



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING MARCH 26, 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:**

A. September 30, 2023 Audit Presentation by James Hallaran, James Moore & Co.

- 6. APPROVAL OF MINUTES**

A. City Commission Minutes February 27, 2024

- 7. CONSENT AGENDA:**

A. PS February monthly report

- B. Approval for Volusia County Mosquito Control
- C. Community Services Department Monthly Report - February 2024
- D. Executive Financial Summary Report for February 2024
- E. Approval of Agreement to Piggyback Services Contracted by Sourcewell: City Hall Floor Treatment Project

8. OLD 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.

9. QUASI-JUDICIAL HEARING

- A. Ordinance 2024-07: Rezoning application for recently annexed property located at 3215 La Paloma Avenue

10. NEW BUSINESS:

- A. Ordinance 2024-06: Comprehensive Plan Future Land Use Map Amendment for recently annexed single-family residential property located at 3215 La Paloma Avenue
- B. Economic Development Lease Subsidy Grant Application - Walkhart LLC

11. CITY ATTORNEY COMMENTS

12. CITY MANAGER COMMENTS

13. COMMISSION COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

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

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

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

MINUTES
CITY COMMISSION MEETING
February 27, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, 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 February 13, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of February 13, 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. 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

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER MARK CARD to Approve the consent agenda.

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

8. OLD BUSINESS:

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

Attorney Waters read the ordinance by title only. There were no additional questions or concerns.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Ordinance 2024-05 on second reading.

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

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

9. 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

Attorney Waters read the ordinance by title only. Community Services Director Stewart Cruz presented a brief staff report. In order to accommodate the development of the two parcels, the property owner is requesting to vacate and abandon a portion of Fraile Street. In return, the owner would grant the city a perpetual 20-foot public access easement; grant a utility easement; and provide 5 paved off-beach parking spaces along Botefuhr Avenue. Nothing would go into effect until all conditions were satisfied, and a CO was issued. If this is approved, it would remove the beach concession parking now occurring behind the building. The easement would be properly landscaped and maintained by the property owner. Staff recommended approval.

The mayor felt the owner currently didn't keep the property in very good condition and questioned the need for another gift shop in the city. Matthew Dowst spoke for the applicant. The property owner felt the existing building was not large enough to maintain a gift shop with the current trend. His firm has been working with the owner for a few years on the project.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2024-02 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. Ordinance 2024-04: Daytona Beach Shores, LLC Development Agreement - 3411 S. Atlantic Avenue, Serena by the Shores.

Attorney Waters read the ordinance by title. Community Services Director Stewart Cruz explained this was a Development Agreement for property at 3411 South Atlantic Avenue. The developer is Valor Capital, and they propose an 18-story 86-unit condominium. It also includes restaurant, retail and beach club accessory use. The DA would allow three years for building permit issuance and payment of permit fees and seven years to receive a final Certificate of Occupancy. There are 10 deviations from the city's Land Development Code that were briefly explained. The Planning & Zoning Board recommended approval at their December meeting. Both the Economic Development Committee and staff recommended approval. All due public notice had been met. Mayor Miller was concerned about how the neighboring residents felt. She was glad to hear that there were meetings with Towers 10 and the building design had been modified accordingly. Vice Mayor Politis felt this would be the highest and best use of the site as it had been vacant for many years. The deviations requested were not to create more living units but for aesthetic purposes. The remaining commission were also in agreement.

Various representatives working on the project spoke to the board members. Existing buildings that were designed by the architect and developer were shown. Attorney Rob Merrill of Cobb & Cole spoke as well. He explained that he had been working with staff for more than a year on this concept plan and reiterated that it met all the requirements for a DA.

The following members of the audience spoke:

Tricia Townsell, co-owner of Days Inn Tropical Seas, stated that no one had been to speak with her regarding the project. She is very concerned about the height of the wall that will border her property. She believes it will make the southern-facing rooms too dark.

Ed Offerman stated that he had not been approached personally. His three concerns were: serving times for the restaurant/bakery. beach access and price point of the units.

Jim Draheim, President of Towers 10 COA, stated that the representatives made an initial

presentation of a square building. After listening to the owners suggestions, the design was changed and they are very pleased.

Jerome Galba, who is also a Towers 10 board member, said he was very impressed with Valor and fully supported the project.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2024-04 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

C. Resolution 2024-04: Hurricane Damaged Permanent Seawall Reconstruction Building Permit Fee Waiver Extension

Attorney Waters read the resolution by title. Director Cruz explained that the city waived permit fees right after Hurricanes Ian and Nicole. Staff estimated there are between 25 and 30 remaining seawall permits to be submitted. If approved, this would waive permit fees associated with permanent seawall construction for an additional one year.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Resolution 2024-04 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

D. Resolution 2024-05: Budget Amendment #2: FPL Box Covers

Attorney Waters read the resolution by title. The budget amendment would cover the additional expenses for wrapping the FPL boxes.

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

10. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

11. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander explained that he had approved Waste Pro to begin collecting at 6:00 am during bike week. The city has been notified that it will receive \$14.55 million in grant funds from the DEP for the sewer lift station project.

12. COUNCIL COMMENTS:

Mayor Miller reminded the audience that the first meeting in March was canceled along with Coffee with the Mayor. She announced tickets were available for Casino Night on March 16th and proceeds will go to benefit SMA Health Care. Commissioner Dembinsky stated that he would not be attending the March 26th meeting due to a prior commitment.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

15. ADJOURNMENT:

The meeting ended at 7:36 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 26, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: PS February monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. PS February monthly report



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 FEBRUARY 2024

	<i>Feb-24</i>	<i>24/YTD</i>	<i>Feb-23</i>	<i>23/YTD</i>
<i>Police Related Calls</i>	1,996	3,981	1,813	3,593
<i>Fire Related Calls</i>	70	154	69	132
<i>Rescue Related Calls</i>	68	132	45	100
<i>Fire Related Alarms Sounding</i>	16	58	18	35
<i>Traffic Citations</i>	165	298	132	301
<i>Written Warnings</i>	115	196	43	72
<i>Building Inspections</i>	68	125	65	115
<i>Arrests: Adults</i>	21	54	44	83
<i>Juveniles</i>	1	3	1	1
<i>City Ordinance Charges</i>	0	1	0	0
<i>Florida State Statute Charges</i>	27	69	73	138
<i>Accidents: Total</i>	9	13	6	14
<i>Street/Highway</i>	3	3	6	9
<i>Parking Lot</i>	6	10	0	5

Michael Fowler, Public Safety Director

(Signature)
03-05-24

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-02-01 through 2024-02-29

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	386	19.34 %	13.31
TRAFFIC STOP	TS	343	17.18 %	11.83
EXTRA PATROL	EP	323	16.18 %	11.14
PROPERTY CHECK	PRC	165	8.27 %	5.69
DIRECTED PATROL REQUEST	DPR	107	5.36 %	3.69
TELEPHONE HANDLE	THC	57	2.86 %	1.97
SUSP PERSON	SPER	42	2.10 %	1.45
WALK & TALK	WT	42	2.10 %	1.45
MEDICAL EMERGENCY	MED1	26	1.30 %	0.90
SCHOOL ZONE	SZ	26	1.30 %	0.90
SUSP VEHICLE	SVEH	24	1.20 %	0.83
ZONE ACCOUNTABILITY PATR	ZAP	24	1.20 %	0.83
SUSPECT STOP	SS	23	1.15 %	0.79
WALKUP	WALKUP	22	1.10 %	0.76
FIRE ALARM	ALARMF	20	1.00 %	0.69
SUSP INCIDENT	SINC	18	0.90 %	0.62
WELL BEING CHECK	WBC	18	0.90 %	0.62
RADAR	RADAR	16	0.80 %	0.55
FALL- NON EMERGENCY	TRAU3	14	0.70 %	0.48
TRESPASSERS	TRES	14	0.70 %	0.48
TEST LE CALL	TEST	13	0.65 %	0.45
BLS - MED/TRAUMA	BLS3	11	0.55 %	0.38
DISTURBANCE	DIST	11	0.55 %	0.38
MVA	MV	11	0.55 %	0.38
SPECIAL DETAIL	SDL	11	0.55 %	0.38
THEFT	THEFT	11	0.55 %	0.38
FOUND PROPERTY	PROPF	10	0.50 %	0.34
STROKE / CVA	CVA	10	0.50 %	0.34
TRAUMA EMERGENCY	TRAU1	10	0.50 %	0.34
FLAG DOWN	FLAG	9	0.45 %	0.31
ANIMAL COMPLAINT	AC	8	0.40 %	0.28
DRUNK DRIVER	DUI	8	0.40 %	0.28
ELEVATOR CALL	ELEV	8	0.40 %	0.28
DISABLED VEHICLE	DAV	7	0.35 %	0.24
MEDICAL UNKNOWN	ALARMM	7	0.35 %	0.24
STEP ZONE	STP	7	0.35 %	0.24
INFORMATION GIVEN	INFO	6	0.30 %	0.21
MEDICAL NON-EMERG	MED2	6	0.30 %	0.21
RECKLESS DRIVER	RD	6	0.30 %	0.21
911 CK/OPEN LINE	911CK	5	0.25 %	0.17
ASSAULT/BATTERY	ABAT	5	0.25 %	0.17
ESCORT	ESCORT	5	0.25 %	0.17
INVESTIGATION	INV	5	0.25 %	0.17
NARCOTICS	NARC	5	0.25 %	0.17
ROAD OBSTRUCTION	RDOB	5	0.25 %	0.17
TRAUMA CRITICAL	TRAUE	5	0.25 %	0.17

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-02-01 through 2024-02-29

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
ATT TO CONTACT	ATC	4	0.20 %	0.14
FRAUD	FRAUD	4	0.20 %	0.14
MVA W/ INJURIES	MVI	4	0.20 %	0.14
SHOPLIFTING	SHOP1	4	0.20 %	0.14
SUICIDAL PERSON	SP	4	0.20 %	0.14
TOWED VEHICLE	TOW	4	0.20 %	0.14
VANDALISM	VAND	4	0.20 %	0.14
DEAD PERSON	DEAD	3	0.15 %	0.10
DOMESTIC DISTURBANCE	DV	3	0.15 %	0.10
HIT&RUN MVA	MVHR	3	0.15 %	0.10
MENTALLY ILL PER	MIP	3	0.15 %	0.10
NE ASST- FIRE REQ	LEO2	3	0.15 %	0.10
NOISE	NOISE	3	0.15 %	0.10
FIGHT	FIGHT	2	0.10 %	0.07
ILLEGAL PARKING	PARK	2	0.10 %	0.07
REPOSSESSED VEH	REPO	2	0.10 %	0.07
WARRANT	WAR	2	0.10 %	0.07
WEAPONS COMPL	WC	2	0.10 %	0.07
WELL BEING CHECK MEDICAL	WBCF	2	0.10 %	0.07
911 CK/OPN LINE/MED HAZ	911MED	1	0.05 %	0.03
ASSIST	ASST	1	0.05 %	0.03
ASSIST AGENCY	ASSIST	1	0.05 %	0.03
BUSINESS ALARM	ALARMB	1	0.05 %	0.03
CAR BREAK	CB1	1	0.05 %	0.03
CARBREAK	CB	1	0.05 %	0.03
CARDIAC ARREST	CPR	1	0.05 %	0.03
DANGEROUS COND FD	DCFD	1	0.05 %	0.03
FLEEING DRIVER	FLEE	1	0.05 %	0.03
HABITAT CONSV PROTEC	HCP	1	0.05 %	0.03
HAZ COND/MAJOR INC	HZMMI	1	0.05 %	0.03
HOLD UP ALARM	ALARMH	1	0.05 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.05 %	0.03
MISSING PERSON	MP	1	0.05 %	0.03
MVA W/ HAZARD	MVH	1	0.05 %	0.03
PANIC ALARM	ALARMMP	1	0.05 %	0.03
RECOVERED SIG 10	SVR	1	0.05 %	0.03
SEX OFFENSE	SO	1	0.05 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.05 %	0.03
STOLEN VEHICLE	SV	1	0.05 %	0.03
STRUCTURE FIRE	SF	1	0.05 %	0.03
THREATENING CALL	TCALL	1	0.05 %	0.03
UNCONSCIOUS	UNC	1	0.05 %	0.03
TOTAL CALLS:		1,996	100.00%	68.83

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-02-01 through 2024-02-29

LOCATION: ALL | ZONE: ALL | RD: ALL

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

FEBRUARY 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	1
HAZARDOUS CONDITIONS	2	2	8
VEHICLE FIRES	0	0	1
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	2	2	3
VEHICLE CRASHES W/ENGINE RESPONSE	2	2	3
SERVICE CALLS	52	116	87
FIRE ALARMS	16	58	35
CANCELLED EN ROUTE	12	32	28
TOTALS	86	212	166

CURRENT MONTH ESTIMATED FIRE DAMAGES

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

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	2	6	11	5	11
HOTEL/MOTEL	5	6	9	10	11	7
ASSEMBLY	0	0	0	0	0	0
MERCANTILE	8	2	12	6	12	0
RESTAURANT	1	0	1	1	2	1
BUSINESS	10	2	20	8	15	8
OTHER	14	0	21	0	24	3
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	9	5	14	6	10	3
TOTALS	51	17	83	42	79	33

PLANS EXAMINATION HOURS: 3 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
FEBRUARY 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	32	61	61
BLS CALLS	36	71	65
TOTALS	68	132	126



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 February 2024

<i>Jessica Long</i>	<i>1/29-2/2</i>	<i>IA for Law Enforcement DSC</i>
<i>Ryan Mowen</i>	<i>2/12-2/16</i>	<i>Explosive Breaching Edgewater PD</i>
<i>Richard Jackson</i>	<i>2/12-16</i>	<i>Speed Measurement DSC</i>
<i>Zach Ignoffo</i>	<i>2/12-16</i>	<i>Crime Prevention thru Environmental Design Orlando</i>
<i>Joanne Sweeney</i>	<i>2/19-23</i>	<i>Accreditation Conference St. Augustine</i>
<i>Kathryn Gotz</i>	<i>2/19-23</i>	<i>Florida Leadership Academy</i>
<i>Norman Medders</i>	<i>2/20-21</i>	<i>Disaster Mgmt for Public Service-EOC</i>
<i>Jacob Smith</i>	<i>2/27-29</i>	<i>ASP Instructor Altamonte Springs</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 FEBRUARY 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 coolant sensor	veh #97
Replace tailgate latch	veh #153
Replace drive belt	veh #175
Replace power steering tube	veh #117
Replace spark plug & air filter	Stihl saw
Replace spark plug & air filter	Stihl saw



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 26, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Approval for Volusia County Mosquito Control

SYNOPSIS:

This is the annual letter of authority from the County to perform low level flights for mosquito control.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. volusia county mosquito control



PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION

Marcus McDonough
MOSQUITO CONTROL DIRECTOR

801 South Street, New Smyrna Beach, Florida 32168
Phone: (386) 424-2920 • Fax: (386) 424-2924
mmcdonough@volusia.org

February 29, 2024

City Manager- Kurt Swartzlander
City of Daytona Beach Shores
2990 South Atlantic Ave
Daytona Beach Shores, FL 32118
386-763-5373

Dear City Manager Swartzlander,

Attached in this correspondence is a *Letter of Authority* which I am requesting to be filled out and returned to the listed address above. As in the past, per Federal Aviation Administration (FAA) regulations, this authorizes us to perform low level flights, inspection, and application of insecticides in your city to provide aerial mosquito control services.

Please return the completed and signed Letter of Authority by **April 15, 2024**. Please notify me if you need additional time to complete this form. Your prompt attention to this request is greatly appreciated. If you have questions, please feel free to contact me or the Airborne Operations Supervisor, Mark Stanley at (386) 424-2920.

Respectfully,

A handwritten signature in blue ink, appearing to read "Marcus McDonough", is written over a light blue horizontal line.

Marcus McDonough
Volusia County Mosquito Control Director
CC: Mark Stanley, Airborne Operations Supervisor



PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION

Letter of Authority

We hereby give authorization, during the calendar year 2024 through June 30, 2026, to the East Volusia County Mosquito Control Taxing District (County of Volusia, Mosquito Control Division) to perform low-level flights over our city/jurisdiction in connection with their aerial inspection and application of insecticides for the control of adult and larval mosquitoes, in compliance with the FAA regulations explained in a letter from Volusia County Mosquito Control.

SIGNED: _____

DATE: _____

NAME: _____

TITLE: _____

CITY/TOWN/COUNTY: _____

STATE: _____

ZIP CODE: _____



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 26, 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 - February 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Montly Report - February 2024
2. CSD Public Works & Sewer Divisions Montly Report - February 2024

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – February, 2024

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 Submitted this Fiscal Year: 5
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 0
 Approved by City Commission this Month: 0
 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
Simon Residence	2731 South Atlantic Avenue	2/2	Replace dune walkover	\$31,220.00	\$249.44
Grand Coquina	3333 South Atlantic Avenue	2/2	Replace beach access ramp and stairs	\$55,000.00	\$380.53
Blue Surf Condo	3831 South Atlantic Avenue	2/5	Replace stairs to beach	\$26,000.00	\$215.56
Laurinaitis Residence	3057 Brookfair Crescent	2/6	Replace 14 windows	\$17,770.00	\$172.20
Spence Residence	3832 South Atlantic Avenue	2/7	Change out 3 ton HVAC system	\$13,282.00	\$130.30
Vandeyacht Residence	2920 Oceans Trace	2/7	Remodel kitchen, new cabinets, and countertops	\$24,000.00	\$204.49
Dirks Residence	3757 South Atlantic Avenue, Unit 302	2/7	Remodel kitchen, new cabinets, and countertop	\$30,000.00	\$238.31
Grand Coquina	3333 South Atlantic Avenue	2/7	Install new sliding glass door in front lobby	\$30,000.00	\$238.31
Hawaiian Inn	2301 South Atlantic Avenue	2/7	Re-roof pool shack	\$20,934.00	\$188.34
Powers Residence	3333 South Atlantic Avenue, Unit 2206	2/8	Replace 1 window and 4 doors	\$12,693.00	\$137.65
Tully Residence	105 Broad Avenue	2/8	Install 6' tall vinyl fence and 2 gates	\$13,283.00	\$101.40

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Eastman Residence	3315 South Atlantic Avenue, Unit 507	2/8	Install 2 motorized roll down hurricane shutters	\$10,400.00	\$120.55
DuMond Residence	3013 South Atlantic Avenue, Unit 705	2/13	Electrical work for remodel, new lights and fans	\$20,000.00	\$0.00
DuMond Residence	3013 South Atlantic Avenue, Unit 705	2/13	Plumbing for kitchen and bath remodel	\$20,000.00	\$0.00
Marrietta Residence	2901 South Atlantic Avenue, Unit PH203	2/13	Master bath remodel, tub to walk in shower, vanity	\$40,000.00	\$295.20
Grand Coquina	3333 South Atlantic Avenue	2/13	Replace 3 motor operated dampers with louver vent	\$12,280.00	\$123.70
Curran Shores South	3641 South Atlantic Avenue	2/13	Change out disconnects, install panel for pool package	\$26,500.00	\$197.11
Jacobs Residence	3333 South Atlantic Avenue, Unit 2204	2/14	Change out heat pump system	\$12,250.00	\$123.70
Palma Bella Condo	3245 South Atlantic Avenue	2/14	Install storm shutters for hurricane protection	\$22,200.00	\$199.11
Windham Residence	3703 South Atlantic Avenue, Unit 1108	2/14	Install storm shutters for hurricane protection	\$33,791.00	\$261.01
Turner Residence	3703 South Atlantic Avenue, Unit 907	2/14	Install storm shutters for hurricane protection	\$33,791.00	\$261.01
Marietta Residence	3703 South Atlantic Avenue, Unit 408	2/14	Install storm shutters for hurricane protection	\$33,791.00	\$261.01
Hill Residence	3703 South Atlantic Avenue, Unit 808	2/14	Install storm shutters for hurricane protection	\$33,791.00	\$261.01
Satterlee Residence	3703 South Atlantic Avenue, Unit 707	2/14	Install storm shutters for hurricane protection	\$33,791.00	\$261.01
Bagwell Residence	3703 South Atlantic Avenue, Unit 807	2/14	Install storm shutters for hurricane protection	\$33,371.00	\$260.87
Howell Residence	3703 South Atlantic Avenue, Unit 608	2/14	Install storm shutters for hurricane protection	\$33,791.00	\$261.01
Brown Residence	2615 South Atlantic Avenue, Unit 71	2/15	Replace 2 cabinets	\$14,250.00	\$154.75
Sand Castle Motel	3619 South Atlantic Avenue	2/15	Construct beach access stairway	\$24,397.00	\$209.87
Aruba Condo	3721 South Atlantic Avenue	2/15	Replace dune walkover	\$148,238.00	\$832.18
Grand Prix Hotel	2015 South Atlantic Avenue	2/15	16,000 foot TPO re-roof	\$125,000.00	\$736.46
Seychelles 1205A	3855 South Atlantic Avenue, Unit 504	2/15	Replace 1 sliding glass door	\$10,375.00	\$120.55
Atlantic Terrace Condo	3629 South Atlantic Avenue	2/15	Replace (5) 2.5 ton straight cool for 6 units	\$64,500.00	\$486.62
Crabby Joe's	3701 South Atlantic Avenue	2/15	Interior framing, rebuild covered patio structure	\$530,578.00	\$2,306.90
Crabby Joe's	3701 South Atlantic Avenue	2/15	Install new panels, repair circuits, new lighting	\$189,000.00	\$331.90
Venezie Residence	3333 South Atlantic Avenue, Unit 1001	2/15	Remodel both bathrooms	\$49,000.00	\$346.40
Fantasy Island II	3175 South Atlantic Avenue	2/16	Rebuild resort amenity and pool deck areas	\$1,197,359.00	\$5,001.09

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Dolphin Beach Club	3355 South Atlantic Avenue	2/16	Rebuild resort amenity and pool deck areas	\$2,937,450.00	\$9,014.00
Daytona Seabreeze	3125 South Atlantic Avenue	2/16	Rebuild resort amenity and pool deck areas	\$2,074,849.00	\$7,027.83
Baker Residence	3062 Liberty Street	2/16	Re-roof flat roof	\$12,500.00	\$137.65
Teelon Residence	3032 South Peninsula Drive	2/19	Replace tile and flat roofs	\$29,250.00	\$238.09
Nguyen Residence	2043 South Atlantic Avenue, Unit 617	2/20	Bathroom and kitchen remodel	\$10,800.00	\$120.55
NT & PL Investments	2043 South Atlantic Avenue, Unit 710	2/20	Bathroom and kitchen remodel	\$10,800.00	\$120.55
Schulte Residence	2937 South Atlantic Avenue, Unit 1802	2/20	Remodel kitchen, new cabinets, and tops	\$15,550.00	\$161.50
Crabby Joe's	3701 South Atlantic Avenue	2/21	Install 3 air conditioning units	\$49,625.00	\$380.58
Crabby Joe's	3701 South Atlantic Avenue	2/21	Install walk-in freezer	\$46,153.00	\$359.21
Banker Residence	3837 South Atlantic Avenue	2/22	Patio cover replacement	\$62,000.00	\$420.35
Pepe Residence	2937 South Atlantic Avenue, Unit 605	2/22	Replace kitchen cabinets, tub, retile shower	\$23,200.00	\$242.49
Grand Coquina	3333 South Atlantic Avenue	2/22	New access control system with one hardwired zone	\$25,500.00	\$336.82
Everts Residence	2 Oceans West Boulevard, Unit 2103	2/26	Rebuild shower, relocate knee wall, tile	\$16,000.00	\$161.50
Curran Shores North	3615 South Atlantic Avenue	2/26	Build retaining wall for sidewalk	\$31,790.00	\$249.63
Bahama House	2001 South Atlantic Avenue	2/27	Replace beach ramp	\$30,000.00	\$238.31
Holiday Inn Express	3301 South Atlantic Avenue	2/27	Construct inground swimming pool, retainer wall	\$227,500.00	\$1,148.05
Campello Residence	3333 South Atlantic Avenue, Unit 1601	2/27	Replace 2 doors and 1 window	\$13,382.00	\$146.20
Doorley Residence	2545 South Atlantic Avenue, Unit 1804	2/28	Install 2 motorized roll down hurricane shutters	\$10,120.00	\$120.55
Porter Residence	3227 South Peninsula Drive	2/28	Re-roof flat modified roof	\$13,500.00	\$147.70
Treasure Island	2025 South Atlantic Avenue	2/28	Demolition of pool	\$17,000.00	\$112.50
WLW Capital LLC	3738 South Atlantic Avenue	2/28	Remove mansard roof, add rafter for overhang, soffit	\$28,000.00	\$226.94
Cevallos Residence	3013 South Atlantic Avenue, Unit 604	2/28	Remodel master and ½ bath, add shower, vanities	\$10,500.00	\$120.55
Dodge Residence	2940 Sea Oats Circle	2/28	Replace 17 windows and 2 sliding glass doors	\$88,197.00	\$573.70
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$8,810,292.00	\$37,474.80

Building Division Revenue by Permit Category:

PERMIT TYPE	FEBRUARY 2024	FISCAL YEAR-TO- DATE 2023 TO 2024	FEBRUARY 2023	LAST FISCAL YEAR-TO- DATE 2022 TO 2023
BUILDING	\$36,254.66	\$108,777.49	\$36,554.56	\$85,991.93
ROOF	\$2,225.54	\$18,559.99	\$3,429.39	\$8,588.11
DEMOLITION	\$0.00	\$340.00	\$0.00	\$221.40
ELECTRICAL	\$2,730.11	\$11,921.43	\$2,639.71	\$11,068.47
MECHANICAL	\$5,290.03	\$20,956.91	\$3,277.21	\$12,357.18
PLUMBING	\$2,514.80	\$23,712.68	\$2,018.39	\$10,986.28
SIGN	\$261.13	\$1,737.02	\$69.25	\$1,271.66
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$306.04	\$1,584.97	\$163.25	\$598.25
DEVELOPMENT FEES	\$5,091.00	\$10,480.44	\$1,485.00	\$3,044.02
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$54,673.31	\$198,070.93	\$49,636.76	\$134,127.30

