENT STANDARDS.

1. Development Criteria. The Property shall be developed in accordance with the City's Land Development Code (LDC), and the terms and provisions set forth in this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance shall control.

a) The overall Property shall be developed in accordance with the following standards, as depicted in Exhibit B and C, contained herein:

Development Criteria	Approved Standard
1. Density	86 Units, with density measured to the Mean High Water Line
2. Retail/Restaurant/Commercial Intensity (accessory)	Maximum of 6,945 square feet plus 9,475 square feet Beach Club.
3. Building Height	16 stories, plus two floors of parking structure (which may include a mezzanine level), and one additional sub-grade floor of parking
4. Loading Zone	Minimum of 1 stall
5. Breezeway Corridor	Development shall meet a maximum of 83% (approximately 165.5' in width) of the permitted North/South Building Width coverage.
6. North South Building Width	The breezeway/visual corridor length shall be waived pursuant to this Agreement.
7. Maximum Lot Coverage	60%, Maximum Lot Coverage - the requirement for a maximum lot coverage shall be waived pursuant to this Agreement.
8. Green Space	20% overall, 30% front yard
9. Minimum Setbacks	Front: 30 ft, Porte Cocheres 18 ft. Rear (Oceanfront): Primary Structure 50 ft. Side (North): 15 ft. Side (South): 20 ft.
10. Parking	133 Spaces to be shared across Property
11. Landscape buffer	A1A: 5 ft. North: 1' ft. South: 5 ft.

*Lot area to be measured to the mean high-water line on the Property.

- b) Permitted Uses: Permitted uses for the Property shall include the following Multi-family Residential, Parking Garage Use, and customary accessory uses for Multi-family Residential, including but not limited to restaurants, coffee shop, bakery, bars, conference and convention space, pool side structures, spas and health services, and related resort amenities, along with supporting retail or commercial services that do not exceed the intensity limitations set forth above. An activated roof is permitted to include passive green areas for residents.
- c) Parking:
 - a. In the event that structured parking (defined as parking within a structure below, at or above grade in a manner such that vehicles are not visible from the public street, and potentially including car lifts) is developed on the property, including the provision of parking levels associated with the residential development that exceeds two levels, such parking shall not be required to provide additional parking or landscaping beyond standard code requirements, regardless of

structure height. This provision shall control over the language set forth in Section 14-18 of the City's Land Development Code.

- b. Development of the site shall include the provision of a minimum of 133 parking spaces to support the proposed development. This provision shall control over the language set forth in Section 14-48.6 of the City's Land Development Code. Multifamily residential development shall provide a minimum parking ratio of 1.0 spaces/unit.
- c. Any portion of the Property may be used for interim parking during construction of the necessary parking facilities designed to meet the requirements of the LDC, as modified herein.
- d) Public Beach Access: Development of the site shall include a seven-foot dedicated concrete public walkway from S. Atlantic Avenue to the beach, together with a connecting wooden beach access dune walkover. The public beach access shall be depicted on the site plan and shall be a condition of regular site plan approval. This beach access shall be dedicated to the City in the form of an easement with all maintenance and replacement responsibilities to be borne by the developer. In lieu of construction and dedication of the aforementioned public walkway and dune walkover, the developer may provide compensation to the City equal to the cost estimated to construct the public walkway and dune walkover plus the city's legal costs for the review of this transaction. The construction costs estimated shall be provided by the applicant and conducted by an estimator approved by the City.

SECTION 4. PUBLIC BENEFITS.

Numerous public benefits derive from the terms and conditions of this Development Agreement, to include:

a) The development of the Property as set forth in this Development Agreement shall provide for additional residential opportunities within Daytona Beach Shores that will result in greater tax revenue to the City.

b) The development will allow for the redevelopment and beautification of a currently unused property and will create a new destination center for living, dining, and entertainment to City residents (in the form of the illustrated food service area shown on the conceptual plan). The Property will include a minimum of 1,500 sq. ft. of food service area open to the public.

c) In addition, the proposed redevelopment of the Property is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below. This agreement will allow development of the property to allow for additional residential uses within a growing sector of the City.