Building Division Activities:

ACTIVITY	FEBRUARY 2024	FISCAL YEAR-TO- DATE 2023 TO 2024	FEBRUARY 2023	LAST FISCAL YEAR-TO- DATE 2022 TO 2023
INSPECTIONS	{5} + [321] = 326	1573	272	1201
FINAL CERTIFICATES OF OCCUPANCY ISSUED (CO)	0	1	0	1
TEMPORARY CO ISSUED	0	1	0	0
FINAL INSPECTIONS	{5} + [224] = 229	1025	179	752
FAILED INSPECTIONS	{0} + [52] = 52	189	17	68

{ } Indicates a City Inspection & [] Indicates a Universal Engineering Services Inspection

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

Projects Begun Current Fiscal Year-to-Date – 2023 to Present: \$28,235,511.00

Projects Begun Last Fiscal Year – 2022 to 2023: \$88,785,455.00

Projects Begun Two Fiscal Years Ago – 2021 to 2022: \$64,300,811.00

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - FEBRUARY 2024

FACILITIES MAINTENANCE DIVISION:

This division currently has 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: Replaced ADA automatic door access that was broken
- Public Safety: Worked on replacing the ceiling in the fleet garage, assisted with fire bay re-painting and repairs
- Public Works: Finished painting offices

PARKS / STREETS DIVISION:

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

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:

- Repairs at Fornari Park walkover
- Repaired foot wash at Racquet Club
- Installed two valve boxes at the Community Center
- Repaired the elliptical at McElroy Park
- Removed broken bench and trash can at St. Kitts Park
- Temporary repair at 2901 A1A walkover
- Reported broken storm drain on Peninsula
- Barricaded McElroy pickleball courts for new fence and resurfacing
- Repaired water fountain at Andrinopoulos Park
- Installed bike week signs

Electrician:

- Electrical Locates: 49
- Continued replacing damaged decorative fixtures, globes and fuses along SRA1A, this task will be continuous as material is available
- Continued work on installing electric to the public safety shed
- Replaced timers and GFCI's in McElroy Park
- Continued replacement of GFCI's at the pavilion
- Install a hard wire light at the museum in the Community Center
- Replaced GFCI's at Station 6
- Continued work on repairing Veterans Park lighting
- Repairs on Station 5 generator
- Replaced lights at Public Safety gym, firebay, tool room, kitchen and side entrance

- Started on the power installation for ACs in the pavilion and tennis court bathrooms

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 – 44
- Cleared back up at 141 Boynton
- 3- Pool reading
- Fixed clean out box at 3057 Brookfair Crescent
- Installed new window AC unit Station 3



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 26, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Executive Financial Summary Report for February 2024

SYNOPSIS:

Report of the February 2024 fiscal year-to-date city-wide financial status. The financial reports show where the city is financially with regard to the commission-approved budget.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Total commission approved General Fund budget is \$19,903,800; Sewer Fund budget is \$4,532,800.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Feb 2024 Executive Financial Report

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending February, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$10,556,877	\$6,150,392	\$4,406,484	42%
General Fund Sub-Total	\$10,556,877	\$6,150,392	\$4,406,484	42%
Sewer Fund Operations	\$1,216,565	\$1,210,620	\$5,945	0%
Sewer Fund Restricted Impact Fee	\$10,016	\$4,780	\$5,236	52%
Sewer Fund Sub-Total	\$1,226,581	\$1,215,400	\$11,181	1%
TOTAL ALL FUNDS FISCAL YTD	\$11,783,457	\$7,365,792	\$4,417,665	37%

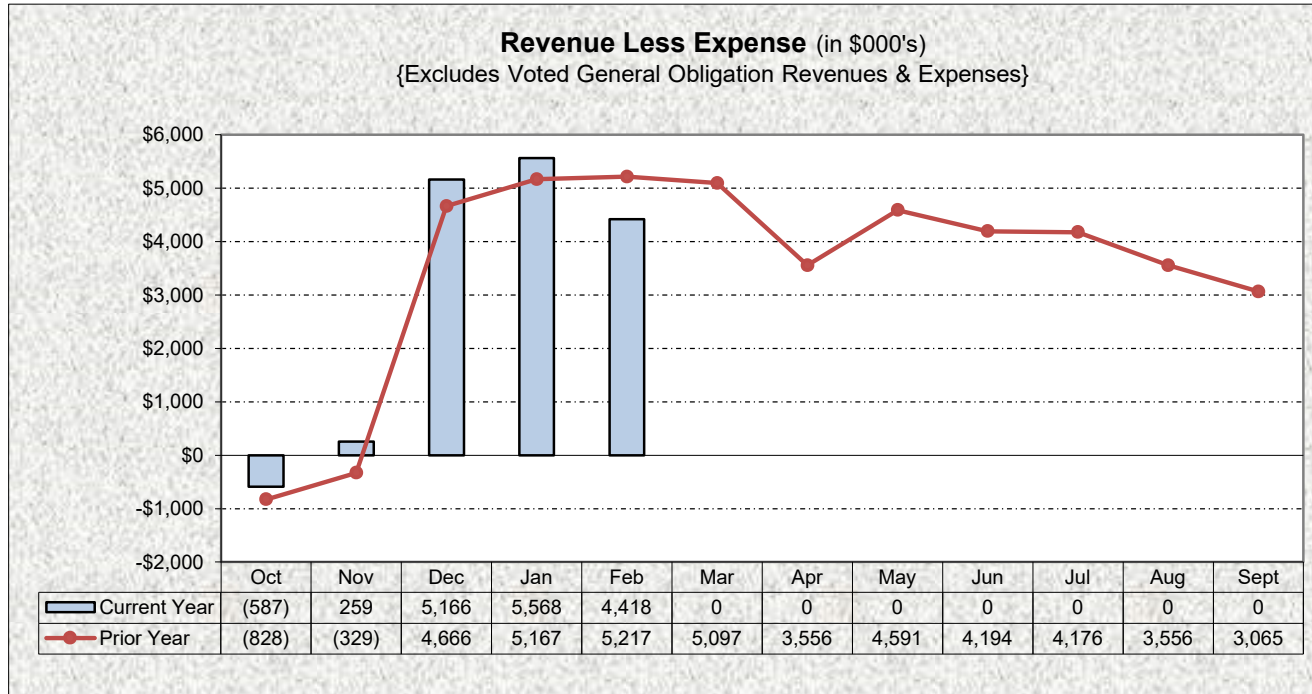
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$27,397,297	\$25,734,887	\$1,662,410	6%
Sewer Fund	\$12,006,104	\$10,053,400	\$1,952,704	19%
Sub-Total Operating Funds	\$39,403,401	\$35,788,287	\$3,615,114	10%
TOTAL ALL FUNDS	\$39,403,401	\$35,788,287	\$3,615,114	10%

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	\$765,286	\$602,255	\$1,367,541

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

Month Ending February, 2024

NON-G.O. FUNDS	February, 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	\$19,904	\$10,557	\$10,636	(\$79)	-1%
Utility Fund	\$4,533	\$1,227	\$1,247	(\$20)	-2%
Total Revenues & Appropriations	\$24,437	\$11,783	\$11,883	(\$99)	-1%
Expenses ('000s)					
General Fund Less Capital	\$16,670	\$5,940	\$4,258	(\$1,682)	-40%
General Fund Capital	\$3,234	\$210	\$321	\$111	35%
Utility Fund	\$4,533	\$1,215	\$783	(\$432)	-55%
Total Expenses & Appropriations	\$24,437	\$7,366	\$5,362	(\$2,004)	-37%
Revenue Less Expense ('000s)					
General Fund	\$0	\$4,406	\$6,057	(\$1,651)	
Utility Fund	\$0	\$11	\$464	(\$453)	
Revenue Less Expense	\$0	\$4,418	\$6,521	(\$2,103)	



General Fund Detail Budget Report

Month Ending February, 2024

	February, 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	7,808,929	7,971,605	(162,676)	-2.04%
Business Taxes	101,900	72,791	94,591	(21,801)	-23.05%
Utility Taxes	1,031,800	311,188	372,163	(60,975)	-16.38%
Permits & Franchise Fees	970,600	413,317	324,015	89,302	27.56%
Intergovernmental	1,456,200	204,317	204,838	(521)	-0.25%
Donations	-	420	0	420	
Charges for Services	1,951,900	1,078,995	881,505	197,490	22.40%
Fines & Forfeitures	97,800	78,482	28,774	49,709	172.76%
Non-G.O Interest	495,000	207,821	79,765	128,055	160.54%
Unrealized Investment G/(L)	-	-	0	-	
Miscellaneous & Fixed Asset Sales	220,500	19,985	271,244	(251,259)	-92.63%
Internal Services	1,276,500	360,632	407,500	(46,868)	-11.50%
Non G.O. Transfer In-Fund Balance	3,130,600	-	0	-	
Non-G.O. Gen. Fund Revenue	\$ 19,903,800	\$ 10,556,877	\$ 10,636,000	\$ (79,123)	-0.74%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000	73,054	67,232	(5,823)	-8.66%
Executive	798,400	369,003	274,680	(94,324)	-34.34%
Finance	678,800	239,019	231,650	(7,369)	-3.18%
Legal Counsel	173,300	39,874	55,190	15,317	27.75%
Comp. Planning	125,100	22,040	39,682	17,642	44.46%
Information Technology	628,500	182,159	0	(182,159)	
Other Gov't Services	59,000	1,862	163,786	161,924	98.86%
Public Safety Operations	7,091,300	2,650,432	2,540,167	(110,264)	-4.34%
Building Dept.	672,100	267,973	238,635	(29,338)	-12.29%
Emergency Mgmt - Hurricanes	-	(134)	133,138	133,272	100.10%
Phy. Envir. -- Solid Waste/Recycle	1,672,900	645,377	439,256	(206,120)	-46.92%
Public Works Operations	1,815,700	655,810	579,115	(76,694)	-13.24%
Inventory	-	-	0	-	
Human Resources	48,400	-	63,125	63,125	100%
Parks & Rec	554,800	273,407	191,770	(81,638)	-42.57%
Community Center	671,200	253,311	207,298	(46,013)	-22.20%
Senior Center	-	-	0	-	
Economic Development Programs	-	-	7,470	7,470	100.00%
Contingency/Transfers	1,129,400	-	0	-	
Long-Term Debt	344,700	267,293	0	(267,293)	
Non-G.O. Operations Expense	16,669,600	5,940,480	5,232,195	(708,285)	-13.54%
Non-G.O. CAPITAL Expense	3,234,200	209,913	324,247	114,334	
Total Non-G.O. Expense	19,903,800	6,150,392	5,556,442	(593,951)	
Non-G.O. Revenue Less Expense	\$ -	\$ 4,406,484	\$ 5,079,558	\$ (673,074)	-13%

Utility Fund Detail Budget Report

Month Ending February, 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	\$1,114,697	\$1,218,793	(\$104,097)	-9%
Interest	215,000	101,868	21,020	80,849	385%
Sale of Fixed Assets / Misc.		0	0	0	
Total Operating Revenues	\$ 4,516,700	\$1,216,565	\$1,239,813	(\$23,248)	-2%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$1,177,834	\$1,107,585	(\$70,249)	-6%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	32,786	0		
Total Operating Expense	\$ 4,516,700	\$1,210,620	\$1,107,585	(\$70,249)	-6%
Operations Margin	\$ -	\$5,945	\$132,228		
% Gain/(Loss)		0%	12%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,100	\$ 9,975	\$6,925	\$3,050	44%
Impact Fee Interest	0	41	32	9	27%
I.F. Approp. Retained Earnings					
Total IF Revenue	\$ 16,100	\$ 10,016	\$ 6,957	\$ 3,059	44%
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	\$ -	\$ 5,236	\$ 5,045	\$ 191	4%
% Gain/(Loss)		110%	264%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 4,532,800	\$1,226,581	\$1,246,770	(\$20,189)	
TOTAL FUND Expense	\$ 4,532,800	\$1,215,400	\$1,109,497	(\$105,903)	
FUND Revenue Less Expense		\$11,181	\$137,273	(\$126,092)	

[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 February, 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	38,468	-
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	134,554	-
	Equipment	14,500	11,891	-
5751 Community Center		-	-	-
5752 Senior Center		-	-	-
GENERAL FUND TOTAL		3,234,200	209,913	-
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	209,913	-

INVESTMENT REPORT
February, 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%	66.1%	Yes
Cash & CDs	CASH			None	33.9%	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: February, 2024

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 584	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 584	5.33%	0%
TOTAL SBA						\$ 1,168		0.0%
U.S. Treasury Note	91282CER8	05/31/24	Investment	USGS	General Fund	\$ 2,666,226	1.62%	7%
U.S. Treasury Bill	912796Y45	06/27/24	Investment	USGS	General Fund	\$ 2,014,076	4.22%	5%
U.S. Treasury Bill	912797GP6	05/30/24	Investment	USGS	General Fund	\$ 2,766,333	3.98%	7%
U.S. Treasury Bill	912797LL9	03/21/24	Investment	USGS	General Fund	\$ 3,707,472	2.04%	9%
U.S. Treasury Bill	912797KB2	08/15/24	Investment	USGS	General Fund	\$ 3,719,532	4.44%	9%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,719,043	4.59%	7%
U.S. Treasury Bill	912797FS1	06/13/24	Investment	USGS	Sewer Fund	\$ 1,555,189	4.11%	4%
U.S. Treasury Bill	912797JV0	06/13/24	Investment	USGS	Sewer Fund	\$ 5,309,479	3.67%	13%
U.S. Treasury Bill	912797LL9	05/07/24	Investment	USGS	Sewer Fund	\$ 1,588,917	2.30%	4%
TOTAL US TREASURIES						\$ 26,046,267		66.1%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 10,583,760	0.00%	27%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,809,319	1.14%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,734	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 789,691	0.00%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,651	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,864	0.15%	0%
TOTAL BANKS						\$ 13,355,966		33.9%

TOTAL CURRENT VALUE @ PERIOD END	\$39,403,401
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	2.3420%

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)	\$ 27,397,297	\$ 28,103,515	\$ 25,734,887	\$ 22,691,737
Sewer Fund	\$ 12,006,104	\$ 11,589,016	\$ 10,053,400	\$ 11,378,235
TOTAL	\$ 39,403,401	\$ 39,692,531	\$ 35,788,288	\$ 34,069,972
Percent Change for Current	N/A	-0.7%	10.1%	15.7%

Portfolio Report
February, 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)	\$584	5.60%	\$ 584	\$0	\$33
BoA	Cash-Pool Cash Account (5882)	\$10,583,760	0.00%	\$ 10,583,760	\$0	\$495
	<i>Includes Contraband Pool Cash</i>			\$ 73,132		\$0
	<i>Includes Economic Development Cash</i>			\$ 576,157		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,518,460)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,864	0.15%	\$ 36,864	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$789,691	0.00%	\$ 789,691	\$0	\$0
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (190,772)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,465,481	1.79%	\$ 17,592,682	\$127,202	\$311,877
ALL GENERAL FUND			1.57%	\$ 27,397,297	\$127,202	\$314,364
PRIOR MONTH				\$ 28,103,515		

SEWER OPERATING						
SBA	Investment (032)	\$584	5.60%	\$ 584	\$0	\$33
BoA	Sewer Operating Fund (4319)	\$1,809,319	1.14%	\$ 1,809,319		\$20,626
Seacoast	Cash (4966)	\$22,651	0.15%	\$ 22,651	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,639,869		\$0
JP Morgan	US Treasury Securities	\$8,362,496	3.07%	\$ 8,453,584	\$91,088	\$256,853
ALL SEWER OPERATING FUND			3.62%	\$ 11,926,007	\$91,088	\$277,545
PRIOR MONTH				\$ 11,505,909		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,734		\$122
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 69,363		\$0
ALL SEWER IMPACT			0.15%	\$ 80,097	\$0	\$122
PRIOR MONTH				\$ 83,107		

ALL FUNDS			1.50%	\$ 39,403,401	\$218,290	\$592,032
PRIOR MONTH				\$ 39,692,531		
MONTHLY CHANGE				\$ (289,130)		
MONTHLY CHANGE %				-0.7%		

United States Government Securities

February, 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%	\$ 2,681,912	1.62%	\$ 2,666,226	\$ (15,687)	\$ 5,319	\$ 25,649
J.P.Morgan	US Treasury Bill (6-month)	912796Y45	01/04/24	06/27/24	\$ 2,049,000		\$ 1,999,791	4.22%	\$ 2,014,076	\$ 14,285		\$ 49,209
J.P.Morgan	US Treasury Bill (6-month)	912797GP6	02/27/24	05/30/24	\$ 2,803,000		\$ 2,766,386	3.98%	\$ 2,766,333	\$ (53)		\$ 36,614
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 3,718,000		\$ 3,619,952	2.04%	\$ 3,707,472	\$ 87,520		\$ 98,048
J.P.Morgan	US Treasury Bill (3-month)	912797KB2	02/13/24	08/15/24	\$ 3,810,000		\$ 3,712,921	4.44%	\$ 3,719,532	\$ 6,611		\$ 97,079
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000		\$ 2,684,518	4.59%	\$ 2,719,043	\$ 34,525		\$ 139,482
ALL GENERAL FUND					\$ 17,889,000		\$ 17,465,481		\$ 17,592,682	\$ 127,202	\$ 5,319	\$ 209,520
									PRIOR MONTH	\$ 17,534,644		
											1.79%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797FS1	12/14/23	06/13/24	\$ 1,579,000		\$ 1,538,486	4.11%	\$ 1,555,189	\$ 16,703		\$ 40,514
J.P.Morgan	US Treasury Bill (4-month)	912797JV0	01/11/24	05/07/24	\$ 5,362,000		\$ 5,272,602	3.67%	\$ 5,309,479	\$ 36,877		\$ 89,398
J.P.Morgan	US Treasury Bill (6-month)	912797LL9	09/21/23	03/21/24	\$ 1,594,000		\$ 1,551,408	2.30%	\$ 1,588,917	\$ 37,509		\$ 42,592
ALL SEWER OPERATING FUND					\$ 8,535,000		\$ 8,362,496		\$ 8,453,584	\$ 91,088		\$ 172,504
									PRIOR MONTH	\$ 8,419,220		
											3.07%	

ALL FUNDS					\$ 26,424,000		\$ 25,827,977		\$ 26,046,267	\$ 218,290	1.13%	
									PRIOR MONTH	\$ 25,953,864		
									MONTHLY CHANGE	\$ 92,403		
									MONTHLY CHANGE %	0.4%		



CITY COMMISSION AGENDA MEMORANDUM
MARCH 26, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of Agreement to Piggyback Services Contracted by Sourcewell: City Hall Floor Treatment Project

SYNOPSIS:

The City has budgeted \$60,000 for the replacement of the aged City Hall floor treatment originally installed in 2005. Attached is a piggyback contract with Shaw Industries, Inc. via their Sourcewell contract, which was bid competitively per Florida Statute. Although the proposal came in over budget at \$95,842.29 due to inflationary factors, the difference will be made up from other budgetary savings within the same budget account from other projects that came in under budget.

FISCAL IMPACT STATEMENT:

No fiscal impact as the increase in cost over budgeted amount has been accounted for using cost savings from other budgeted expenditures within the same departmental budget. Although the proposal came in over budget at \$92,859.31 due to inflationary factors, the difference will be made up from other budgetary savings within the same budget account from other projects that came in under budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of the subject piggyback contract.

SUGGESTED MOTION:

Approval of the subject piggyback contract.

- ATTACHMENT:**
1. SHAW Piggyback Sourcewell
 2. Exhibit A - Daytona Beach Shores Finance all LVT

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

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this day of _____, 2024, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the “City”, and SHAW INDUSTRIES, INC., hereinafter referred to as “Contractor”, concerning that certain agreement competitively bid by Sourcewell (“Sourcewell Contract”).

WITNESSETH:

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

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

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

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

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

WHEREAS, Sourcewell has competitively bid Solicitation No.: 61623 for contractual services for flooring.

WHEREAS, Sourcewell awarded the competitive bid to Contractor. The Contract between Sourcewell and Contractor is incorporated by reference except as modified herein.

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

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

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

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services.

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

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

2. Amendment. This Agreement to “piggyback” services hereby amends and supplements the terms of the Sourcewell Contract. The Scope of Services in the Sourcewell Contract, including the pricing and terms are hereby amended by the Specifications and Estimates, which are attached hereto as **Exhibit “A”**. The Contractor shall complete the work contained in Exhibit A by the end of the 2024 calendar year.

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

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public

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

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

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

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

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Sourcewell Contract shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Sourcewell Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal

year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable

“foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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

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

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

A. None.

(SIGNATURE PAGE FOLLOWS)

SHAW INDUSTRIES, INC.
SOURCEWELL PIGGYBACK AGREEMENT
SIGNATURE PAGE

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

SHAW INDUSTRIES, INC.

Print Name: _____

Title: _____

Company: _____

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor

Seal:

Approved for form and content by:

Vose Law Firm, City Attorney

Proposal Submitted To City of Daytona Beach Shores		Attention Stewart Cruz		Phone (386) 763-5377		Fax () -		Date 03/20/24	
Proposal Name City Hall Finance all LVT				Job Name (STFLS) City Hall Finance all LVT				Job # 176849	
Street 2990 S.Atlantic Ave				Job Street 2990 S Atlantic Ave				Proposal ID 199899	
City, State and Zip Daytona Beach Shores, FL 321		Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Daytona Beach, FL 32118--600		Customer Job # None		Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Straight Shift-Ecoworx-Multi Level Pattern Loop-18" x 36"-16 oz.	00505/Screw	860.00	SY	\$35.15	\$30,229.00
LokWorx+ Carpet Tile Adhesive 4 Gallon		10.00	4 Gal	\$105.95	\$1,059.50
Terrain II 20 mil LVT 6" x 48"	00170/Willow	2,127.72	SF	\$2.67	\$5,681.01
4151 Pressure Sensitive Adhesive 4 Gallon		3.00	Each	\$208.75	\$626.25
Thermoplastic Rubber Cove Roll Base 4"	00001/Black	6.00	Carton	\$107.01	\$642.06
Carpet Removal		980.00	SY	\$5.53	\$5,419.40
Carpet Disposal		980.00	SY	\$2.00	\$1,960.00
Carpet Tile Installation		860.00	SY	\$12.38	\$10,646.80
Base - Install 4"		720.00	LF	\$2.00	\$1,440.00
Furniture Moving and Replace		150.00	Hour	\$85.71	\$12,856.50
LVT/VCT Demo		850.00	SF	\$1.24	\$1,054.00
LVT/VCT Disposal		850.00	SF	\$0.95	\$807.50
Skimcoat		8,886.00	SF	\$1.37	\$12,173.83
LVT Installation		2,090.00	SF	\$4.27	\$8,924.30
Removal and Disposal of Cove Base		720.00	LF	\$0.99	\$712.80
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$1,609.34	\$1,609.34
Base Bid Total:					\$95,842.29

We **PROPOSE** to perform the work complete in accordance with the specifications and as described above for the **SUM of:**

Signature: **Crystal Zachery** **Crystal Zachery** **\$95,842.29**

Email: crystal.zachery@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: *The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.*
You are authorized to do the work as specified.

Customer: City of Daytona Beach Shores Signed: _____ Date: _____



CITY COMMISSION AGENDA MEMORANDUM MARCH 26, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

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. Requisite landscaping and screening will be provided for during the site plan process consistent with the City's LDC regulations.

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

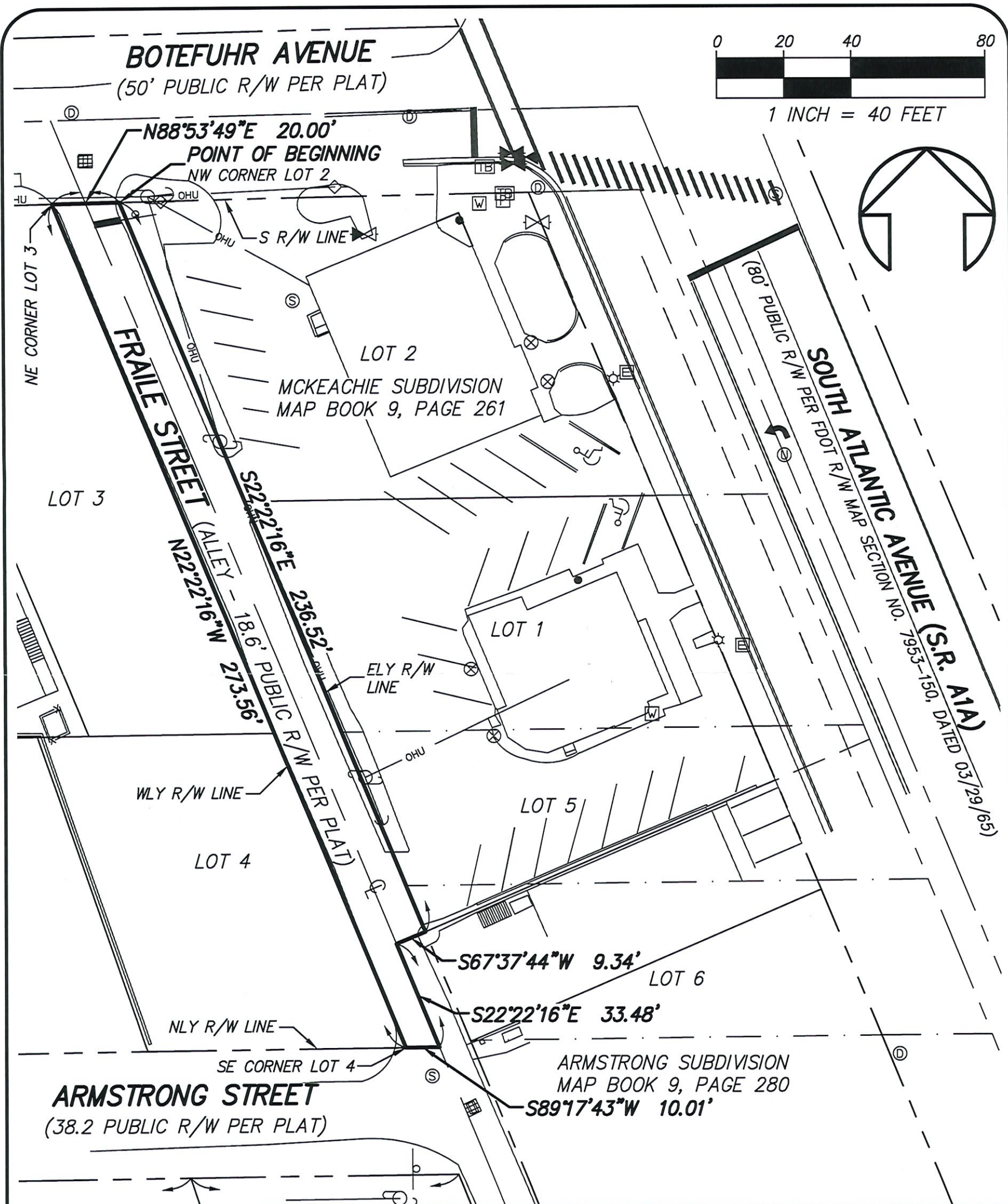
CHERI SCHWAB, CITY CLERK

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

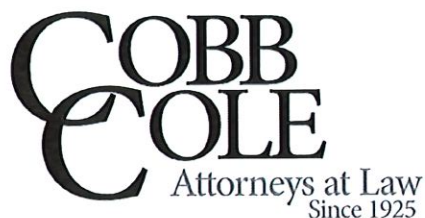
SKETCH AND DESCRIPTION (R/W VACATION)			DRAW DATE: 01/28/23	SCALE: 1" = n/a	PROJECT # 1568
F.B./PG: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 1 OF 2

RECEIVED
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. Sznajstajler
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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)
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(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

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JUN 07 2023

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 40-960-5500-01 as identification.

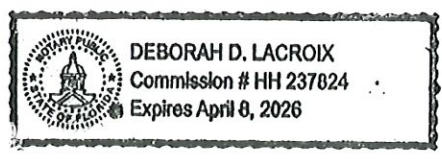


[Signature]
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

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

RECEIVED

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
-------------------	-----------	---------------	--------

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

RECEIVED

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.

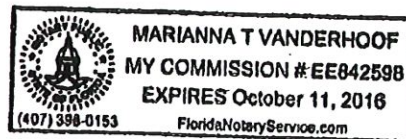
* A Florida Corporation

My Commission Expires:

Marianna T. Vanderhoof
Notary Public

(Notary Seal)

Page 2 of 2 Pages



413394

RECEIVED

JUN 07 2023

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

RECEIVED
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

Pay Online

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

413394

Pay online at vctaxcollector.org/pay
 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

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

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- 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.

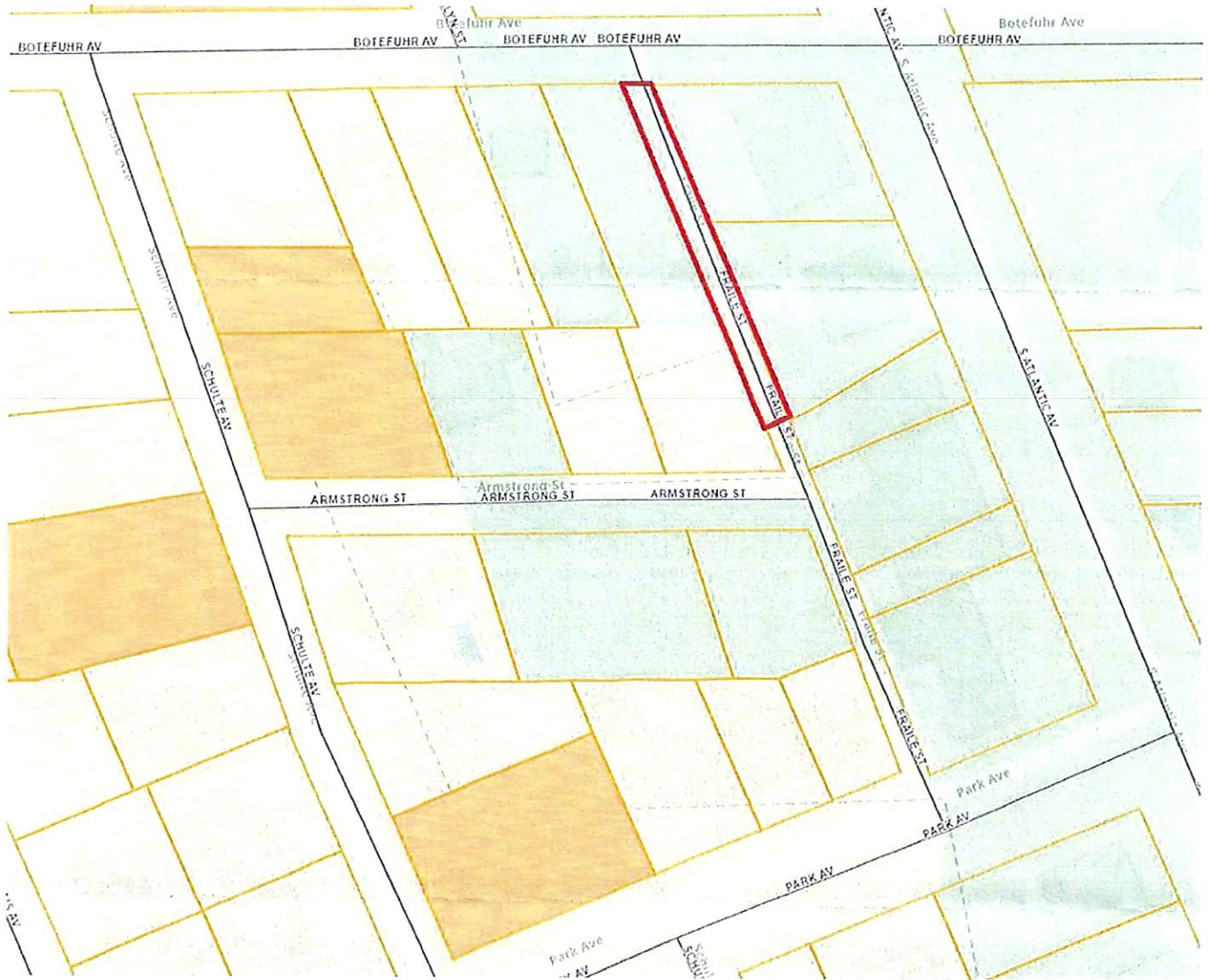
Should you have any questions or concerns, please do not hesitate to contact me at 386-671-8825.

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" = n/a

PROJECT # 1568

F.B./PG.: N/A

FIELD DATE: N/A

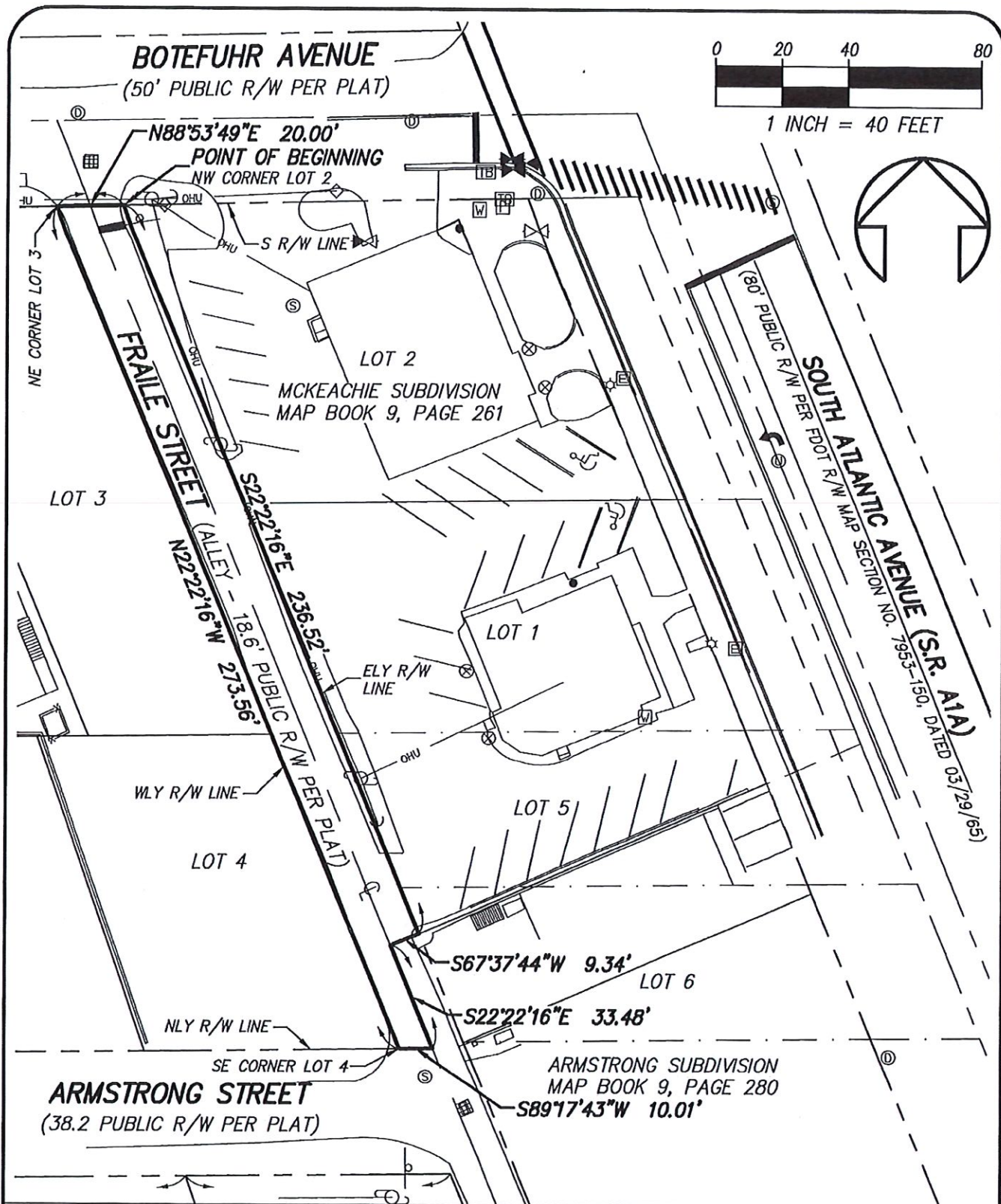
CREW: N/A

DRAWN BY: LAT

CHECKED BY: LHD

SHEET 1 OF 2

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

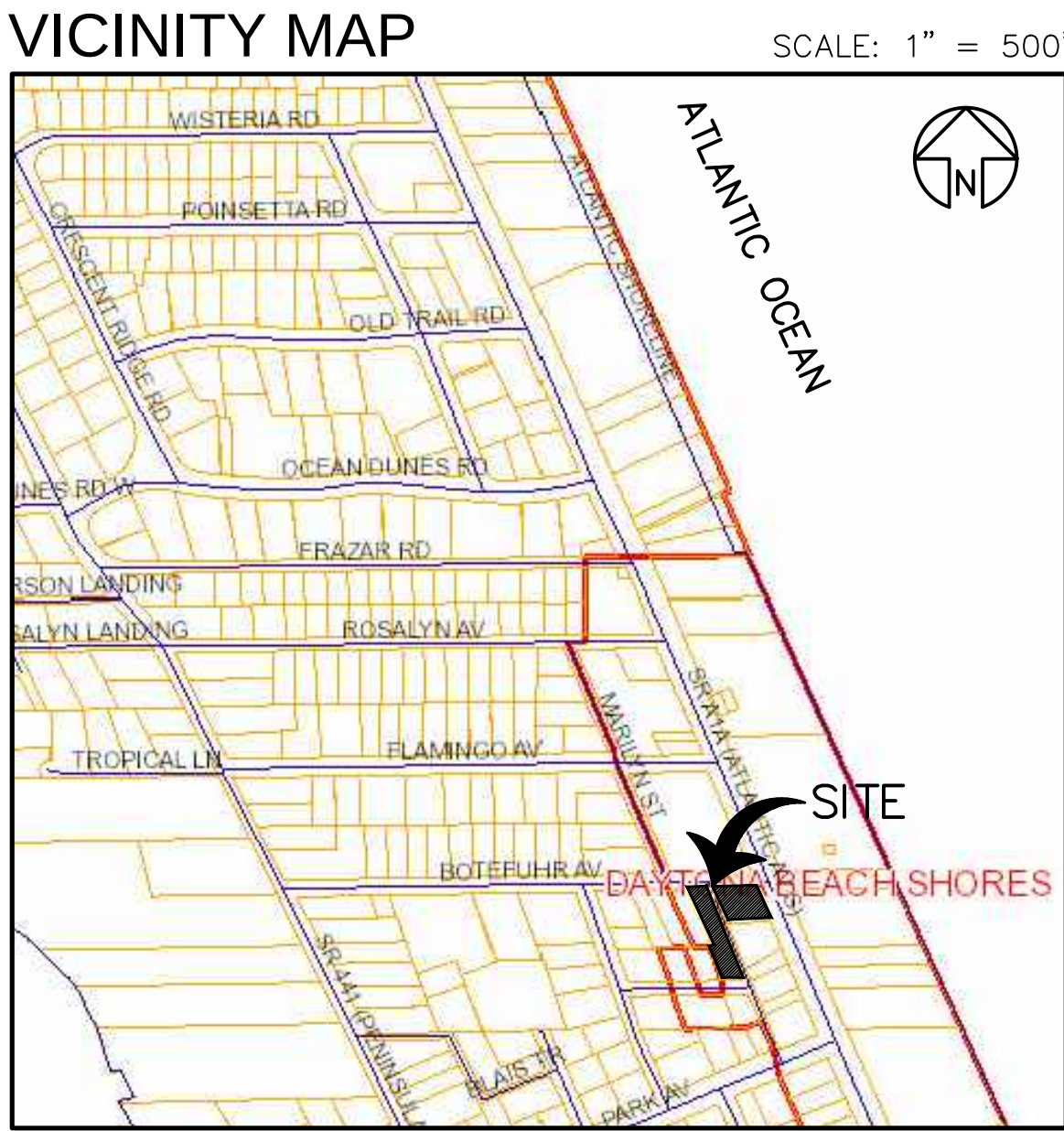
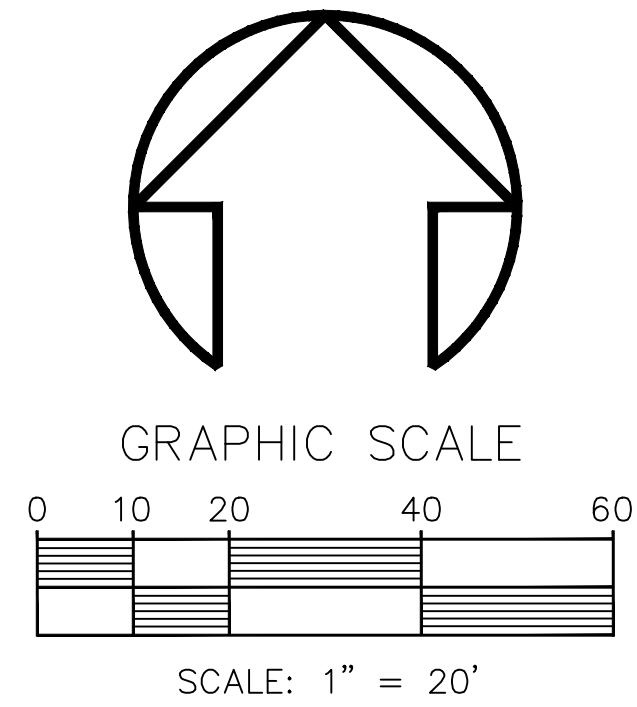
Tel. 386-763-5361

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

CONCEPTUAL PLAN				MARK DOWST & ASSOCIATES, INC.												R E V I S I O N											
				ENGINEERS * PLANNERS * SURVEYORS																							
				EB 4335																							
FRAILE ST GIFT SHOP				536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999																							
				SCALE 1"=20'		DESIGNED		LHD		DRAWN		LAT		CHECKED		MSD		DATE, 12-03-2021									
DAYTONA BEACH SHORES, FL																											

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 MARCH 26, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

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, 2023, 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-2-27-24 - Clean Version-Formatting Edits & Removal of Beach Access Deviation

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)

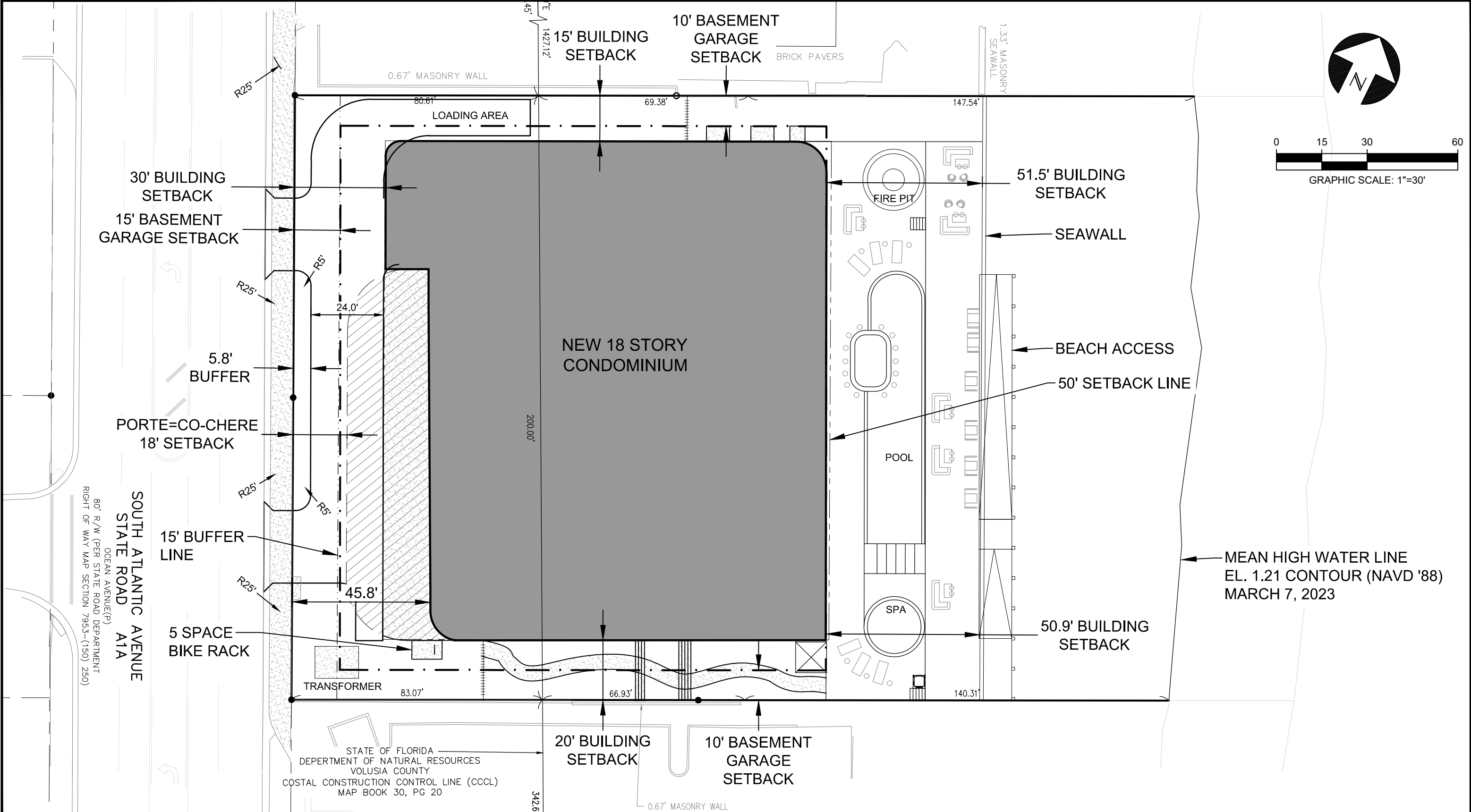
COUNTY OF VOLUSIA)

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

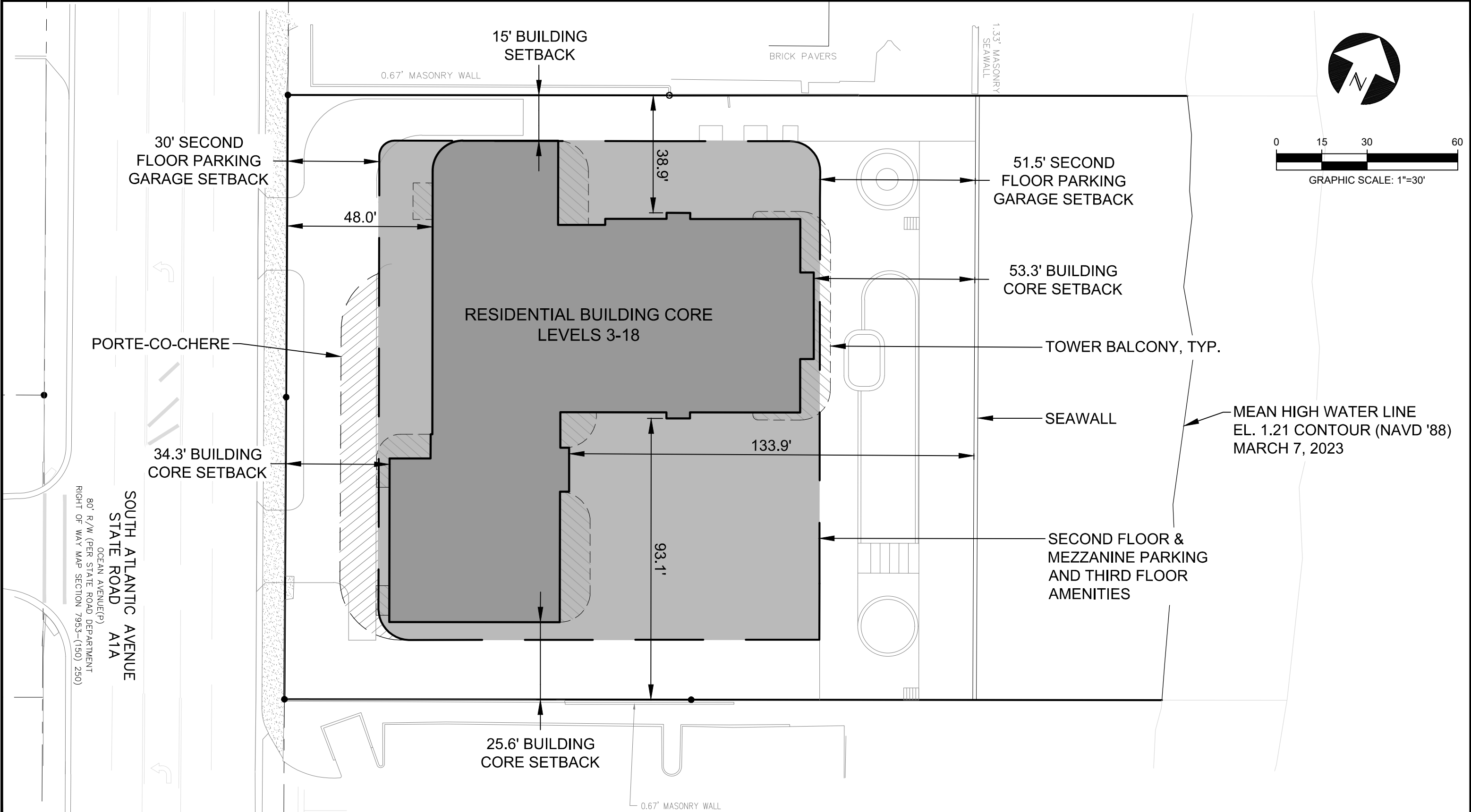
PROJECT NO.

973

973-SITE PLAN 3

SHEET C1 OF 5

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



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.