GOAL 1-1: Effectively manage future development by designating appropriate areas for new growth that does not compromise environmental integrity, is responsive to market needs and is consistent with sound land planning practices.

Finding: The proposed project allows for flexibility in development on the property which has been vacant since 2005 and is located in an area for properties located in appropriate areas for urban development. The proposed project will direct additional growth to areas that have already faced development and will lessen impacts on environmentally sensitive areas.

Policy 1-2.1.1: The City shall encourage an urban design pattern in redevelopment areas, where appropriate, that will minimize travel requirements among living, working, shopping and recreation areas.

Finding: The proposed project is centered around the redevelopment of a multifamily use that will allow for residents to be located within close proximity to existing retail and commercial areas. The project will offer additional retail uses to support the proposed residents and surrounding areas through the use of a central coffee shop and food service amenity with access from the beach and with an additional beach club component greatly enhancing the available recreational and dining opportunities in the zone.

GOAL 3-1: Provide a variety of adequate housing for all present and future residents of the City of Daytona Beach Shores through cost efficient objectives, while promoting individual self-sufficiency.

Finding: The proposed project is centered around the development of a condominium development that will allow for additional residential opportunities within this sector of the City.

SECTION 5. IMPACT FEES AND PERMITTING.

a) Impact fees and other funding requirements for the project on the Property are as established by controlling law and shall be met in the normative course and processes of development.

b) All development permits normatively needed to be approved for the development of the Property shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the Property.

c) Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 6. REASONABLE APPROVAL.

In those instances in this Development Agreement in which a party's responsiveness, compliance, approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 7. REMEDIES.

Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Development Agreement.

SECTION 8. HEADINGS/CAPTIONS.

All sections and descriptive headings in this Development Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 9. FORCE MAJEURE.

No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 10. DEVELOPMENT AGREEMENT BINDING; RUNS WITH THE LAND.

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

b) This Development Agreement touches and concerns the premises and shall run with the land and shall be binding upon and inure to the benefit and burden of the parties hereto and their respective successors and assigns.

SECTION 11. EXHIBITS.

All exhibits to this Development Agreement are hereby incorporated into this Development Agreement by this reference thereto. The exhibits included herein are hereby approved by the terms and conditions of this Development Agreement. Any changes to the exhibits shall be approved by the City Commission. A comprehensive list of the exhibits is included below:

Exhibit A: Property Legal Description and Sketch

Exhibit B: Conceptual Plan, prepared by The Performance Group.

Exhibit C: Conceptual Architectural Elevations

SECTION 12. TERMS AND CONDITIONS RELATIVE TO THE PREMISES.

a) In addition to all other covenants, obligations, duties, and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises in accordance with the conceptual site plan for the development of the premises (Exhibit "B") and Conceptual Architectural Elevations (Exhibit "C") or architectural features of similar quality and integrity.

b) The development uses, including parking, and landscaping, as set forth on the conceptual site plan approved in Section 3 and Section 11 and attached as Exhibit "B" comply with the criteria for development in the applicable provision in the land development regulations of the CITY applicable to this development project on the premises as modified in this Development Agreement.

SECTION 13. DEVIATIONS GRANTED FROM CODE OF ORDINANCES.

This Development Agreement is intended to comply with the applicable provision in the land development regulations of the CITY as modified in this Development Agreement. The CITY has approved the following deviations from the standard land development regulations in association with this Development Agreement:

1. Development Criteria 4. LDC Section 14-49.9: The CITY is providing a deviation from the requirement that two loading zones for a structure over 100,000 sq. ft. in gross floor area, to allow the development to provide one loading zone.
2. Development Criteria 5. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a breezeway/visual corridor. The CITY is granting a deviation to this requirement to waive the breezeway/visual corridor required.
3. Development Criteria 6. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a maximum north/south building coverage standard. The CITY is granting a deviation to this requirement to provide that the development will have a modified standard for the implementation of the north south building width coverage required under the LDC for 83%.
4. Development Criteria 7. LDC Section 14-18: The CITY is providing a deviation from the maximum permitted lot coverage for the Property. The conceptual layout and development standards set forth herein provide assurance that the Property will be developed in an orderly manner that preserves open spaces and view corridors.
5. Development Criteria 8. LDC Section 14-18.4: The CITY is providing a deviation from the requirement of green area comprising 30% of the overall site area, provided that landscaping in accordance with the LDC is provided in the proposed Green Area.
6. Development Criteria 9. LDC Section 14-18: The CITY is providing a deviation from the setbacks applicable to the Property to allow for compact development within the Property and to preserve view corridors along the sides of the Property.
7. Development Criteria 9. The CITY is also providing a deviation from the requirement that structures exceeding twelve stories have a minimum setback of 40 ft., to allow for the setback program outlined herein.

8. Development Criteria 10. LDC Section 14-48.6: The CITY is providing a deviation from the standard requirements for parking for the development. The PROPERTY OWNER shall provide parking in accordance with Section 3.1.C. herein.
9. Development Criteria 11. LDC Section 14-46.5.4.b: The CITY is providing a deviation from the required landscape buffers for the Property in order to permit a north buffer to be a minimum of 1', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.
10. Development Criteria 11. LDC Section 14-46.5.4.a: The CITY is providing a deviation from the required landscape buffer along A1A of 5', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.
11. LDC Section 14-18.4 – The CITY is providing a deviation from the requirement that the property provide a 7' public walkway in a breezeway corridor, acknowledging that existing public access remains in the vicinity of the site and no provision of funding for access is required.

SECTION 14. PUBLIC RECORDS.

The PROPERTY OWNER shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and other controlling law and which have been made or received by the PROPERTY OWNER in conjunction with this Development Agreement and shall adhere to the controlling provisions of State law relating to public records.

SECTION 15. EQUAL OPPORTUNITY.

The PROPERTY OWNER agrees that it will not discriminate against any employee or applicant for employment for work relating to the services provided under this Development Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demoting or transfer; recruitment advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 16. CONFLICT OF INTEREST.

The PROPERTY OWNER agrees that it will not commit any act that would cause or create a conflict of interest as defined by Chapter 112, *Florida Statutes*, to exist or occur in the performance of its obligations pursuant to this Development Agreement with the CITY.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining to, regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's Comprehensive Plan, CITY's land development regulations, codes and ordinances of the CITY.

SECTION 18. NOTICES.

a) Whenever either party desires to give notice unto the other, notice may be sent to:

For the **CITY**:

Kurt Swartzlander
City Manager
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32118

With Copy to:

Gretchen R. H. ("Becky") Vose, Esq.
Daytona Beach Shores City Attorney
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

For the **PROPERTY OWNER**:

Ryan Flake
Valor Capital
400 Cleveland St.
Clearwater, Florida, 33755

With Copy to:

Robert A. Merrell, III
Cobb Cole
149 S. Ridgewood Ave., St. 700
Daytona Beach, Florida 32114

b) Either party may change the address for notification by providing notice of such change to the other party.

SECTION 19. INTERPRETATION/APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern this Development Agreement. Any legal action necessary arising out of the Development Agreement will have its venue in Volusia County and the Development Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. The specific provisions of this Development Agreement shall prevail over the generality of the foregoing. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 20. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

This Development Agreement is the result of *bona fide* arm's length negotiations between the parties and all parties have contributed substantially and materially to the preparation of the Development Agreement. Accordingly, this Development Agreement shall not be construed or interpreted more strictly against any one (1) party than against any other party both parties having participated in the drafting of this Development Agreement. Whenever a decision is provided for herein which is to be made by the CITY, such decision must be in writing in order to be binding upon the CITY.