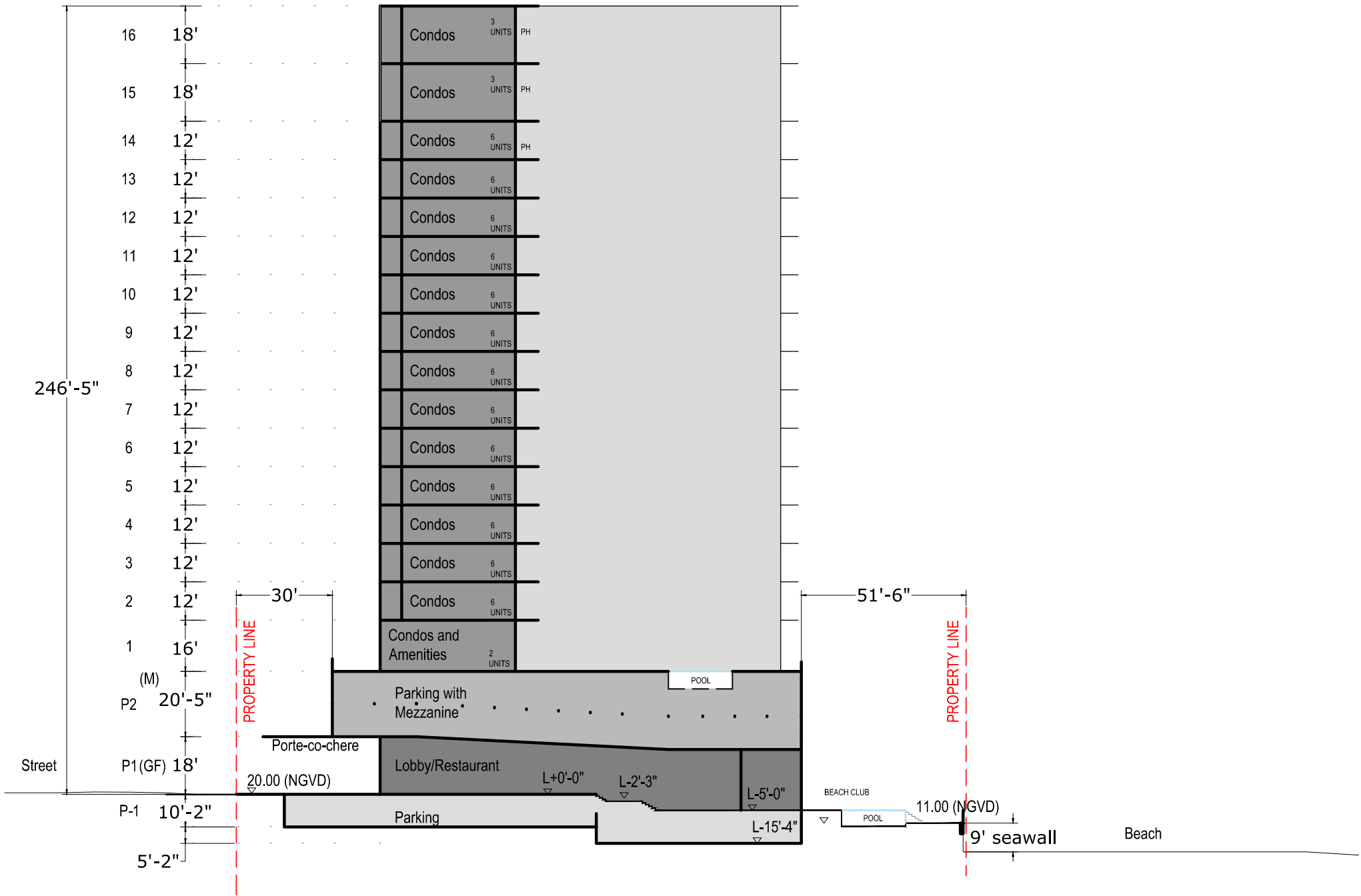
NOT RELEASED FOR CONSTRUCTION

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JOSEPH H. HOPKINS, P.E. NO. 48059
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PHONE: (386)239-7166 FAX: (386)239-7120

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

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: NONE

DESIGNED: JHH

DRAWN: KMP

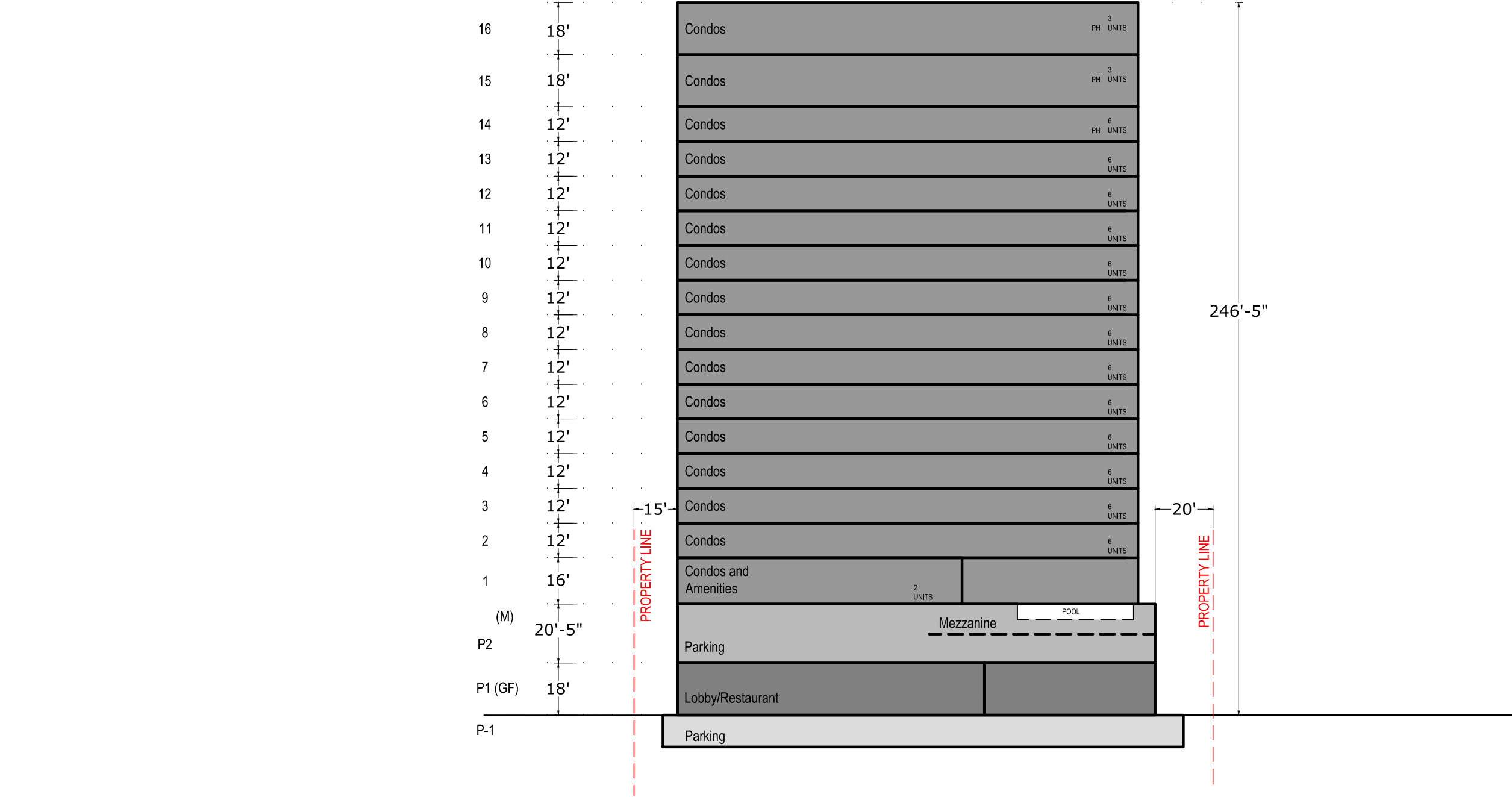
DATE: 6/21/23

PROJECT NO. 973

973-SITE PLAN 3

SHEET C3 OF 5

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



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



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

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	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				
				NOT RELEASED FOR CONSTRUCTION				SHEET	C5	OF	5

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) MEDJOOL 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-GRAPES 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 PARALLEL TO PARKING LOTS, WALKWAYS, AND/OR STRUCTURES UNLESS INTENTIONALLY DESIGNED TO MEANDER.

ST. AUGUSTINE SOLID SOD IS TO BE PLUSED 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 BERMUDA SOD. ALSO, REFERENCE AND SEE CIVIL ENGINEERING DWGS. FOR SODDING LIMITATIONS OF SOD AT WET AND/OR 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.

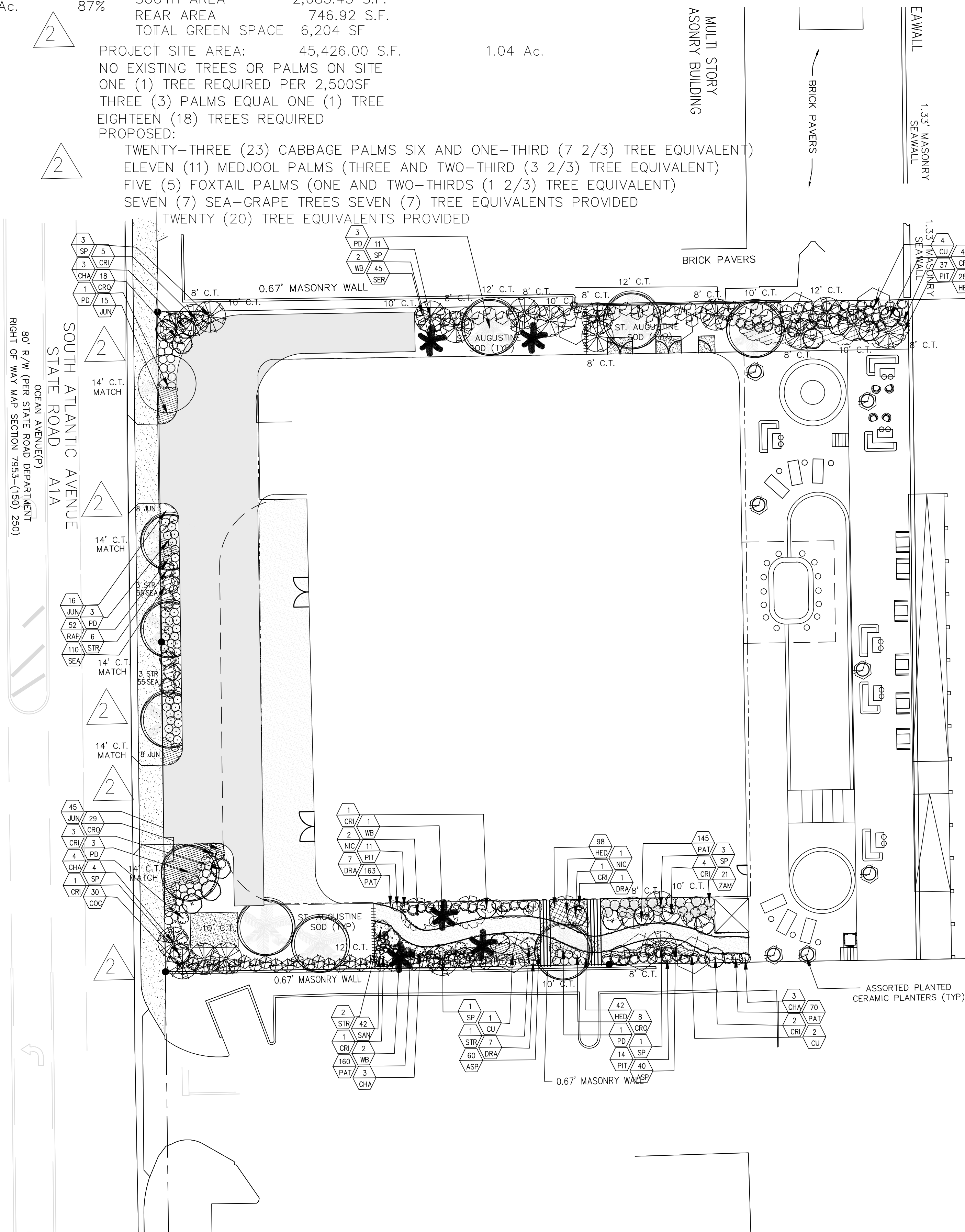
ALL EXISTING HARDSCAPE SURFACES WHICH ARE SHOWN TO BE REMOVED, SHALL HAVE THEIR LIMEROCK AND/OR COMPACTED BASES REMOVED DOWN TO THE NATIVE SOIL BASE.

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).

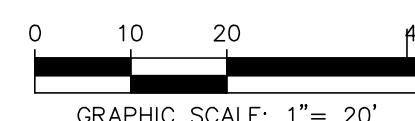
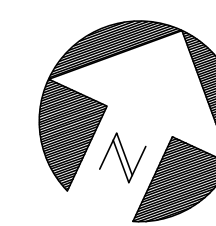
SEE ENGINEER'S PLAN FOR ALL EXISTING AND PROPOSED
EASEMENTS, COVENANTS, R.O.W., BUFFER DIMENSIONS, AND
ALL SITE LAYOUT DIMENSIONING.

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
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

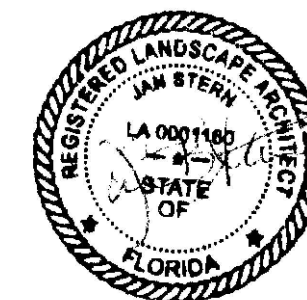
THE PERFORMANCE GROUP

JOSEPH H. HOPKINS, P.E. NO. 48059
 LICENSED BUSINESS CERTIFICATION NO. 7175
 00 MARINA POINT DR. DAYTONA BEACH, FL 32114

SITE LANDSCAPE PLANTING PLAN

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION



JAN B. STERN, ASLA, RLA #000116

SCALE: 1"=20'-0"

DESIGNED: .JS

DRAWN: JBS

DATE 06/02/2005

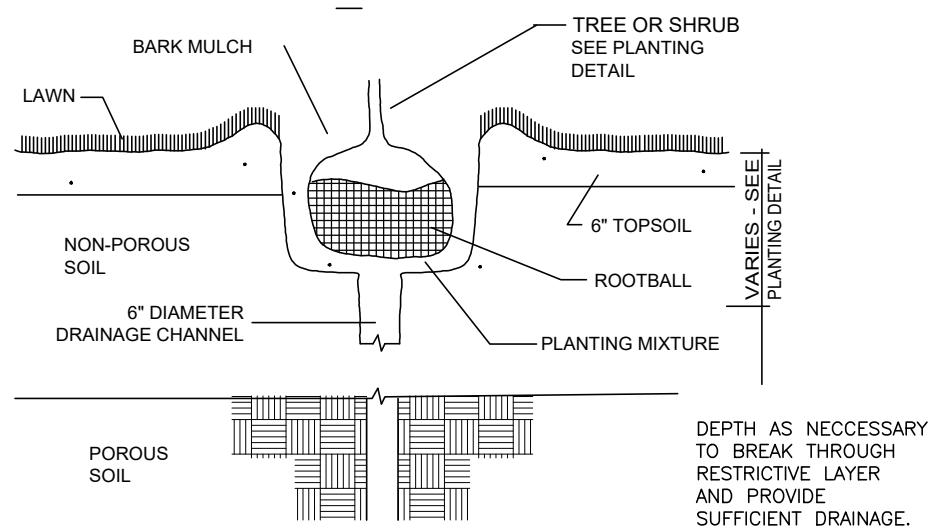
PROJECT NO. _____

030

375

LANDSCAPE

SHEET L 1 OF 2



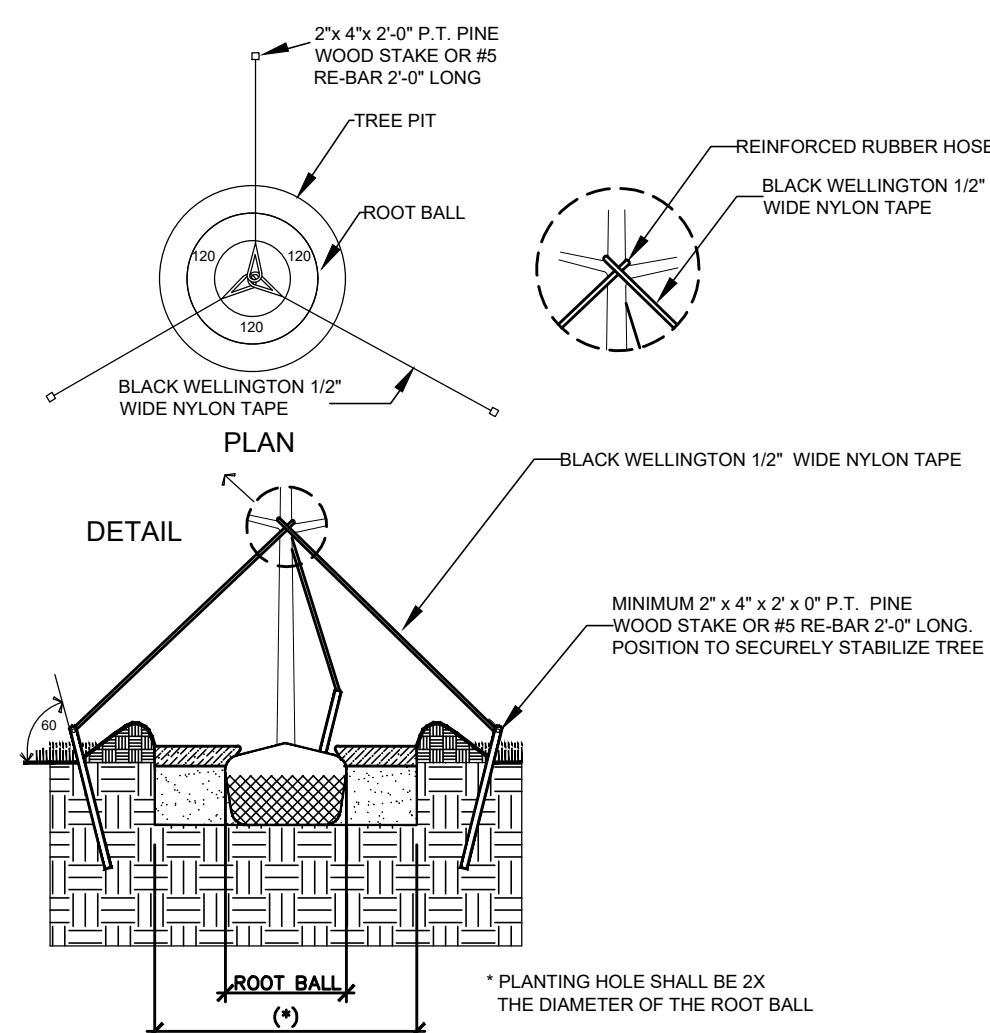
DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

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

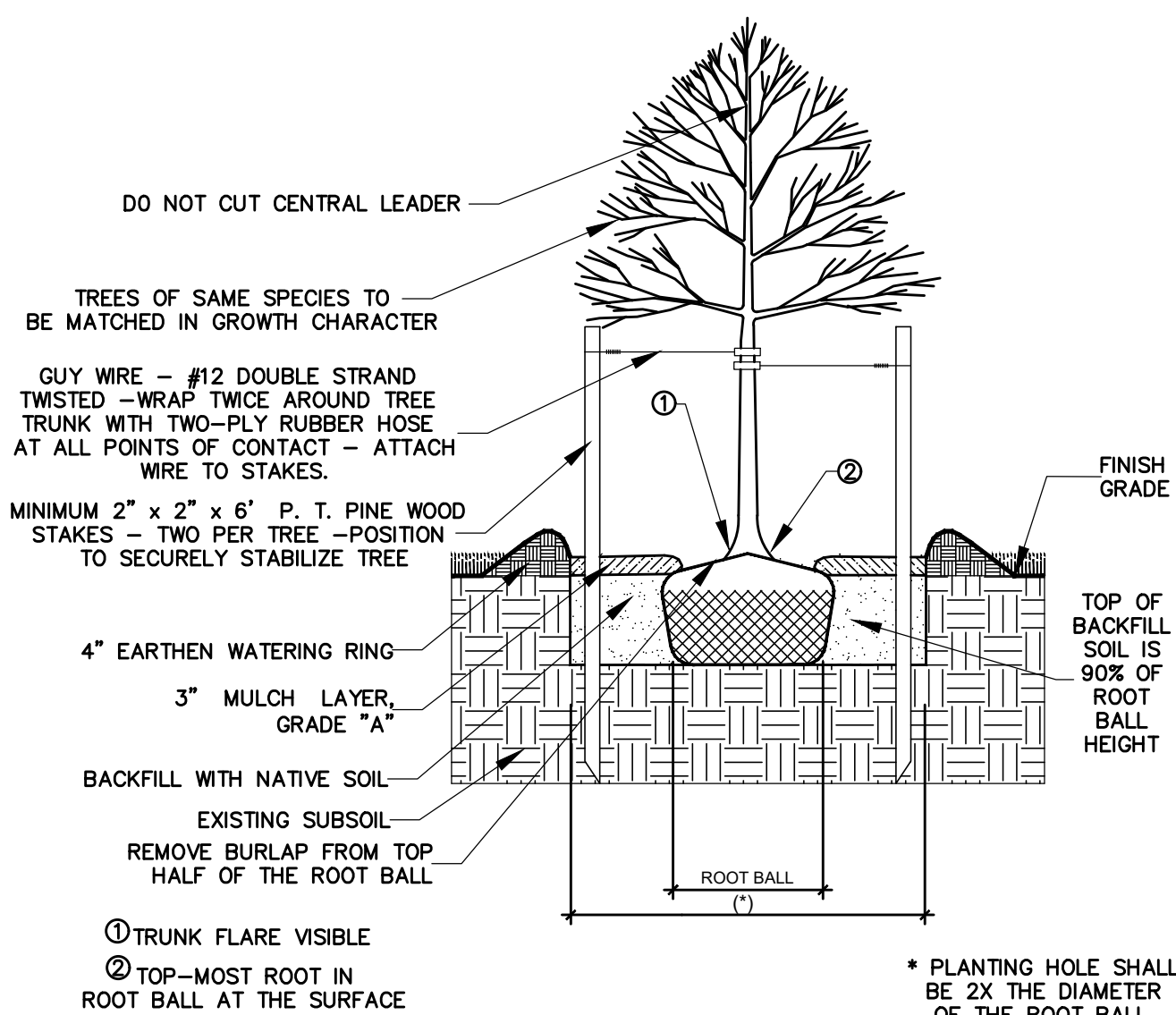
- DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") 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

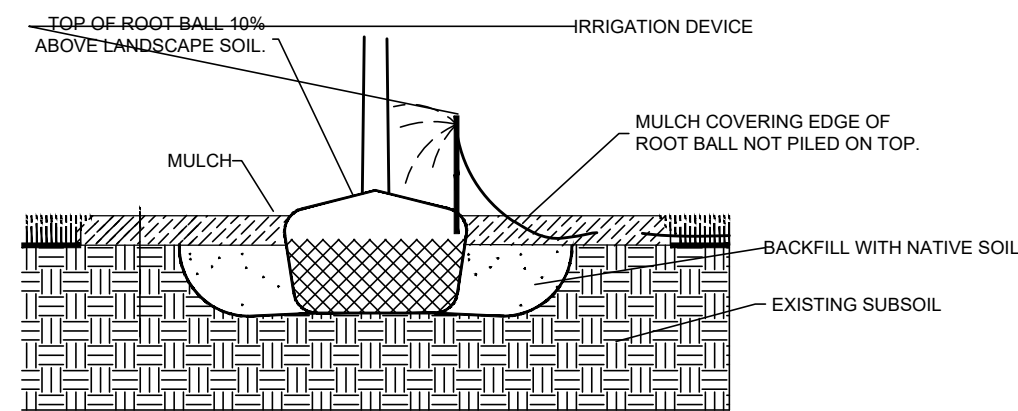
NOT TO SCALE



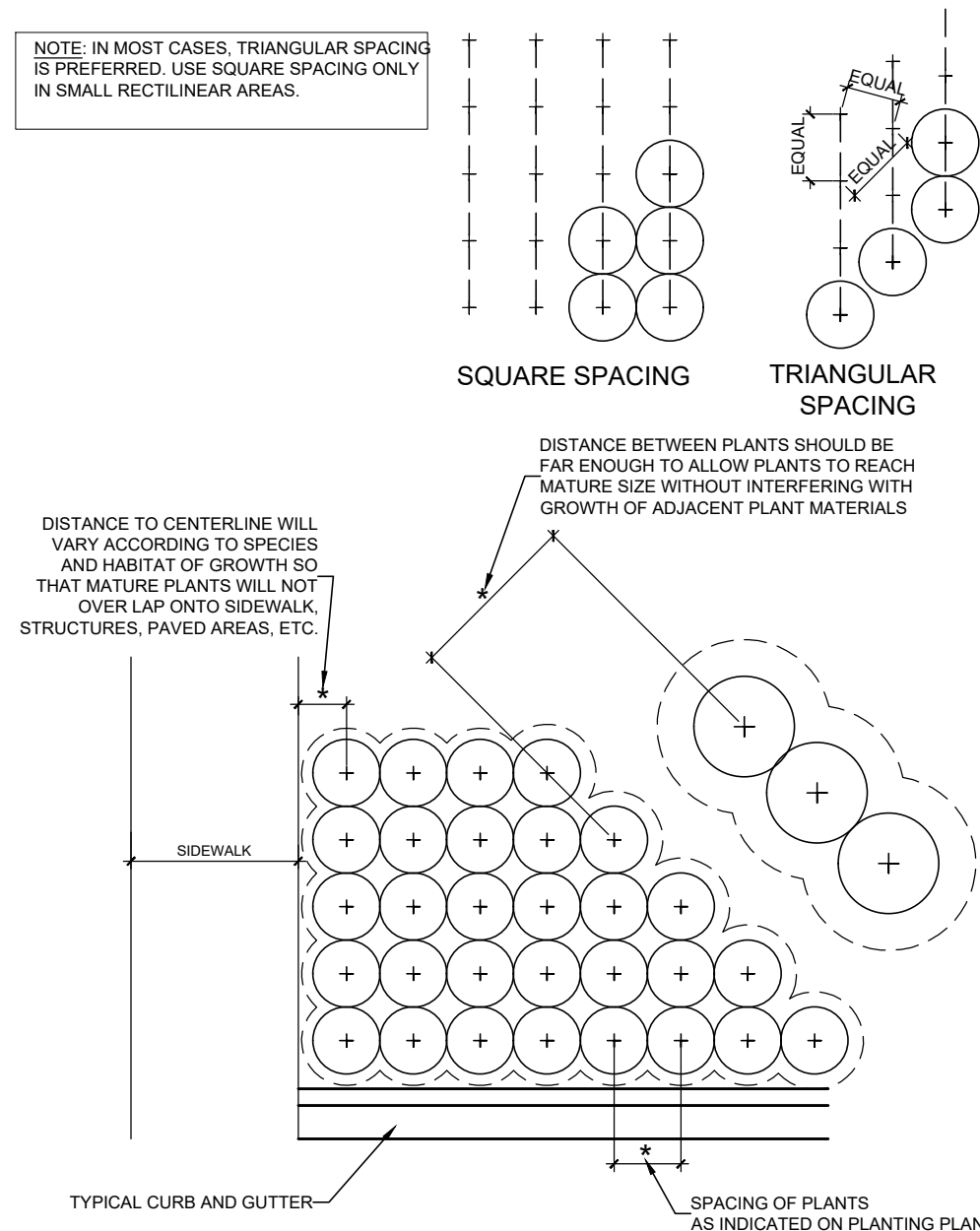
STANDARD CONSTRUCTION DETAIL
TYPICAL TREE GUYING DETAIL



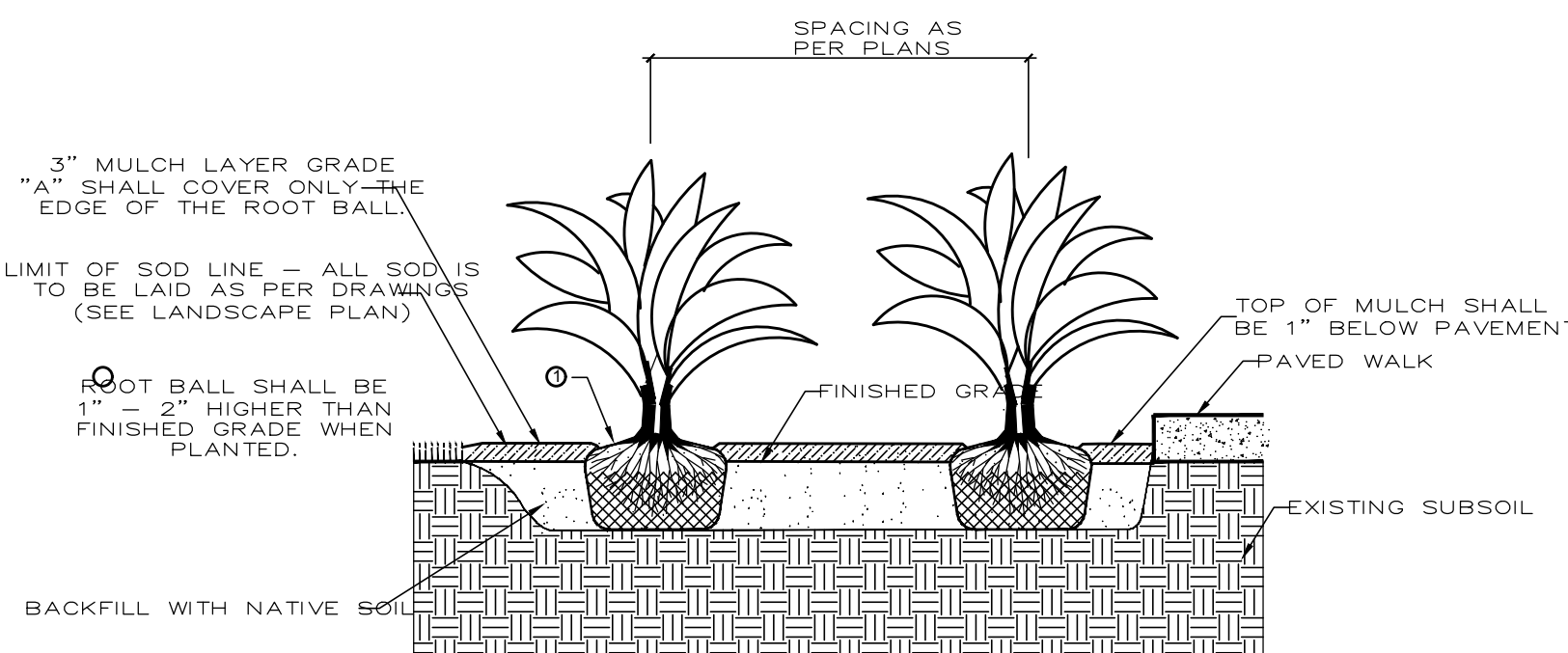
STANDARD CONSTRUCTION DETAIL
SMALL TREE PLANTING DETAIL
NTS



STANDARD CONSTRUCTION DETAIL
PLANT LIKE THIS DETAIL
NTS

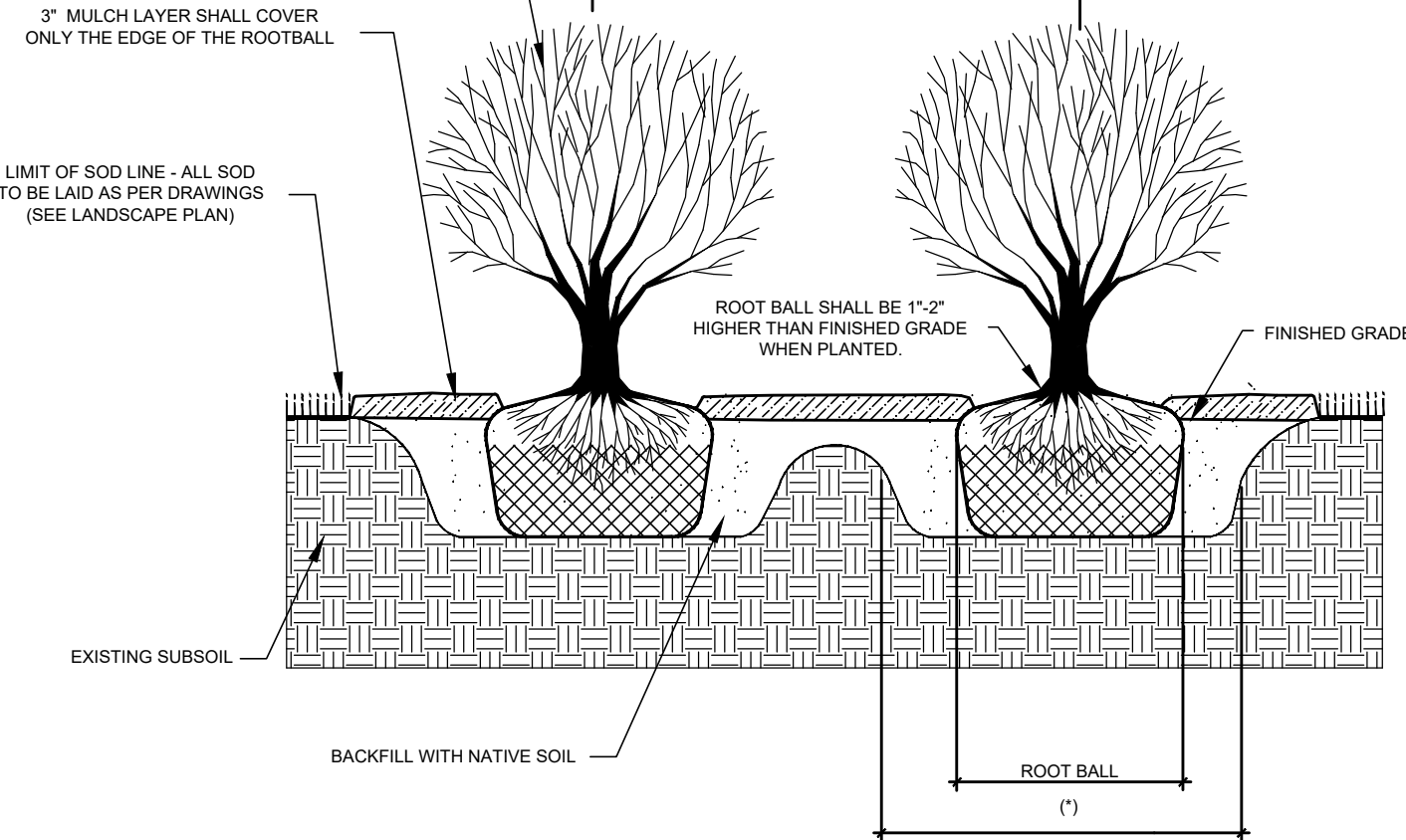


STANDARD CONSTRUCTION DETAIL
TYPICAL CONTAINER SPACING
NTS



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



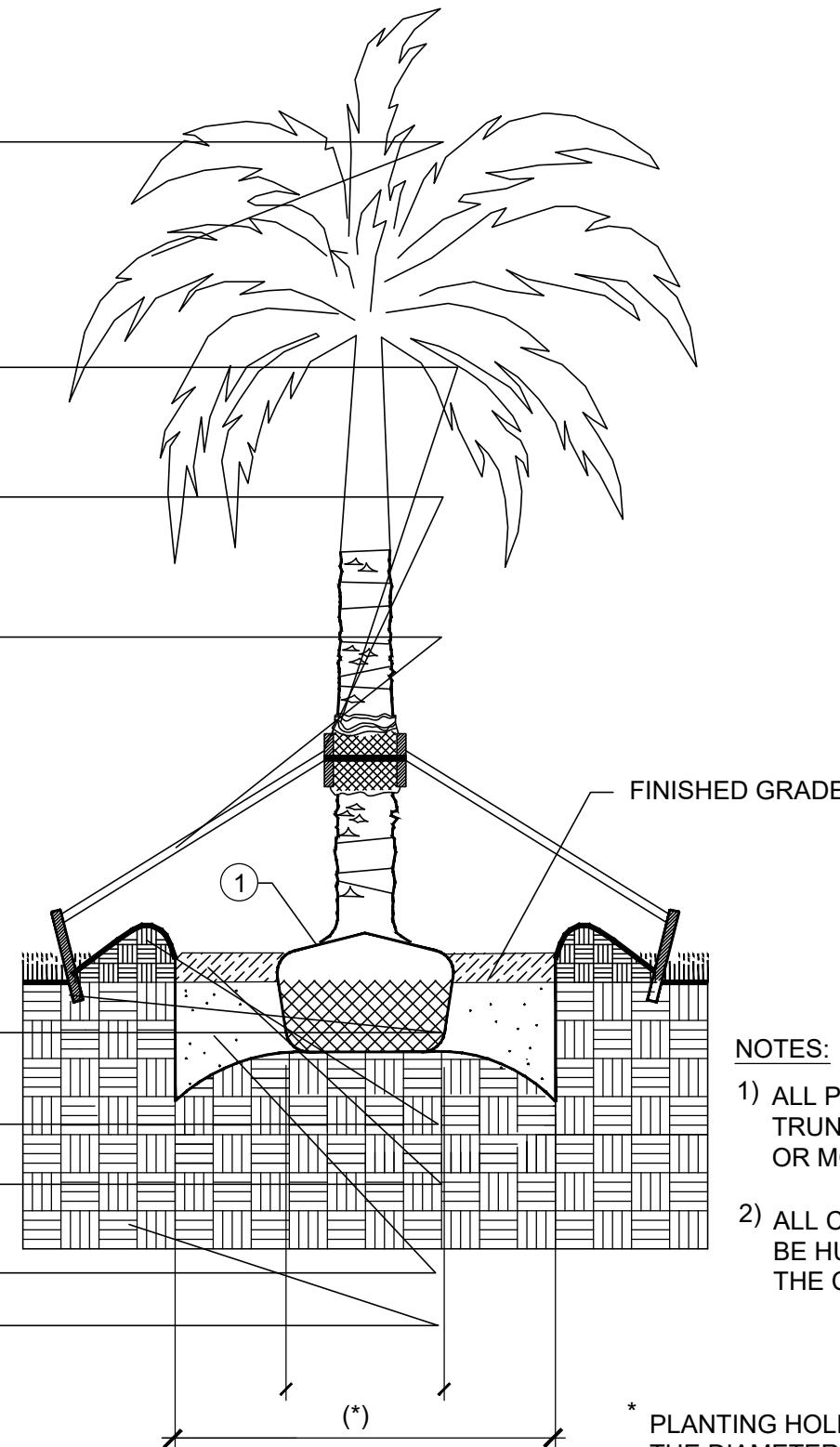
STANDARD CONSTRUCTION DETAIL
TYPICAL SHRUB PLANTING DETAIL
NTS

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.

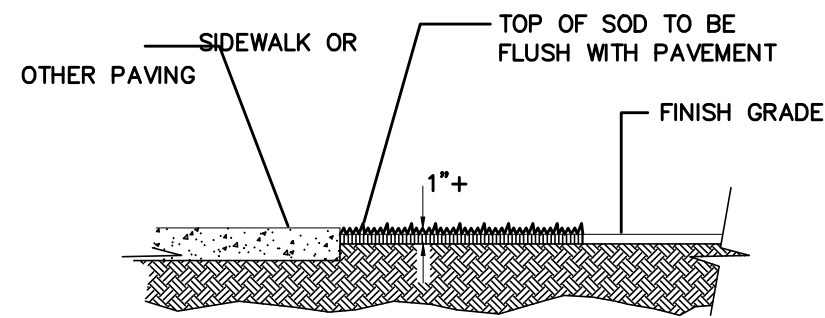
2" x 4" x 24" PINE FOOTPAD FOR SOFT SOIL CONDITIONS SUCH AS SAND, BURIED 3' BELOW GRADE
4" EARTHEN WATERING RING
3" MULCH LAYER, GRADE "A"
BACKFILL WITH NATIVE SOIL
EXISTING SUBSOIL



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.

1* 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.

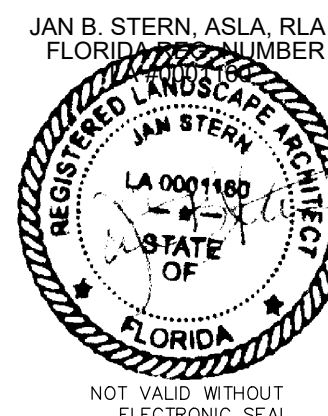
PLANTING NOTES

- 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



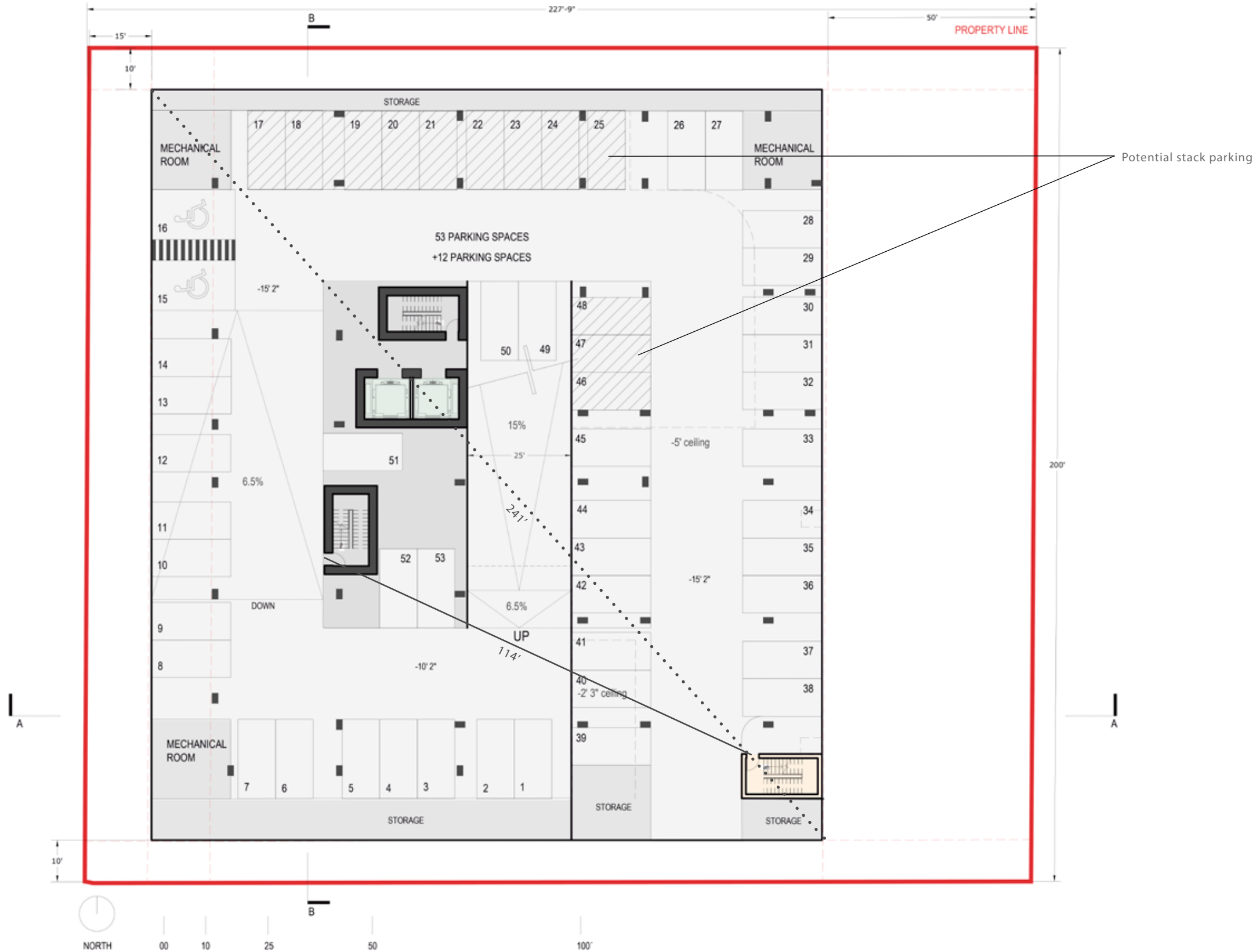
SCALE:	AS SHOWN'
DESIGNED:	JBS
DRAWN:	JS
DATE:	06/22/2023
PROJECT NO.	PG 973
973-LANDSCAPE DTLS	
SHEET	L 2 OF 2



SERENA BY THE SHORES

CONCEPT DESIGN / ARCHITECTURAL DRAWINGS
OCTOBER 2023

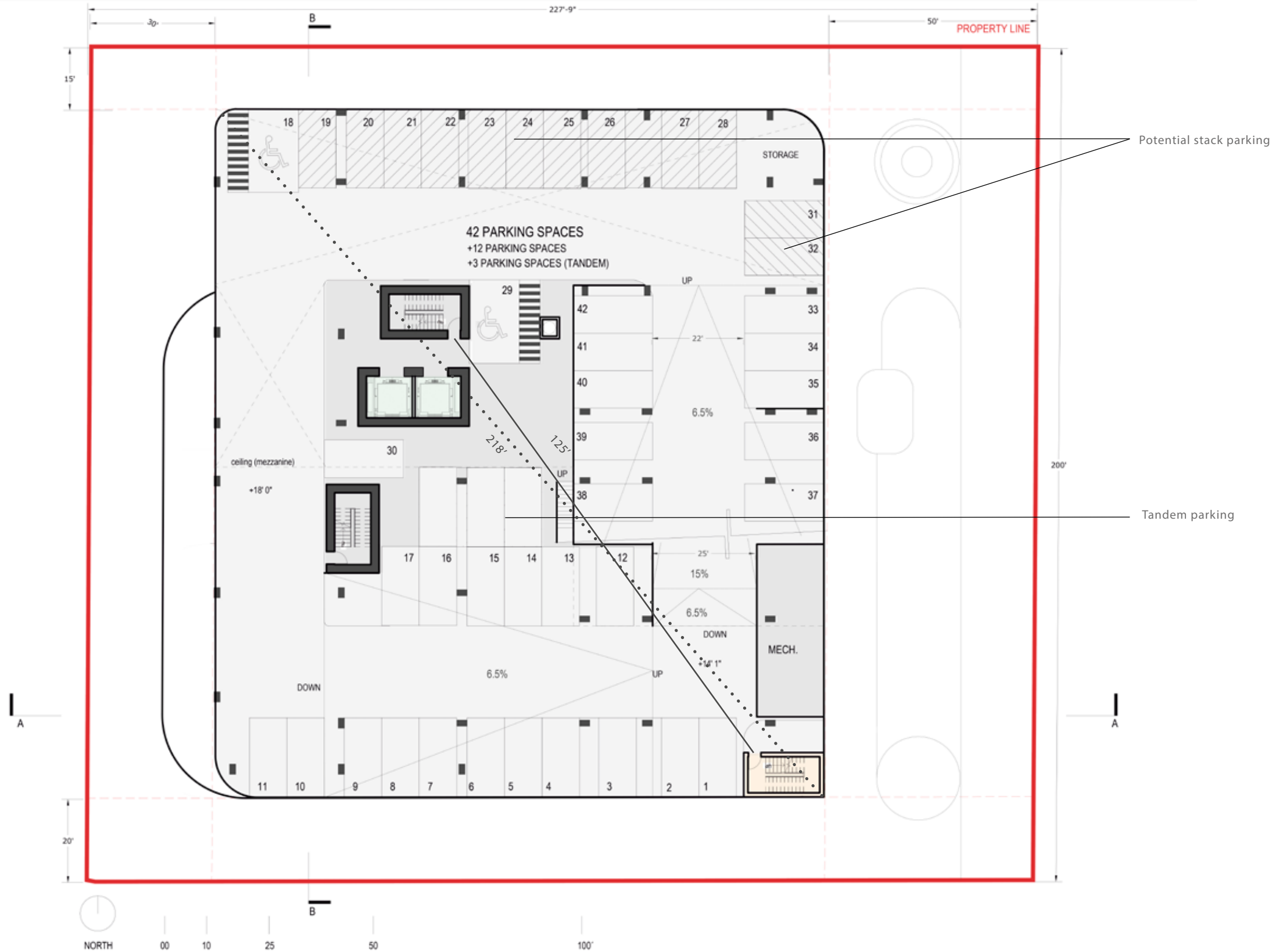
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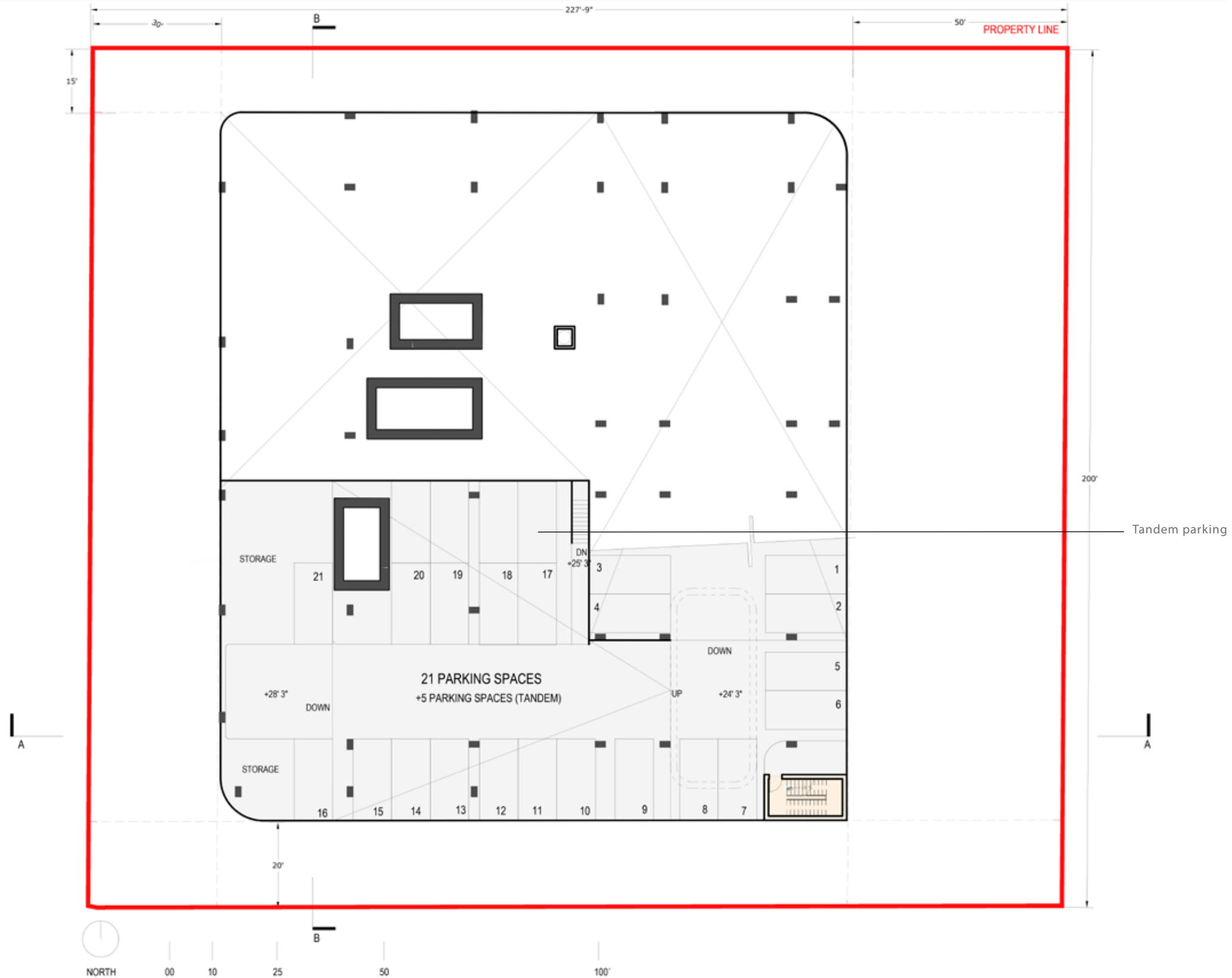
CONCEPT DESIGN