SECTION 21. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein, except as provided in this subsection a. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.

b) If the City Commission of the CITY finds, on the basis of substantial competent evidence, that there has been a material failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Commission upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.

c) A substantial modification of this Development Agreement shall, in the CITY's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code*. This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall, in the City's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code*.

d) City Staff may, as an administrative adjustment reviewed and approved at the staff level, allow for modifications of up to 10% to any of the dimensional or landscaping requirements set forth herein and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

e) If State or Federal laws are enacted after the execution of this Development Agreement, which are applicable to and preclude the parties' compliance with the terms of this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant State or Federal laws.

SECTION 22. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or

for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

b) This Development Agreement is transferable. However, so long as the land or structure or any portion thereof covered under the Development Agreement continues to be used for the purposes for which it was issued, then no person (including successors and assigns of the person(s) or entity(ies) who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of this Development Agreement. The provisions of this Development Agreement run with and burden the real property to which it relates until release or amended in accordance with formal action of the City.

SECTION 23. ATTORNEYS FEES AND COSTS.

In any action or proceeding to enforce or interpret any provision of this Development Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs, and expenses.

SECTION 24. SEVERABILITY.

If any one or more of the covenants or provisions of this Development Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Development Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Development Agreement.

SECTION 25. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.

b) This Development Agreement shall be in effect for the following period: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy. Twelve (12) months to open the public food service area subsequent to receipt of the final certificate of occupancy.

1. The public food service area shall not be abandoned for more than ninety (90) days, subject to Force Majeure events, as outlined in Section 9 herein.

i. Abandonment of the public food service area shall mean the closure of the restaurant and/or bakery during regular business hours for a period of fourteen (14) continuous days or more,

other than a cessation necessarily incident to probate or mortgage foreclosure proceedings and as provided in this section, without demonstrating intent to continue the use. Abandonment may be evidenced by any the following: (a) Lapsing of a business tax receipt and/or certificate of use; (b) Removal of utility meters; (c) The public food service area is maintained in an uninhabitable condition; (d) The public food service area is not made available for occupation (i.e., lack of advertising or marketing through a licensed realtor or other agent); and/or (e) Failure to perform actions pursuant to the terms of an active building permit.

ii. The public food service area shall not be considered abandoned for closure due to permitted renovations or rehabilitation.

iii. The property owner shall notify the Community Services Director in writing when a restaurant use has been abandoned.

iv. In the event the public food service area will remain abandoned for a period longer than ninety (90) days, the property owner may petition the Community Services Director prior to the ninety (90) day deadline, for a time certain extension to reestablish the public food service area. Grounds for extensions shall include, but are not limited to, impacts of natural and manmade disasters and the tenant eviction process, among other things.

c) Such effective dates may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension, except for extension of time frames for the public food service component, as further detailed herein, shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the City has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein. The City Manager or his designee may administratively authorize an extension of up to six (6) months for the opening of the public food service component contemplated herein upon written request of the Property Owner and for good cause shown, so long as the Property Owner demonstrates that they are actively pursuing a tenant for such space with commercially reasonable efforts.

d) Prior to the completion of the project and issuance of the final certificate of occupancy, the City shall review this Development Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement. In the event that the Property Owner fails to comply the terms of the Development Agreement, the Property may be subject to code enforcement action to require compliance with the terms outlined herein.

SECTION 27. COUNTERPARTS.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date stated below their signature.

Attest:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy Miller, Mayor
Date: _____

Kurt Swartzlander, City Manager

Approved as to form and legality:

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

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

Witnesses:

PROPERTY OWNER/

Signature of Witness

Printed name of witness:

Address of witness:

By:
Managing Member

Acknowledgment

State of _____)
County of _____)

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ and he acknowledged executing the same in the presence of a subscribing witness freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

(Affix Notary Seal)

Notary Public; State of Florida
Print name: _____

Exhibit A

Legal Description and Sketch

Exhibit B
Conceptual Plan

Exhibit C
Conceptual Architectural Elevations



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 27, 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: Resolution 2024-04: Hurricane Damaged Permanent Seawall Reconstruction Building Permit Fee Waiver Extension

SYNOPSIS:

The City of Daytona Beach Shores sustained widespread impacts as a result of Hurricane Ian and Hurricane Nicole in September 2022 and November 2022, respectively. Seawalls along the coastline were impacted to varying degrees. Permanent seawall reconstruction began in 2023 and continues today. To date, 80 seawall permits have been issued by the City, resulting in a total amount of \$176,502.83 in fees waived. Staff estimates the remaining 25-30 remaining seawall permits will be submitted this year. If approved, Resolution 2024-04 would extend the waiver of local building permit fees associated with permanent seawall reconstruction as a result of the two storms. Highlights of the resolution include the following:

1. Waiver of local building permit fees associated with permanent seawall reconstruction as a result of Hurricane Ian and Hurricane Nicole.
2. The duration of the fee waiver period is one year with the option for City Commission to extend, if needed.
3. The waiver of fees does not apply to re-inspection fees or to surcharges imposed by the state.
4. To be eligible for the waiver of the fees in question, the property owner or contractor requesting the permit and inspection shall provide proof of storm damage submitted with the permit application. Such proof shall be photographic, written verification by an insurance adjuster, written verification by an architect, engineer, or contractor, or written verification by a City official.

FISCAL IMPACT STATEMENT:

BACKGROUND:

1. On September 23, 2022, the Governor of the State of Florida issued Executive Order 22-218 to declare a state of emergency for all counties in the state of Florida, including Volusia County, due to the impending effects of Hurricane Ian.
2. On September 24, 2022, the Governor issued Executive Order 22-219, amending Executive Order 22-218.
3. On September 27, 2022, the City Manager of the City of Daytona Beach Shores issued a Declaration of Local Emergency for Hurricane Ian, consistent with Section 2-9(b) of the Charter of the City of Daytona Beach Shores.
4. On September 28 and September 29 Hurricane Ian struck the City of Daytona Beach Shores.
5. On September 29, 2022 the President of the United States declared a major disaster for the State of Florida as a result of Hurricane Ian, which was noticed in the Federal Registrar as FEMA-4673-DR.
6. On November 7, 2022, the Governor issued Executive Order 22-253 to declare a state of emergency for 34 counties in the state of Florida, due to the impending effects of then-Subtropical Storm Nicole.
7. On November 7, 2022, the City Manager of the City of Daytona Beach Shores issued a Declaration of Local Emergency for Hurricane Ian, consistent with Section 2-9(b) of the Charter of the City of Daytona Beach Shores.
8. On November 9, 2022, the Governor issued Executive Order 22-256, amending Executive Order 22-253 by adding all coastal and inland counties in Central and North Florida, including Volusia County, to the state of emergency due to the impending effects of Hurricane Nicole.
9. On November 9 and November 10 Hurricane Nicole struck the City of Daytona Beach Shores.
10. On December 13, 2022 the President of the United States declared a major disaster for the State of Florida as a result of Hurricane Nicole, which was noticed in the Federal Register as FEMA-4680-DR.
11. Hurricane Ian and Hurricane Nicole resulted in widespread seawall damage to properties in the City of Daytona Beach Shores.
12. Hurricane Ian and Hurricane Nicole have passed and recovery efforts are still ongoing in the City of Daytona Beach Shores.

The following Table provides a summary of all local permit fees waived by the City related to repair/reconstruction associated with the storms in question.

**HURRICANE REPAIR PERMIT FEES WAIVED
(HURRICANES IAN & NICOLE)**

NO. PERMITS		
YEAR	WAIVED	AMOUNT WAIVED
2022	General repairs	\$28,770.18
2023	78 seawalls	\$174,118.20
2024	2 seawalls	\$2,384.63
TOTAL	80 seawalls	\$205,273.01

Source: Building Division-1/30/24

LEGAL REVIEW:

RECOMMENDATION:

Approval of Resolution 2024-04 as presented.

SUGGESTED MOTION:

Approval of Resolution 2024-04.