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





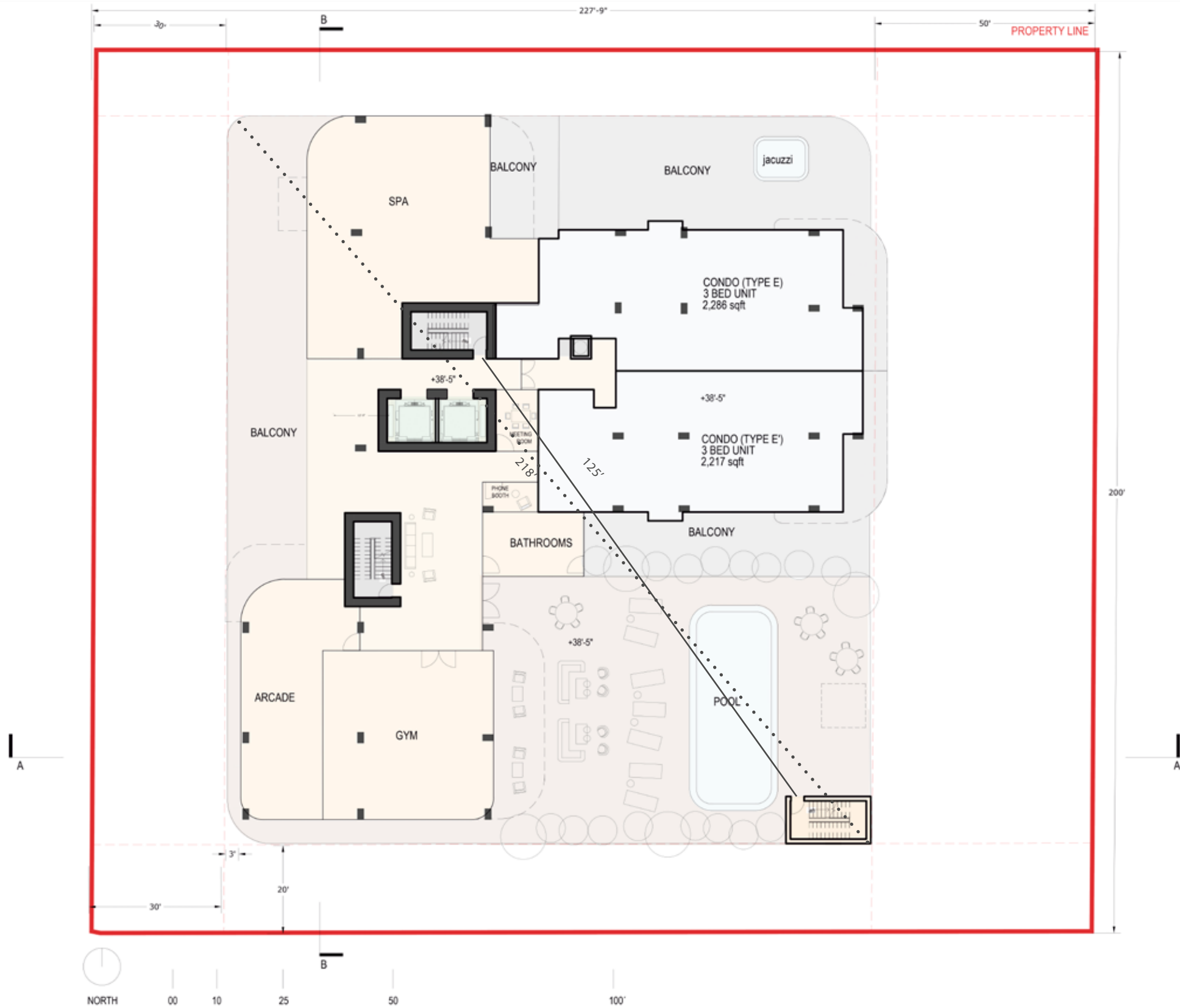
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CONCEPT DESIGN

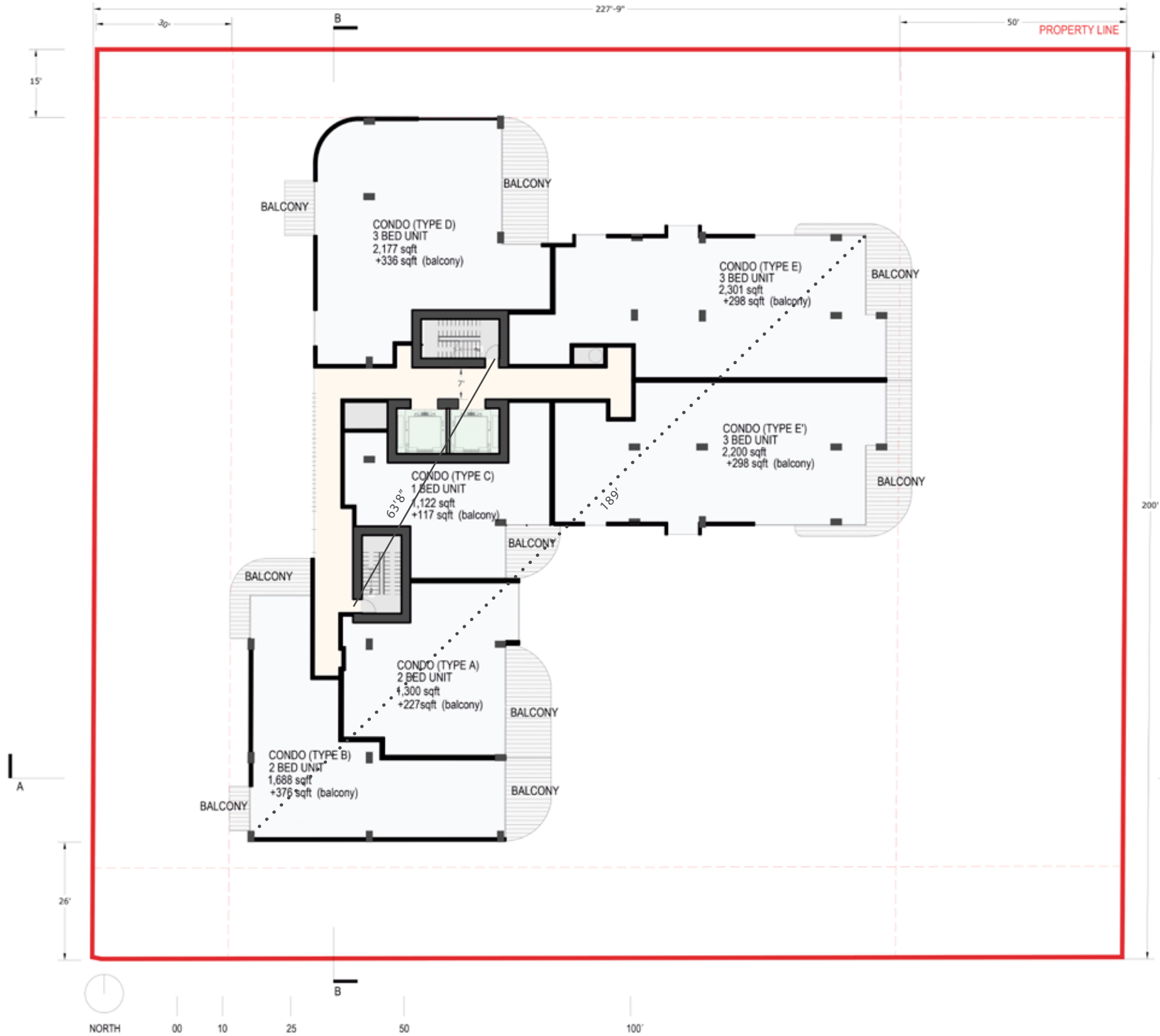
MEZZANINE , M, L. + 28'3"

6

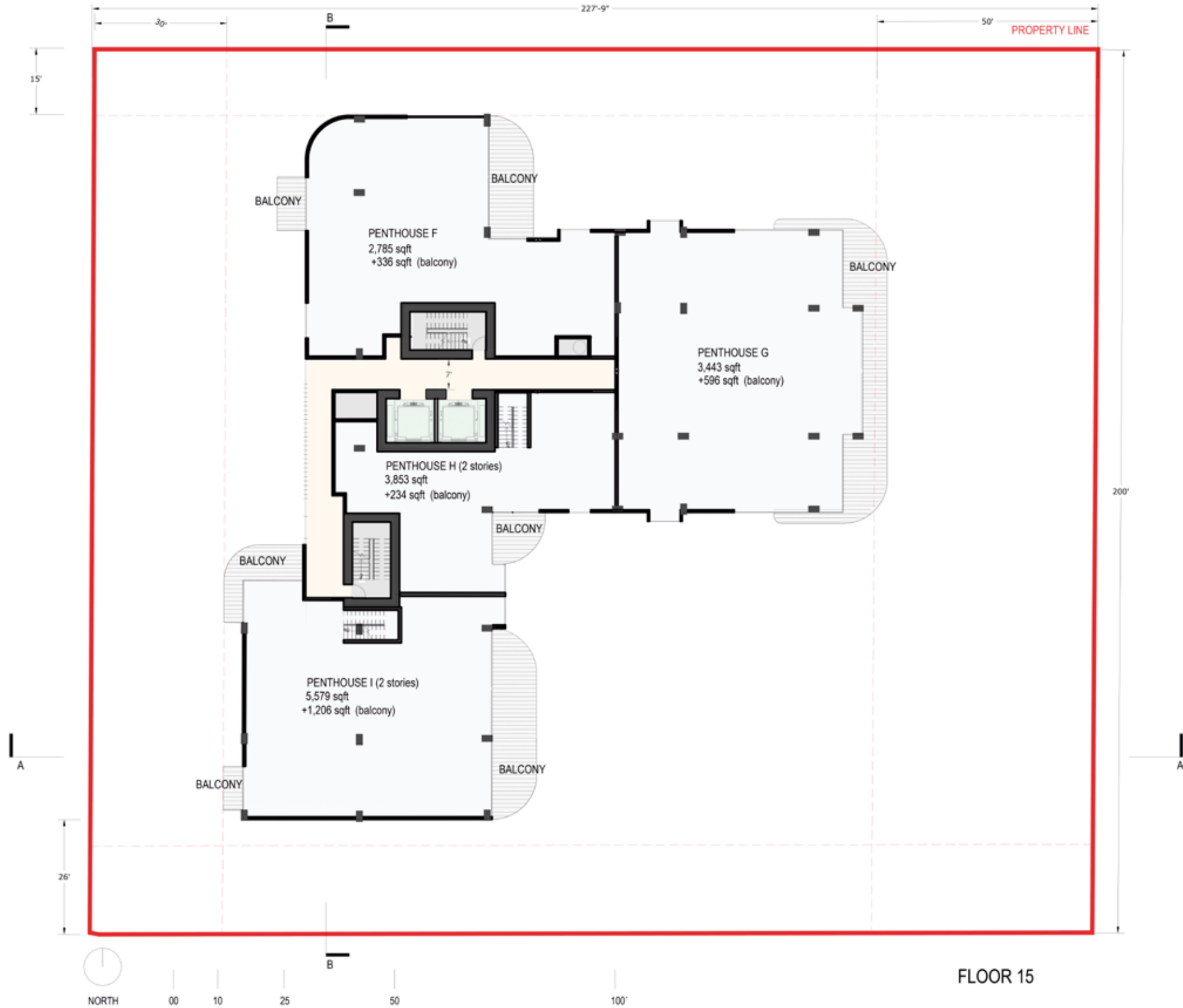


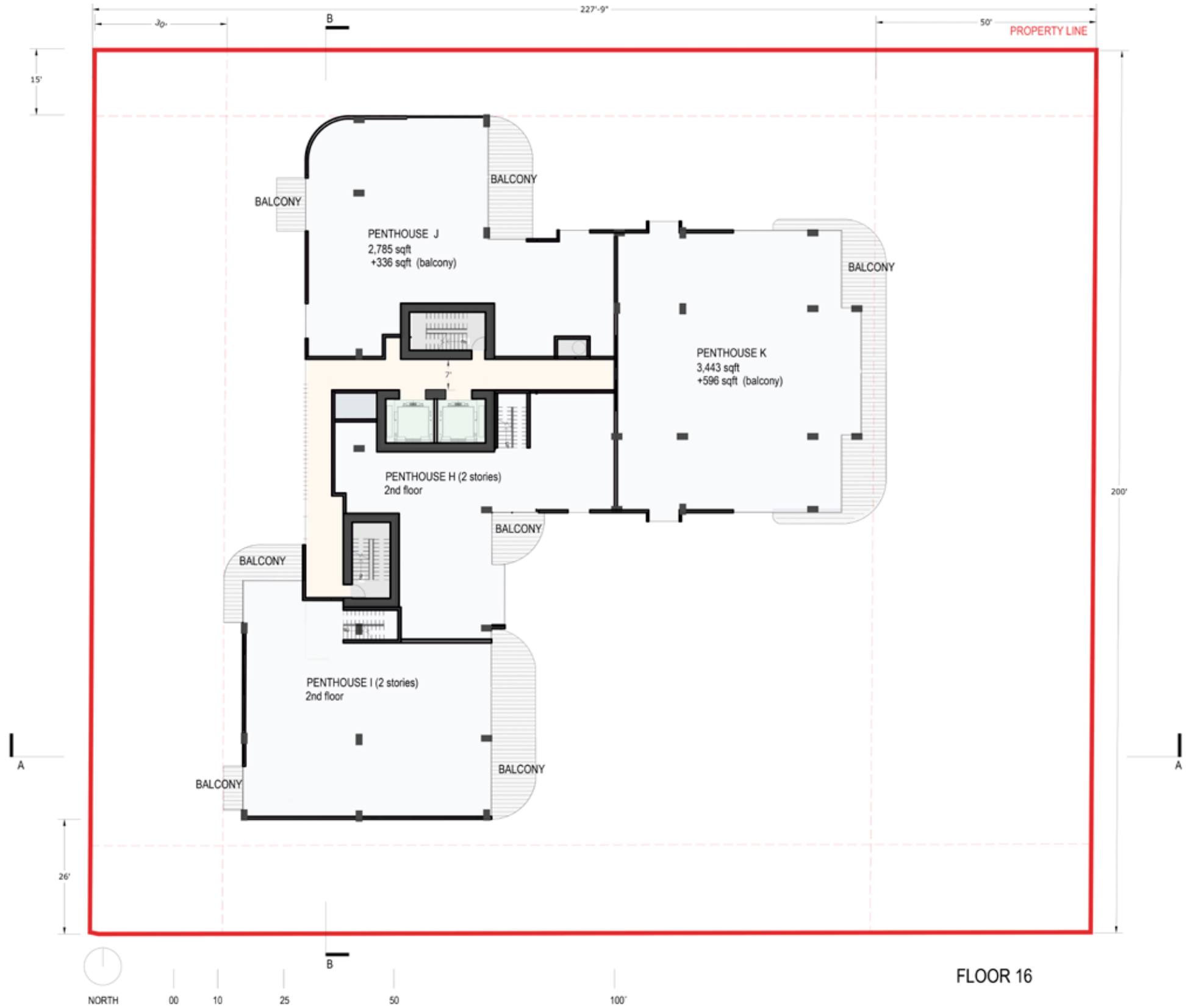
CONCEPT DESIGN

AMENITIES (L1) L. + 38'5"



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

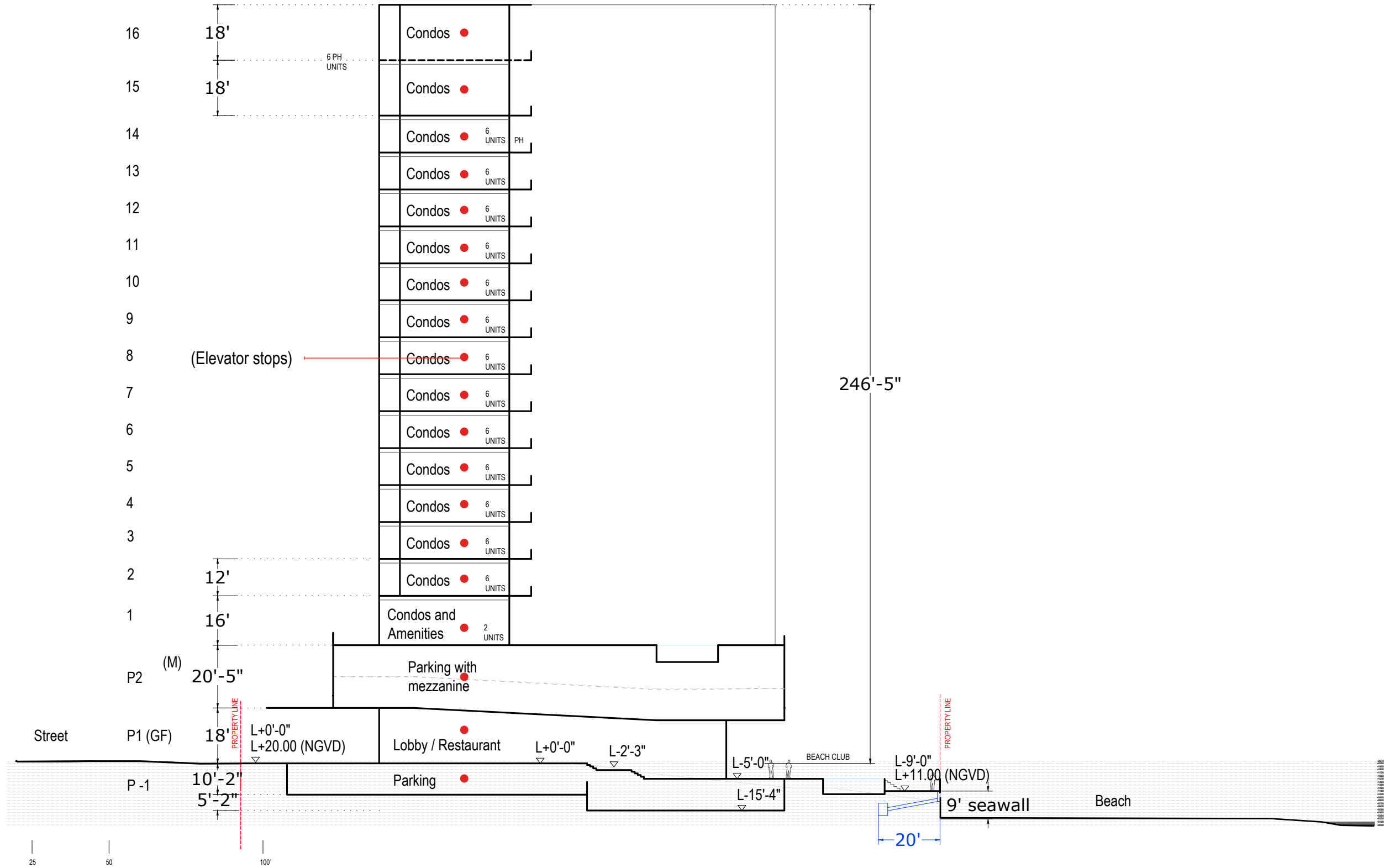




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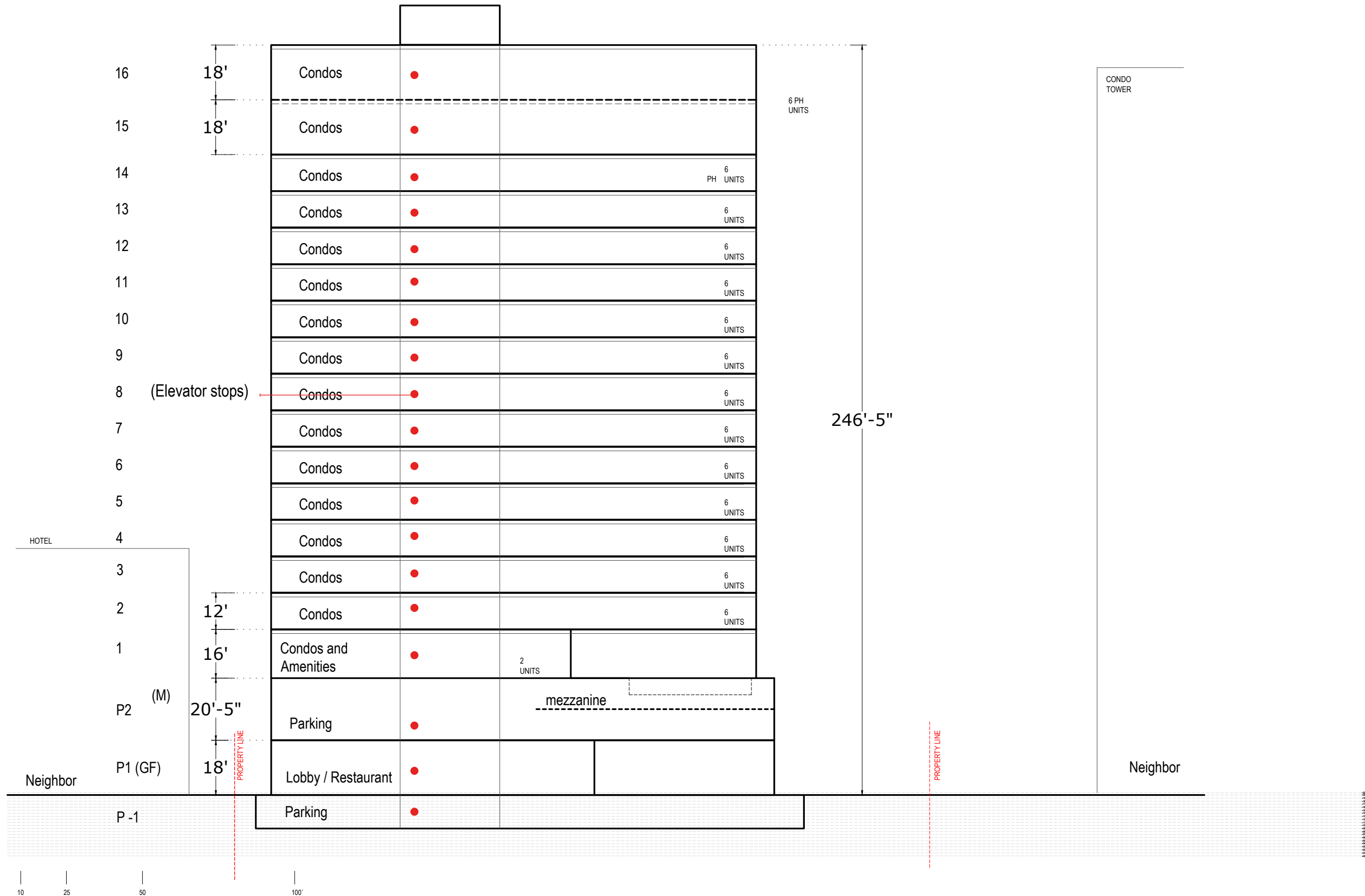
CONCEPT DESIGN
ROOFTOP FLOOR L. + 246'-5"

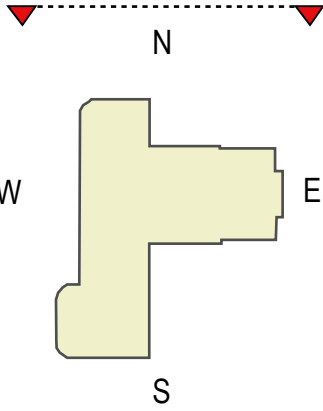


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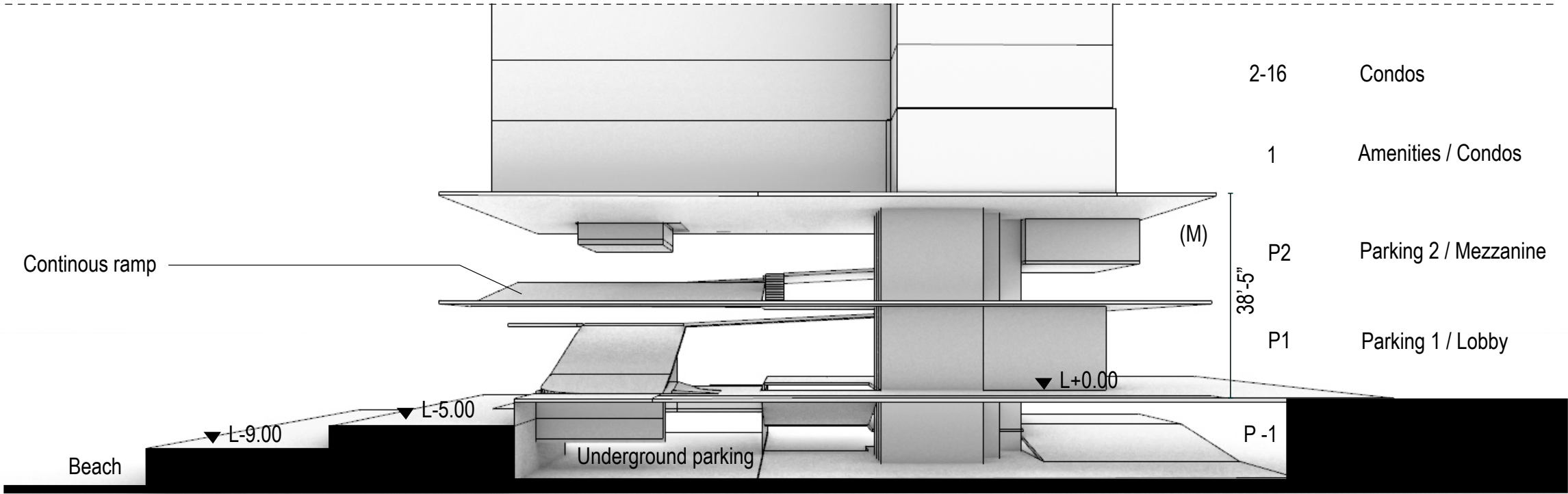
CONCEPT DESIGN
SECTION A

12

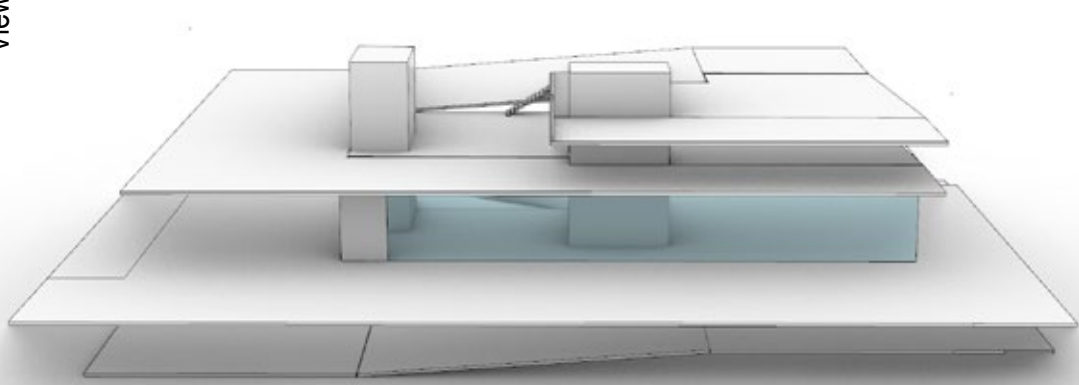
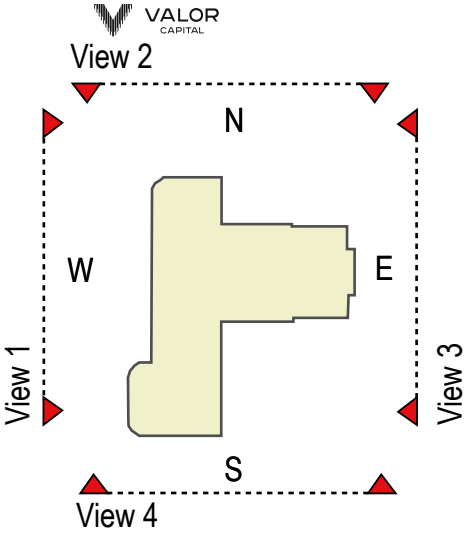