ATTACHMENT: 1. Res 2024-04-Seawall Permit Fee Waiver Extension

RESOLUTION NO. 2024-04

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA WAIVING HURRICANE RELATED LOCAL BUILDING PERMIT FEES ASSOCIATED WITH PERMANENT SEAWALL RECONSTRUCTION; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, DURATION AND WAIVER EXTENSION; PROVIDING FOR A SAVINGS PROVISION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on September 23, 2022, the Governor issued **Executive Order 22-218** to declare a state of emergency for all counties in the state of Florida, including Volusia County, due to the impending effects of Hurricane Ian; and

WHEREAS, on September 24, 2022, the Governor issued **Executive Order 22-219**, amending **Executive Order 22-218**; and

WHEREAS, on September 27, 2022, the City Manager of the City of Daytona Beach Shores issued a **Declaration of Local Emergency** for Hurricane Ian, consistent with Section 2-9(b) of the Charter of the City of Daytona Beach Shores; and

WHEREAS, Hurricane Ian struck the City of Daytona Beach Shores on September 28 and September 29, 2022; and

WHEREAS, on September 29, 2022 the President of the United States declared a major disaster for the State of Florida as a result of Hurricane Ian, which was noticed in the Federal Register as FEMA-4673-DR; and

WHEREAS, on November 7, 2022, the Governor issued **Executive Order 22-253** to declare a state of emergency for 34 counties in the state of Florida, due to the impending effects of then-Subtropical Storm Nicole; and

WHEREAS, on November 7, 2022, the City Manager of the City of Daytona Beach Shores issued a **Declaration of Local Emergency** for Hurricane Nicole, consistent with Section 2-9(b) of the Charter of the City of Daytona Beach Shores; and

WHEREAS, on November 9, 2022, the Governor issued **Executive Order 22-256**, amending **Executive Order 22-253** by adding all coastal and inland counties in Central and North Florida, including Volusia County, to the state of emergency due to the impending effects of Hurricane Nicole; and

WHEREAS, Hurricane Nicole struck the City of Daytona Beach Shores on November 9 and November 10; and

WHEREAS, on December 13, 2022 the President of the United States declared a major disaster for the State of Florida as a result of Hurricane Nicole, which was noticed in the Federal Register as FEMA-4680-DR; and

WHEREAS, Hurricane Ian and Hurricane Nicole have passed and permanent seawall reconstruction efforts are continuing in the City of Daytona Beach Shores;

WHEREAS, the City of Council of the City of Daytona Beach Shores finds that it is in the best interest of the city, businesses, and citizens to waive local building permitting fees associated with permanent seawall reconstruction, including plan review fees, for permits needed as a direct result of Hurricane Ian and Hurricane Nicole storm damage; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION ONE. RECITALS. The “WHEREAS” clauses are hereby incorporated by reference herein.

SECTION TWO. The City Council of the City of Daytona Beach Shores hereby waives the local building permit fees for permanent seawall reconstruction, as a direct result of damage related to Hurricane Ian and Hurricane Nicole. The waiver of fees shall not apply to re-inspection fees or to surcharges imposed by the state.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. To be eligible for the waiver of fees the property owner or contractor requesting the permit and inspection shall provide proof of storm damage submitted with the permit application. Such proof shall be photographic, written verification by an insurance adjuster, written verification by an architect, engineer, or contractor, or written verification by a City official. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions.

SECTION FOUR. DURATION AND WAIVER EXTENSION. The duration of this waiver is for a period of one (1) year from the effective date of this Resolution. The City Commission may extend the duration of this waiver as needed.

SECTION FIVE. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to permanent seawall local building permit waiver, as well as any and all related actions and activities, are hereby ratified and affirmed.

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

SECTION SEVEN. SEVERABILITY. If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION EIGHT. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

ATTEST:

By: _____
Kurt Swartzlander, City Manager

By: _____
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

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

Posted this _____ day of _____, 2024.



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 27, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Resolution 2024-05: Budget Amendment #2: FPL Box Covers

SYNOPSIS:

At the February 13, 2024 City of Daytona Beach Shores Commission Meeting commission approved \$30,000 in additional funding for the wrapping of FPL boxes. This resolution is being brought to commission for their approval to increase the current budget by \$30,000 to be used, along with the already budgeted \$20,000, to have 35 FPL transformer boxes, along A1A, covered according to the bid being accepted by the city.

FISCAL IMPACT STATEMENT:

This budget amendment will increase the current fiscal budget by \$30,000 to \$19,903,200.

BACKGROUND:

In November 2007, residents of the City of Daytona Beach Shores voted in favor of \$20,000,000 in general obligation bonds for an underground utility project. This project included transformer boxes along A1A; two from AT&T, five from FDOT and 70 FPL boxes. With two existing aesthetic programs with FPL and FDOT allowing local governments to have the boxes wrapped, the commission approved \$20,000 in the current fiscal year 2023-24 budget for the program. Bids were received from several vendors and approximately \$50,000 would be needed to address the 35 extra large FPL boxes. The commission approved at the February 13, 2024 meeting to have all 35 extra large boxes wrapped.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Resolution 2024-05.

SUGGESTED MOTION:

Motion to accept Resolution 2024-05 amending the FY 2023-2024 budget by \$30,000.

- ATTACHMENT:**
1. Resolution 2024_05 Budget Amendment #2 FY 23_24
 2. Exhibit A Budget Amendment #2

RESOLUTION 2024-05

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND FY 2023-2024 BUDGET, PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores, by Resolution 2024-05, adopted an operating budget for Fiscal Year 2023-24; and

WHEREAS, the City has found it desirable to amend FY 2023-24 budget to include additional expenditures for the covering of city FPL boxes not budgeted for in FY 2023-24; and

WHEREAS, the City Commission desires to appropriate the necessary reserve funds for the continuation and completion of certain City operations; and

WHEREAS, a budget amendment is required to include the purchase in the budget.

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

SECTION ONE: The Fiscal Year 2023-24 budget shall be amended as shown in Exhibit A.

SECTION TWO: This Resolution shall be effective immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER _____
CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

**_____
VOSE LAW FIRM, CITY ATTORNEY**

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

EXHIBIT A

02/18/2024 16:11 |CITY OF DAYTONA BEACH SHORES |P 1
 lrwin |BUDGET AMENDMENTS JOURNAL ENTRY PROOF |bgamdent

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024	05	119	02/18/2024	BA#2	FPL BOXES	BUA FPL BOXED	1	3		
1	15190	30556		OTHER GOV'T SERVICES	CITY BEAUTIFICATION GRANT		23,000.00	30,000.00	53,000.00	
	001	-510-5190-30556	-		COMMISSION APPROVED 2/13 FPL	02/18/2024				
** JOURNAL TOTAL								30,000.00		Z

CLERK: lirwin

YEAR	PER	JNL						ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC			
2024	5	119										
BUA	15190-30556	02/18/2024	FPL	BOXED	BA#2	FPL	BOXES		T CITY BEAUTIFICATION GRANT COMMISSION APPROVED 2/13 FPL	5	30,000.00	
											-----	-----
											.00	.00
BUA	10000-24100	02/18/2024	FPL	BOXED	BA#2	FPL	BOXES		APPROPRIATIONS			30,000.00
BUA	10000-34300	02/18/2024	FPL	BOXED	BA#2	FPL	BOXES		BUDGET FUND BALANCE - UNRESERV		30,000.00	
											-----	-----
											30,000.00	30,000.00
											-----	-----
											30,000.00	30,000.00
											-----	-----
											30,000.00	30,000.00

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	2024	5	119	02/18/2024	GENERAL FUND		
					10000-24100		
					10000-34300		
					APPROPRIATIONS		
					BUDGET FUND BALANCE - UNRESERV	30,000.00	30,000.00
					FUND TOTAL	30,000.00	30,000.00

** END OF REPORT - Generated by Irwin, Lory **