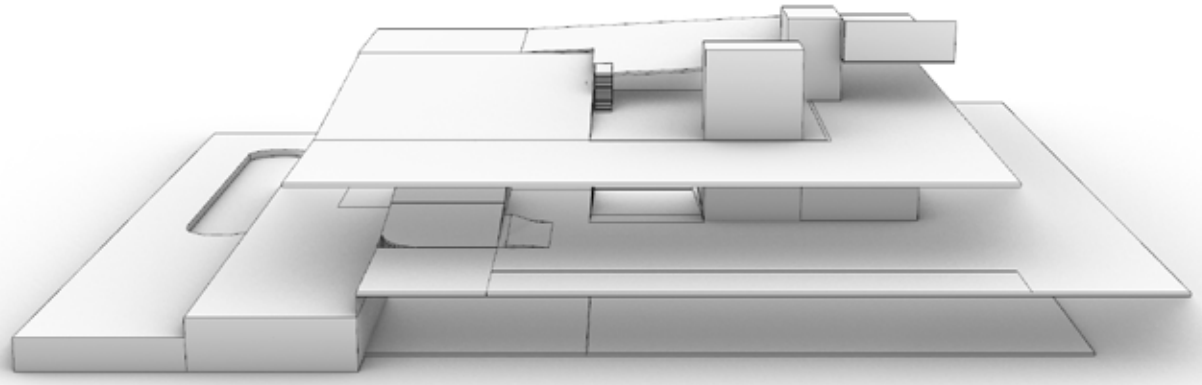
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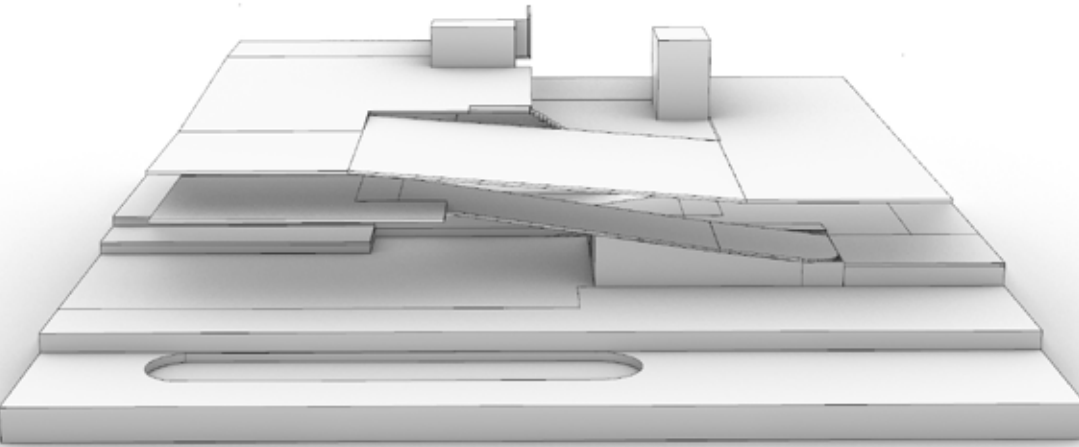
VIEW 2



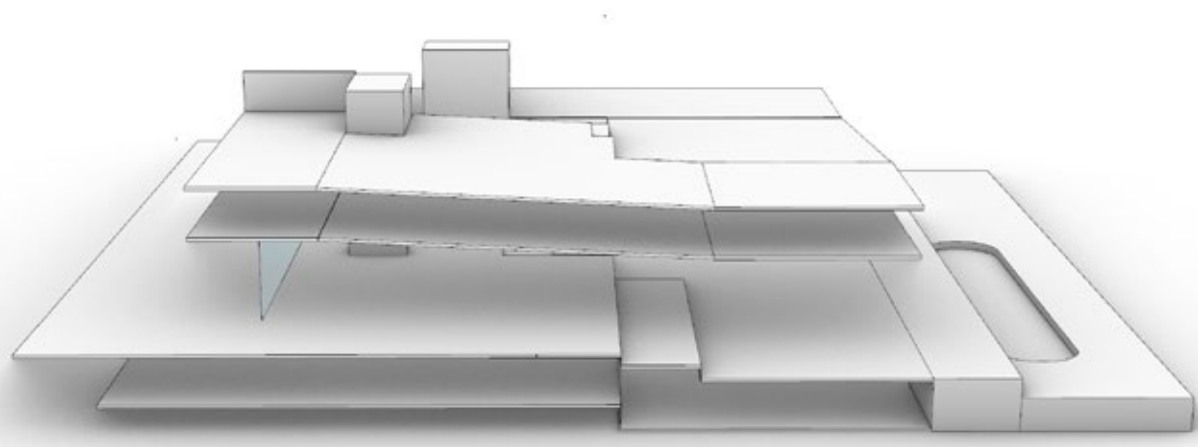
VIEW 1



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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All such materials are not to scale and are shown solely for illustrative purposes.

19

Artist Rendering.
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All such materials are not to scale and are shown solely for illustrative purposes.

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.

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:

By: _____
Managing Member

Address of witness:

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 MARCH 26, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-07: Rezoning application for recently annexed property located at 3215 La Paloma Avenue

SYNOPSIS:

Ordinance 2024-07, if adopted, would amend the City's Official Zoning Map by assigning the "RSF-2 Urban Single-Family Residential Detached District" to the recently annexed single-family residential property located at 3215 La Paloma Avenue (Exhibit A). The application (Exhibit B) was submitted by Maggie and Kevin Kiernan, owners of the subject property, and is a requirement of Florida Law when a property is annexed. The property is +/-0.14 acres and is occupied by a 1,894 square foot residential structure. The proposed amendment is compatible with the current Volusia County zoning district (R-9, Urban Single-Family Residential District).

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. BACKGROUND

The subject property, located at 3215 La Paloma, was recently annexed into the corporate limits of the City of Daytona Beach Shores. However, Section 171.062, Florida Statutes limits regulatory and development control over annexed property if the area annexed was subject to a county land use plan and county zoning such that said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment and zoning change that includes the annexed area. The purpose of this application is to realize the latter. The property owners have also submitted an application to amend the future land use classification of the property in question to Residential Low Intensity, consistent with the existing and surrounding land uses and current Volusia County Urban Low Intensity future land use classification. The zoning change will be adopted subsequent to the formal future land use amendment of the subject property.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. PLANNING AND ZONING BOARD

At its March 11, 2024 Planning and Zoning Board meeting, the Board unanimously recommended approval of the subject ordinance.

D. PUBLIC NOTICE

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

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-07 as presented.

SUGGESTED MOTION:

A commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-07 as presented."

OR

2. "I move to recommend denial of Ordinance 2024-07, on the basis of the following..."

- ATTACHMENT:**
1. Ord. 2024-07-3215 La Paloma RZ
 2. Exhibit A-Location Map - 3215 La Paloma
 3. Exhibit B-Application
 4. Exhibit C-Planning Analysis-3215 La Paloma

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3215 LA PALOMA AVENUE, SHORT TAX PARCEL ID 5335-01-05-0240; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the property described in Section One herein was annexed into the City of Daytona Beach Shores on February 27, 2024, and an appropriate City zoning classification must be assigned to the real property in accordance with the requirements of controlling law; and

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

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

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

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter which was annexed into the City of Daytona Beach Shores pursuant to Ordinance No. 2024-05 is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

Short Tax Parcel ID #5335-01-05-0240, as described in Exhibit “A” as attached, is assigned the RSF-2, Urban Single-Family Residential Detached District Zoning Classification.

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

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is authorized to take any and all required administrative actions to

implement the provisions of this Ordinance including, but not limited to, providing notice of this rezoning to the Volusia County Council in accordance with applicable law.

SECTION FOUR. NON-CODIFICATION. This Ordinance shall 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*; provided, however, that the actions taken herein shall be depicted on the Official Zoning Map of the City of Daytona Beach Shores by the City Manager, or designee.

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

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

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

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

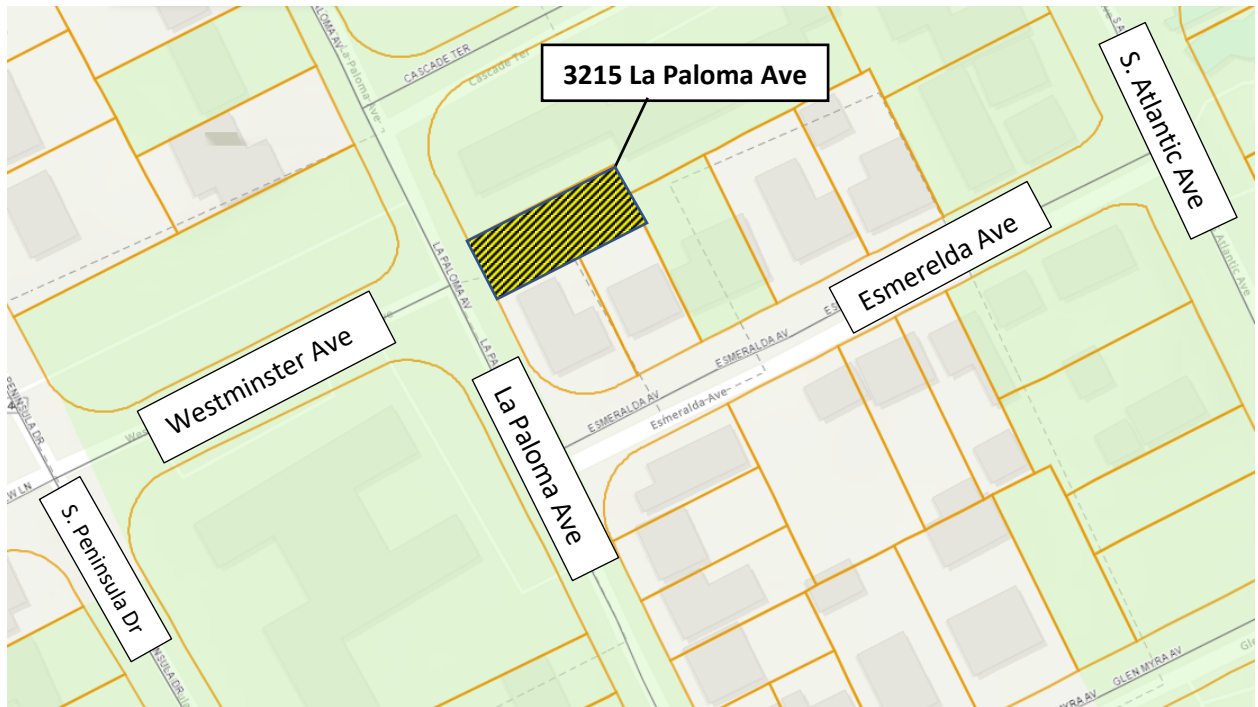
Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

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.





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

843152

RECEIVED

NOV 21 2023

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12023043

APPLICATION TO AMEND ZONING MAP

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

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 11/21/23

Current Zoning: R-9

Requested Zoning: RSF-2

Applicant's Name: Kevin Kiernan

Address: 3215 La Paloma Ave Phone #: 720-495-3327

Representative: Same

Address: 5788 S. Quintaro Cir Phone #: 720-495-3327

Property Address & Parcel ID: 3215 La Paloma Ave

Property Owner: Kevin + Maggie Kiernan

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

Legal Description of Property:

Single Family Detached Dwelling

[Signature]
Applicant's Signature

11-21-23
Date

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

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

Favorable. It will bring in tourism dollars to the community while reducing the use of public works, resources, roads all while increasing Tax Dollars.

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

Favorable. More tax dollars & tourism dollars to the area

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

No just the opposite less waste, water use & No school use at all.

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

Possible use but no chance of burden.

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

There ~~are~~ is no shortage of affordable housing within a 6 mile Radius so I don't see any affect at all.

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

yes

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

No

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

No

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

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

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

No

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

No

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

No

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

No

EXHIBIT C **PLANNING ANALYSIS** **Ordinance 2024-07**

A. INTRODUCTION

The proposed application/ordinance if approved would change the zoning district classification of the annexed single-family residential property located at 3215 La Paloma Avenue from Volusia County *R-9 Urban Two-Family Residential District* to Daytona Beach Shores *RSF-2 Urban Single-Family Residential Detached District*. The subject property contains an acreage of approximately 0.14 and has a single-family residential structure on site.

B. EXISTING ZONING AND CURRENT LAND USE

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

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	R-9*	Single Family Residence
North	RMF-2 (Multifamily Residential-Medium Density District)	Cascade Apartments
South	RSF-2 (Urban Single-Family Residential Detached District)	Single Family Residence
East	RSF-2	Single Family Residence
West	P (Public/Quasi Public District)	WBTSP Church

Notes: *R-9= Volusia County Urban Single-Family Residential District

Figure 1: Aerial View-3215 La Paloma Avenue and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2021

Figure 2: 3215 La Paloma Ave. – Zoning Map

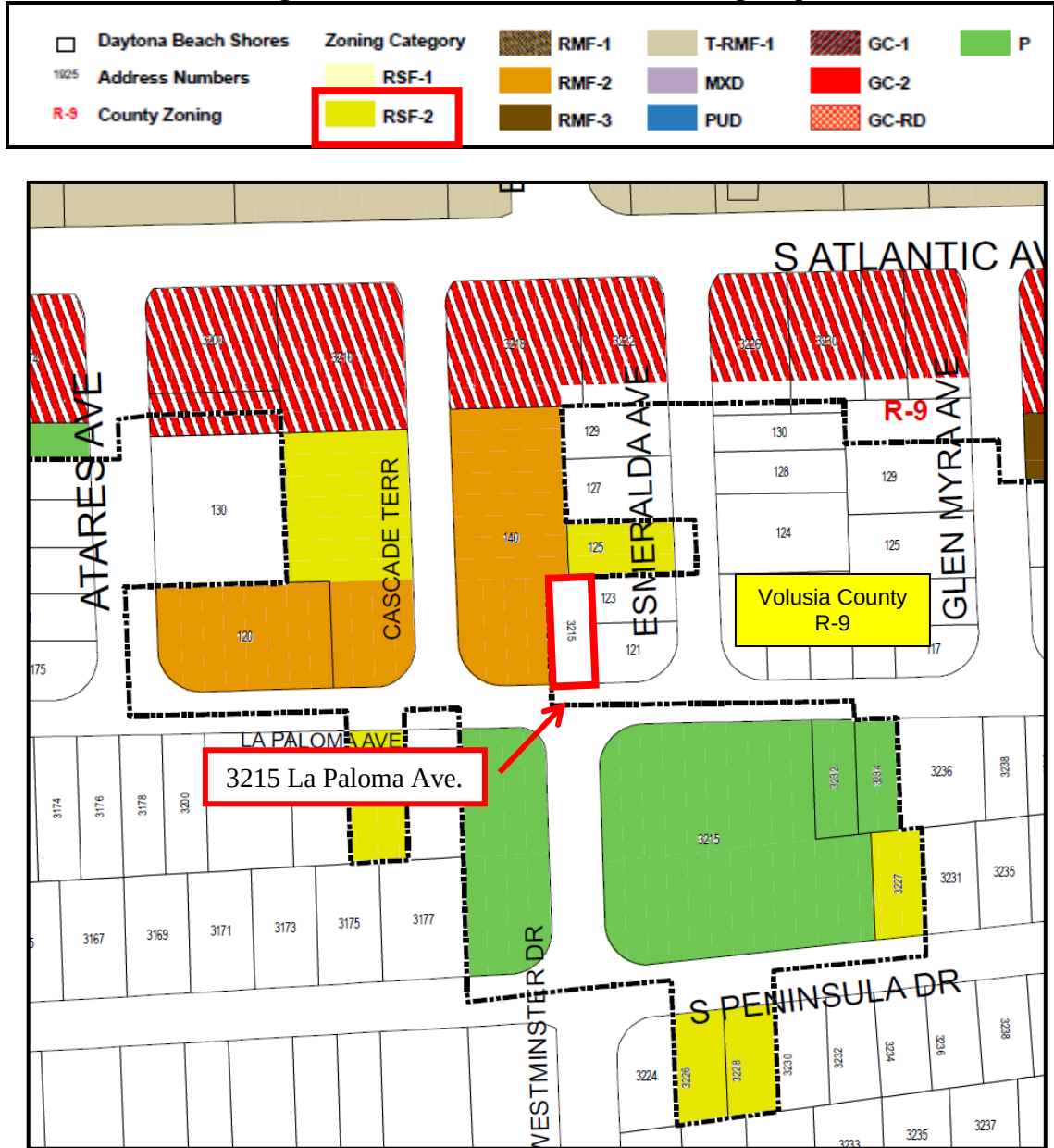


Figure 3: 3215 La Paloma Avenue



As noted in **Table 1** above, the subject property is currently zoned Volusia County R-9 Urban Single-Family Residential District. According to the Volusia County Land Development Code, the purpose, intent and permitted uses of the existing zoning district is as follows:

“R-9 Urban Single-Family Residential District”:

Purpose and intent: The purpose and intent of the R-9 Urban Single-Family Residential classification, is to provide for continued medium-density single-family dwelling residential development on existing platted lots.

Permitted principal uses and structure: In the R-9 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) or those which comply with division 8 of the Land Development Code of Volusia County [article III] or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.
Single-family standard or modular dwelling.

C. PROPOSED ZONING

The proposed zoning for the subject property is RSF-2 Urban Single-Family Residential Detached District. According to the Daytona Beach Shores Land Development Code, the purpose, intent and permitted uses of the proposed zoning district is as follows:

“RSF-2 Urban Single-Family Residential Detached District”:

Purpose and Intent: The purpose and intent of the RSF-2 Urban Single-Family Residential Detached District is to provide medium residential density for the purpose of preserving the character of existing residential neighborhoods and generally implementing the city's land use plan within, but not necessarily limited to, those areas shown for single-family use.

14-17.2. Permitted Principal Uses and Structures:

Single-family dwelling.

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

14-17.3. Permitted Accessory Uses and Structures.

Home occupations regulated by section 14-45 and other accessory uses or structures customarily incidental to the permitted principal use or structure.

D. COMPREHENSIVE PLAN

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question. Therefore, the existing acreage and proposed zoning will restrict the use to one (1) single-family residential unit.

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

E. REVIEW AND COMMENTS

The subject application was initiated by the property owner, Kevin Kiernan. The subject property is located at 3215 La Paloma Avenue and has an acreage of 0.14+/- . The site has vehicular and pedestrian access to the abutting La Paloma Avenue which indirectly connects to S. Atlantic Avenue and S. Peninsula Drive.

The proposed zoning change will be consistent with the previous Volusia County zoning and adjacent zoning district classifications. The property is currently occupied with a single-family residential structure. Therefore, the proposed change is density neutral consistent with the zoning.

Since the application in question regards a single-family residential property, it is exempt from the City's Concurrency Review Process as it does not substantially impact any of the City's public facilities or infrastructure. Further, adequate potable water, sewer, solid waste, recreation, public school and transportation facility capacities are currently available and serve the subject property.

F. FINDING OF FACTS

When considering a request to change zoning, the Planning and Zoning Board shall consider the following criteria pursuant to Section 14-66 of the Land Development Code. Below are staff's findings considering each criterion outlined in the aforementioned section of the Code.

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

The proposed zoning change will not provide an unfavorable impact on the environment or natural resources of the area. The property in question is currently developed with a single-family residential structure. If redeveloped, consistency with the City's Land Development Code will be required. Further, the proposed zoning change would not permit hazardous uses such as industry, which could have an unfavorable impact on the environment and natural resources of the area.

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

The proposed zoning will generally have a neutral impact on the economy of the area as the property is currently developed and no redevelopment or change in entitlement is sought. The zoning is also consistent with the Volusia County Zoning District classification and the proposed zoning change is density and use neutral.

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

The subject property is currently developed as a single-family residence. This existing use will not unduly burden public facilities. The subject property is currently being served with or has access to transportation, public schools, water, sewer, and solid waste disposal services. All existing public facilities have adequate capacity and the proposed rezoning will not provide any more impact on said facilities than the current Volusia County Zoning currently permits (see **Table 2** below).

Table 2: Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (0.2-4 units/acre)	Proposed Future Land Use (0.2-4 units/acre)	Change
Residential Units Allowed	1	1	None
Population ¹	1.6	1.6	None
AM / PM Peak Hour Trips ²	0.75/1.01	0.75/1.01	None
Sanitary Sewer (gallons/day) ³	250	250	None
Potable Water (gallons/day) ⁴	176	176	None
Solid Waste (lbs./person) ⁵	16	16	None
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space	See summary below	See summary below	None
Public School Student(s)	0.396	0.396	None

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
Single-family residential unit = 0.75 AM trips, 1.01 PM trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

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

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

The proposed zoning will not unduly burden transportation facilities. There is already adequate vehicular access from the abutting La Paloma Avenue and the existing system of local, collector and arterial road network. The adjacent transportation network currently operates above the adopted level of services.

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

The proposed zoning change involves a single-family residential property being rezoned to a Daytona Beach Shores compatible single-family residential zoning district classification. Hence, the rezoning will not impact the ability of people to find adequate housing since the change will neither create new housing nor eliminate existing housing stock.

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

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question.

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

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

The physical, economic or environmental conditions relative to the property in question and the surrounding area have not changed so as to require a zoning change. However, the subject property was annexed into the City through the voluntary annexation process pursuant to Section 171.044, *Florida Statutes*. However, Section 171.062, *Florida Statutes* limits regulatory and development control over an annexing property if the area annexed was subject to a county land use plan and county zoning and said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area, hence, the purpose of this application to amend the zoning classification of the subject property.

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

There was no mistake made in the original zoning of the property. The property was annexed into the City from unincorporated Volusia County; therefore the appropriate City zoning classification must be assigned so that the City may provide developmental and regulatory control.

9.

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

The proposed zoning change is consistent with the existing Volusia County zoning district classification and is density and use neutral. Therefore, the proposed change will maintain a stabilizing effect on the surrounding areas.

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

Spot zoning generally occurs when an individual parcel is assigned a zoning classification that is incompatible with the surrounding area. However, the proposed zoning change is consistent with the existing Volusia County zoning district classification in the area and the amendment is density and use neutral. Further, the proposed zoning classification will provide an existing use that is identical to the City's and County's zoning classification in the neighborhood. Therefore, the proposed change does not constitute spot zoning.

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

The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhoods use, future land use and zoning classifications. Therefore, the proposed change is not the singling out of a small parcel of land allowing a use that is totally different from that of the surrounding area.

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

The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhood uses, future land use and zoning classifications. Therefore, the proposed change would not be solely for the benefit of the owner and to the detriment of the community but instead the change would benefit the entire community by maintaining the existing land use of the property and the integrity of the neighborhood.

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

The proposed change is consistent with the neighborhood existing and future land uses and therefore serves the entire community by maintaining the neighborhood's single-family residential characteristics.

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

The rezoning will not materially diminish the value of the surrounding properties or substantially alter the characteristics of the neighborhood since the proposed rezoning will ensure the single-family nature of the community is maintained.



CITY COMMISSION AGENDA MEMORANDUM MARCH 26, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-06: Comprehensive Plan Future Land Use Map Amendment for recently annexed single-family residential property located at 3215 La Paloma Avenue

SYNOPSIS:

Ordinance 2024-06, if adopted, would amend the City's Adopted Comprehensive Plan Update (2030) Future Land Use Map by assigning the residential low intensity future land classification to the recently annexed single-family residential property located at 3215 La Paloma Avenue (Exhibit A). The application (Exhibit B) was submitted by Kevin Kiernan, owner of the subject property. Applying a City future land use designation is a requirement of Florida Law whenever a property is annexed. The property is +/-0.14 acres and is occupied by a 1,894 square foot residential structure. The proposed amendment is compatible with the current Volusia County future land use category and as such, the use will remain as single-family residential.

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. BACKGROUND

The subject property, located at 3215 La Paloma Avenue, was recently annexed into the corporate limits of the City of Daytona Beach Shores pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. However, Section 171.062, Florida Statutes limits regulatory and development control over an annexed property if the area annexed was subject to a county land use plan and county zoning and the municipality does not adopt a comprehensive plan and zoning amendment that includes the annexed area. Therefore, the County land use plan and zoning regulations will remain in full force and effect until the City changes the future land use classification and zoning designation of the subject property. The purpose of this application is to realize the former. Additionally, the property owner has also submitted an application to rezone the property to the City's RSF-2 Urban Single-Family Residential Detached District, consistent with the existing and surrounding land uses and current Volusia County R-9 District zoning classification. The rezoning will occur subsequent to the future land use amendment associated with the subject property.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. PLANNING AND ZONING BOARD

At its March 11, 2024 Planning and Zoning Board meeting, the Board unanimously recommended approval of the subject ordinance.

D. DUE PUBLIC NOTICE

Evidence of Due Public Notice has been submitted to the City Clerk's Office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-06 as presented.

SUGGESTED MOTION:

A Commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-06 as presented."

OR

2. "I move to recommend denial of Ordinance 2024-06, on the basis of the following..."

ATTACHMENT:

1. ORD 2024-06-FLUMA-3215 La Paloma
2. Exhibit A-Location Map - 3215 La Paloma
3. Exhibit B-Application
4. Exhibit C-Planning Analysis-FLUMA-3215 La Paloma

ORDINANCE NO: 2024-06

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, “FUTURE LAND USE ELEMENT”, BY AMENDING MAP L-4 ENTITLED, “GENERALIZED FUTURE LAND USE MAP (2030)” ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3215 LA PALOMA AVENUE, SHORT TAX PARCEL ID 5335-01-05-0240; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Daytona Beach Shores has the authority to amend its Comprehensive Plan pursuant to Part II, Chapter 163, *Florida Statutes*; and

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* directly relates to small scale development activities as provided in Section 163.3187(1)(c), *Florida Statutes*; and

WHEREAS, the Volusia County Growth Management Commission has issued a determination of consistency in accordance with Section 202.3 of the *Charter of Volusia County, Florida*, for the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Board, which is the local planning agency of the City, and City Commission of the City of Daytona Beach Shores have conducted public hearings and issued notices required by Florida law in the preparation and enactment of this Ordinance; and

WHEREAS, Kevn and Maggie Kiernan, owners of the real property with short tax parcel ID 5335-01-05-0240 and generally located at 3215 La Paloma Avenue, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores; and

WHEREAS, Kevn and Maggie Kiernan, owners of the subject property, are requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property to Residential Low Intensity; and

WHEREAS, the City Commission of the City of Daytona Beach Shores declares that the purpose and intent of the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* is to guide future growth and development; encourage the most appropriate use of the land, water and other resources, consistent with the public interest, promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate facilities and services; conserve and protect natural resources within the City, while protecting private property rights; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds that this Ordinance serves the best interest of the City of Daytona Beach Shores; and

WHEREAS, underlined words shall constitute additions to the original text of the Comprehensive Plan, *** shall constitute ellipses, and ~~strike through~~ shall constitute deletions to the Comprehensive Plan.

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

SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP. Chapter 1, “Future Land Use Element,” containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.14 acre property from Volusia County Urban Low Intensity to Daytona Beach Shores Residential Low Intensity as to property as described in Exhibit “A” as follows:

Location Address	Short Tax Parcel ID	Daytona Beach Shores Future Land Use Designation
3215 La Paloma Avenue	5335-01-05-0240	Residential Low Intensity

SECTION TWO: IMPLEMENTING ADMINISTRATIVE ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3187(1)(c)2.b, *Florida Statutes* and *Volusia Growth Management Rules*.

SECTION THREE: CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION FOUR: SEVERABILITY. If any section or portion of a section of this Ordinance, or application of any provision of this Ordinance, proves to be invalid, unlawful, or

Ordinance 2024-06

Page No.2

unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION FIVE. NON-CODIFICATION. This Ordinance shall be not be codified in the *City Code of the City of Daytona Beach Shore* or, the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted in the *City of Daytona Beach Shores Comprehensive Plan* and on the Future Land Use Map of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall become effective, in accordance with the provisions of Section 163.3187, *Florida Statutes*, thirty-one (31) days after enactment; provided, however, if this Ordinance is challenged within thirty (30) days after enactment, this Ordinance shall not become effective until the Florida Department of Economic Opportunity, acting as the State Land Planning Agency, or the Administration Commission, respectively, issues a final order determining that the small scale development amendment to the *City of Daytona Beach Shores Comprehensive Plan* set forth in this Ordinance is in compliance.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

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

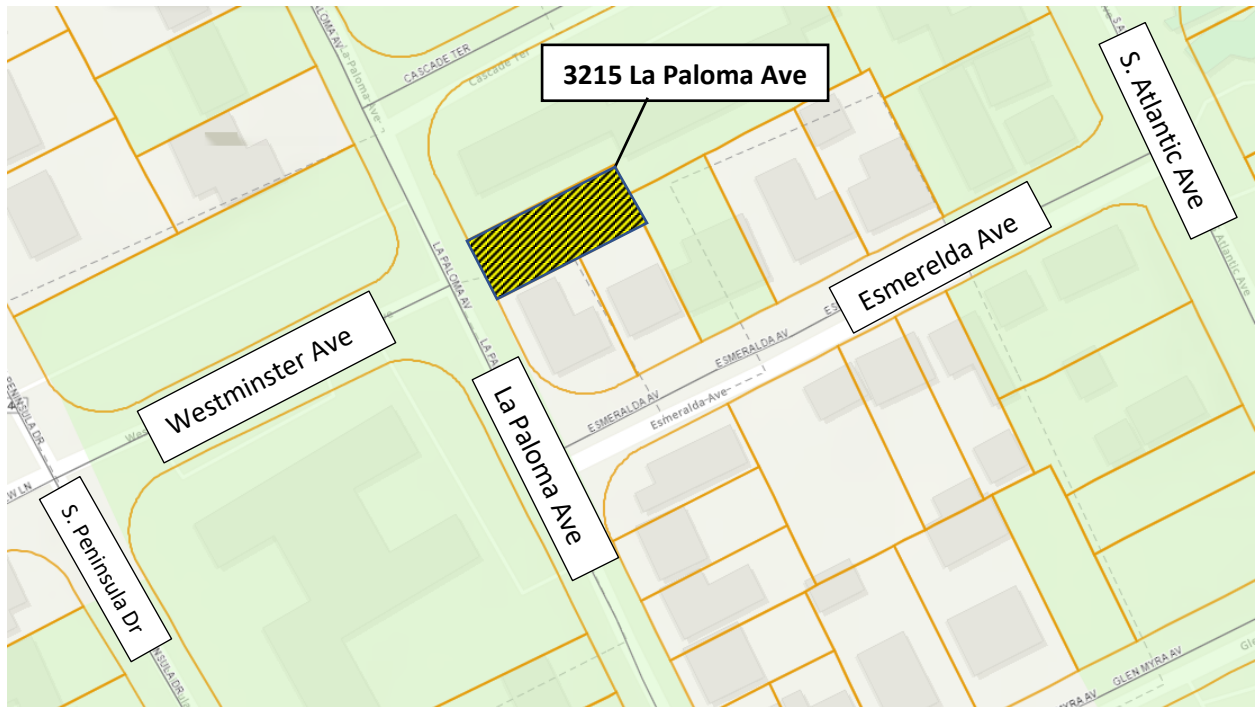
Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

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.





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

12023044

APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE **843152**
AMENDMENT

The Undersigned Applicant requests the Planning and Zoning Board AND City Council to hear and decide upon this application in accordance with Sec. 2-2 of the Land Development Code and Florida Law.

RECEIVED

Date Submitted: 11 / 21 / 23

NOV 21 2023

Applicable Section of the Comprehensive Plan: _____

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Fees must be paid at the time the application is submitted.

Applicant's Name: Kevin Kiernan

Address: 5788 S. Quintero Cir, 60805 Phone #: 720-495-3327

Property Address: 3215 LaPaloma Ave, 32118

Existing Property Use: Single Family Detached

Representing Attorney (if any): _____

Address: _____ Phone #: _____

NOTES: 1) Notarized letter of authorization from owner MUST be submitted if application is filed by anyone other than the owner. 2) A completed application MUST be submitted at least 45 days prior to the anticipated Planning and Zoning hearing date.

Legal description of the property:

Description of your request:

Application to Daytona Beach Shores

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

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

No change in use.

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

No change.

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

Will not. ~~There~~ Owners only live here part time so limited works use & will not use schools at all.

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

No change

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

No change

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

yes

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

no

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

no

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

Owners are vested and will maintain
and improve property.

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

no

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

No

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

No

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

No

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

No, with the improvements already made & the owners commitment to further improvements & maintenance.

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2024-06

A. INTRODUCTION

The proposed amendment seeks to change the future land use designation of a single-family residential property, recently annexed into the City, from Volusia County *Urban Low Intensity* (0.2-4.0 units/acre) to Daytona Beach Shores *Residential Low Intensity* (0-4.0 units/acre). The +/- 0.14-acre property is located at 3215 La Paloma Avenue. The subject application, if approved, would result in the first small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*.

B. PROPOSED AMENDMENT ITEM(S)

Item 1: Map Amendment - Chapter 1, Future Land Use Element: amending Map L-4 entitled, “Generalized Future Land Use Map (2030),” to change the future land use classification of the annexing property located at 3215 La Paloma Avenue. from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*:

Overview:

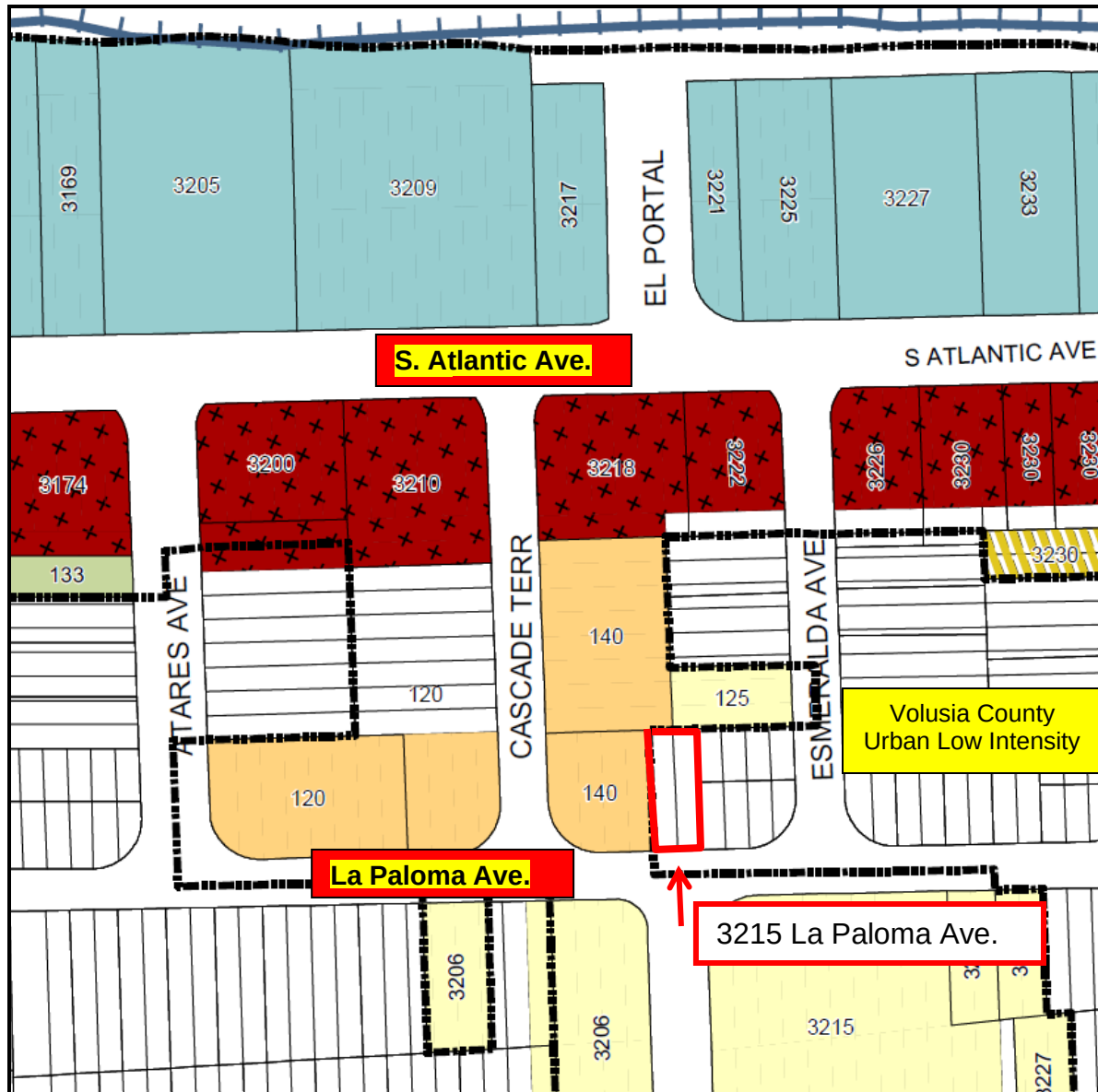
The property is currently occupied by a single family residential structure (1,894sf). The current Volusia County Future Land Use (FLU) and Zoning designations on the property are *Urban Low Intensity* (0.2-4 units/acre) and “R-9” (Urban Single-Family Residential District), respectively. The surrounding future land use designations and zoning classifications are depicted in **Table 1** below while the future land use is illustrated in **Figure 1**. The subject request is to change the FLU designation to Daytona Beach Shores *Residential Low Intensity* (0-4 units/acre).

Table 1: Abutting Zoning and Future Land Use Classification

Location	Zoning		Future Land Use	
	Existing	Proposed	Existing	Proposed
Subject Property	R-9*	RSF-2	Volusia County Urban Low Intensity	Residential Low Intensity
North	RMF-2* (Multifamily Residential-Medium Density District)		Low Density Residential	
South	R-9		Volusia County Urban Low Intensity	
East	RSF-2 (Urban Single-Family Detached District)		Low Density Residential	
West	P (Public/Quasi Public District)		Low Density Residential	

Notes: *R-9 = Volusia County *Urban Single-Family Residential District*.

FIGURE 1 3215 La Paloma Avenue.- Surrounding Future Land Use



Description, Data and Analysis:

The analysis conducted below demonstrates the amendment's compliance with the City's Comprehensive Plan and the Florida Administrative Code for future land use map amendments. Therefore, the analysis shows that there will not be any significant impacts on the environment, roadways, public schools and utilities as the allowable densities and use will remain the same.

I. IMPACTS OF PROPOSED AMENDMENT

The current Volusia County *Urban Low Intensity* Future Land Use (FLU) classification allows a maximum density of four (4) units per acre. Under the proposed Daytona Beach Shores FLU designation, *Residential Low Intensity*, the maximum density allowed is also four (4) units per acre. Therefore, the proposed land use amendment would not result in any change in residential density permitted. Given the +/-0.14-acre size of the property, the proposed amendment would allow only one (1) residential unit on site, which is the same as currently allowed under the Volusia County FLU classification.

The property is currently occupied by a single-family residential structure. Additionally, the proposed Daytona Beach Shores zoning for this property, RSF-2 Urban Single-Family Residential Detached District, would permit only one residential dwelling unit on site. So, from a practical and planning perspective the proposed future land use change will result in no net change in density and impacts.

In accordance with the Daytona Beach Shores Comprehensive Plan Update (2030) and standard practice from the Florida Department Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed (**Table 2** below). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

Table 2: Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (0.2-4 units/acre)	Proposed Future Land Use (0.2-4 units/acre)	Change
Residential Units Allowed	1	1	None
Population ¹	1.6	1.6	None
AM / PM Peak Hour Trips ²	0.75/1.01	0.75/1.01	None
Sanitary Sewer (gallons/day) ³	250	250	None
Potable Water (gallons/day) ⁴	176	176	None
Solid Waste (lbs./person) ⁵	16	16	None
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space	See summary below	See summary below	None
Public School Student(s)	0.396	0.396	None

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
Single-family residential unit = 0.75 AM trips, 1.01 PM trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

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

Transportation:

The subject property is a single-family lot with vehicular transportation access to the abutting La Paloma Avenue, which is a local road that eventually connects to S. Atlantic Avenue (SRA1A) and S. Peninsula Drive (SR441) via Esmeralda Ave/Cascade Terrace and Westminster Drive, respectively. The two roads connect to Dunlawton Boulevard (SR421) and International Speedway Boulevard (US92) which are both principal arterial roads leading to the interstate system. The aforementioned roads are currently operating at acceptable levels of service. There will be no net change in vehicular trips as demonstrated in **Table 2** above and the allowed LOS standard will continue to be maintained.

Sanitary Sewer:

The City's adopted LOS standard for sanitary sewer is 250 gallons per dwelling unit per day. Using this standard, the proposed land use would theoretically generate a demand of 250 gallons per day consistent with the current future land use. However, since no increase in the number of entitled dwelling units would occur there is no net change in theoretical demand. Regardless, it should be noted that the City of Port Orange sewer treatment facility is currently operating at an acceptable level of service.

Potable Water:

The City's adopted LOS standard for potable water is 110 gallons per capita per day. Using this standard, the proposed land use would theoretically create a demand of 176 gallons of water per day. No increase in number of theoretical dwelling units or demand will occur. In addition, the current potable water usage is already accounted for in Port Orange's current consumptive use permit (CUP).

Solid Waste Collection:

The proposed land use allows for one (1) residential unit that would be expected to support a population of 1.6 persons, which together would theoretically generate 16 pounds of solid waste per day. Solid waste generated within the City of Daytona Beach Shores is collected by Waste Pro, which delivers it to the Volusia County landfill. The 3,000-acre landfill is a Class I facility with a projected life span to the year 2050.

Stormwater Drainage:

The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan requires that there be no net loss of stormwater retention function as a result of development. Therefore, if the property is developed the parcel must have the same ability to store and discharge water after development as it does before development occurs. The applicants would be required to address stormwater retention on the property in accordance with these City standards.

Recreation and Open Space:

The proposed amendment would theoretically add 1.6 residents to the City of Daytona Beach Shores. The City's most recent population count was 5,179 (2020 US Census). Policy 7-1.2.1 and Policy 9-1.3.1 in the City's Comprehensive plan establish the LOS standards for recreation facilities within the City. Considering the City's population and the City's recreational LOS standards, it is easy to conclude that Daytona Beach Shores currently has adequate capacity for all recreational facilities as required by the City's Adopted Comprehensive Plan and seen in **Table 3** below.

Table 3: Recreation Facilities Analysis

Type of Park/ Recreational Facility	Unit of Measure/LOS Standard	Current LOS (Facilities)	Deficit
Playgrounds	one per 10,000 people	1	None
Neighborhood Park	one per 10,000 people	5	None
Community Park	one per 25,000 people	1	None
Children's Play Areas	one per 10,000 people	1	None
Baseball/Softball Field	one per 15,000 people	1	None
Tennis Courts	one per 2,000 people	11	None
Community Center	one per 20,000 people	1	None

Exercise Trail	one per 14,000 people	1	None
Nature Study Trail	one per 14,000 people	1	None

Public Schools:

Based on the Volusia County School District's student generation rate for a single-family dwelling unit, the proposed land use could generate at least one (1) full time student. This is exactly the same that could be generated by the existing Volusia County future land use due to the residential density neutrality of the proposed change. Therefore, no increase impact on existing public school facilities is expected. Further, due to the aforementioned, the FLU amendment is exempt from the School District review.

II. LAND USE COMPATIBILITY

The FLU of the surrounding area is primarily residential low intensity (single-family) in character (**Figure 1**). The subject property is located in a single-family neighborhood **Figure 2**.

Figure 2: Aerial View of 3215 La Paloma Avenue and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2021

Considering the above along with **Table 1** contained in the body of this staff report, it is clear that the proposed land use, which is a density neutral land use request, is consistent with the existing and future land use of the surrounding neighborhood.

III. APPLICABLE PLANS, CODES AND REGULATIONS

Future Land Use Element (Daytona Beach Shores Comprehensive Plan):

Policy 1-1.1.5: (a) The City shall maintain at least a Level of Service standard "D" at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard "D" during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

Policy 1-1.2.2: The City's existing policy of requiring written assurance from any entity providing sewage treatment, potable water, or solid waste disposal shall be maintained throughout the planning period.

Objective 1-1.4: Land uses that are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged. This shall take the form of not allowing any objectionable uses (industrial, warehousing, etc.) in the new Land Development Code that will be adopted subsequent to this Comprehensive Plan.

Capital Improvement Element

Policy 9-1.3: The City shall use the following Level of Service (LOS) standards in reviewing the impacts of new development and redevelopment on public facility provisions:

- (a) **Sanitary Sewers:** 250 gallons per dwelling unit per day
- (b) **Solid Waste:** 10 pounds per capita per day
- (c) **Drainage:** 25-year, 24-hour design storm
- (d) **Potable Water:** 110 gallons/capita/day (gcd) for Port Orange Service Area
150 gcd for Daytona Beach Service Area
- (e) **Roadways:** Arterials: LOS "D" at peak hour
Collectors: LOS "C" at peak hour
- (f) **Recreation:** See Table 3 above

IV. REVIEW CRITERIA AND STAFF FINDINGS

1. The amendment shall not decrease the LOS Standard for hurricane evacuation routes below LOS Standard D and (b) the amendment shall not increase the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above 16 hours.

Staff finding: The proposed land use amendment is density neutral. Consequently, no increase in traffic is anticipated as a result of the proposed change, therefore: (a) there will be no decrease in the adopted LOS Standard for Cardinal Blvd, Dunlawton Blvd or S

Atlantic Avenue; and (b) considering the aforementioned, the hurricane evacuation clearance time shall remain the same for the subject roads in question.

2. Written assurances from service providers for sewage treatment, potable water, and solid waste shall be provided when there is a future land use map amendment result in an increase in density or intensity.

Staff finding: The proposed land use amendment is density neutral and the site is already developed. Therefore, no increase in demand is anticipated and no written assurances are needed from service providers since services are already being provided for at the accepted LOS standard.

3. The amendment shall not result in objectionable land use designations inconsistent with the character of the overall future land use plan.

Staff finding: The proposed amendment will not result in an incompatible land use designation with adjacent parcels, the neighborhood or overall character of the future land use plan. The proposed *Residential Low Intensity* (0-4 units/acre) designation will provide for a single-family residence and is therefore compatible with the surrounding residential low-density (single-family) space land uses.

4. The amendment shall not decrease the LOS Standards for public facilities adopted in Policy 9-1.3 of the City's Comprehensive Plan.

Staff finding: The proposed land use amendment is density neutral, therefore, no increase demand on public facilities is anticipated.

V. CONCLUSION:

The proposed land use amendment is consistent with overall goals, objectives, and Policies of the Daytona Beach Shores Comprehensive Plan (2030).



CITY COMMISSION AGENDA MEMORANDUM MARCH 26, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Nancy Maddox, Recreation Director

PREPARED BY: Nancy Maddox, Recreation Director

SUBJECT: Economic Development Lease Subsidy Grant Application - Walkhart LLC

SYNOPSIS:

The applicant, Walkhart LLC, D/B/A Bliss Beach Coffee Pizza More, submitted a grant application on February 23, 2024, to the Economic Development Committee requesting a new business lease subsidy grant totaling the amount of \$20,000 over the course of three (3) years. The restaurant hours are 7 a.m. - 9 p.m. seven (7) days a week and it is located at 3218 S. Atlantic Ave., Ste. 1, Daytona Beach Shores. They have done a lot of cleaning and renovation of the building to provide residents and visitors with a place to relax and enjoy good local coffee, desserts, and foods such as soups, salads, wings, and delicious pizzas.

Attached is the grant application, Bliss Beach Coffee Pizza More menu, business plan, their executed lease, grant money disbursement calculation, ED evaluation worksheet, and proposed grant agreement between the City and the applicant, the grant application.

FISCAL IMPACT STATEMENT:

No fiscal impact as commission approved \$100,000 in the economic development budget for lease subsidy grants.

BACKGROUND:

In July 2019, the Daytona Beach Shores City Commission approved Ordinance 2019-06, which relates to Economic Development within City limits. The ordinance, among other things, created an "Economic Development Lease Subsidy Program," which provides grants to subsidize leases for new businesses over a three (3) year period.

The lease subsidy is capped at 30%, 20% and 10% of the lease rent for the first, second and third year, respectively, providing the total amount disbursed by the City does not exceed \$20,000.

LEGAL REVIEW:

RECOMMENDATION:

The Economic Development Committee met on March 12, 2024, and recommends approval.

SUGGESTED MOTION:

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

OR

2. "I move to deny the subject grant application and agreement on the basis of"

ATTACHMENT: 1. Bliss Beach ED lease subsidy grant documents

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.)

DATE RECEIVED: 02/22/2024

REFERENCE:

(Please Print)

APPLICANT NAME: Shawn Lockhart and Lisa Walker

CONTACT PERSON (if an entity): Lisa Walker

ADDRESS: 3218 S Atlantic Ave Ste 1

CITY: Daytona Beach Shores

STATE: FL

ZIP: 32118

TELEPHONE: 386-317-0480

FAX:

EMAIL ADDRESS: walkhartllc@gmail.com

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual

☐ Corporation

☒ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

☒ New Business (Lease Subsidy)

PROJECT SITE INFORMATION:

Address: 3218 S. Atlantic Ave Ste 1

City: Daytona Beach Shores

State: FL

Zip: 32118

Tax Parcel ID:

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value	\$ 4675.32	Year: 2023
Maximum New Investment Value	\$ 100,000.	
Certified by a licensed Florida Engineer or Architect	\$ n/a	

PROJECT DESCRIPTION:

Purchase Bruno's Pizzeria for \$193,000 on November 29, 2023. Clean, repair, and modernize lease space and equipment.

During the process of cleaning and doing simple repairs, the dilapidated state of the kitchen and equipment forced us to broaden the scope. After consultation with local repair companies and proper permitting procedure, we begin to make progress. From major repairs to refrigeration and all kitchen equipment, simple decorative painting and lighting upgrades in the dining area, compliance with proper ADA requirements, the addition of a Pepsi fountain service, an elaborate coffee bar, to a new sanitization service for the kitchen, the additional investment was over \$100,000. We are now ready to open as Bliss Beach Coffee Pizza More.

PROJECT BENEFITS TO THE CITY:

Even before people step inside the shop, the city has already benefited by the our removal of the unsightly exterior advertisement-style window coverings. Many people walking by have commented on the beautification of the building and surrounding grounds. We have a created a positive, comfortable and fun atmosphere for our customers and employees. Whether you want to dine in or only have time to “grab and go”, we have something for you. Beloved local suppliers such as Neighbors Ice Cream in Port Orange and Steel Oak Coffee Roasters in Ormond Beach have partnered with us to feature their products. We have striven to provide high quality ingredients for our menu, thoughtfully including a variety of unique flavors and combinations. We are looking forward to developing relationships with full time residents, the city, local schools, and, we cannot forget, our seasonal visitors.

We want to provide residents and newcomers with a place to stop in and relax while offering good quality coffee and foods such as soups, salads, wings, and, as always, delicious pizzas. If you are looking for something sweet, come in for a brownie or a Big Bear Cookie.

We will continue to look for new ways to adapt and improve based on the needs of the community.

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE:

Shawn Lockhart

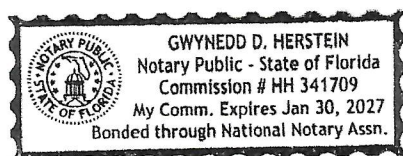
DATE: *2/23/24*

PRINTED NAME: Shawn Lockhart and Lisa Walker

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this *23rd* day of *February*, 20 *24* by *Shawn Lynn Lockhart*, who is personally known to me, OR who has produced *Florida Driver License* as identification and did (did not) take an oath.

My commission expires:



Printed Name:
NOTARY PUBLIC

Cluck

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

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Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE: Lisa Walker

DATE: 2/23/24

PRINTED NAME: Shawn Lockhart and Lisa Walker

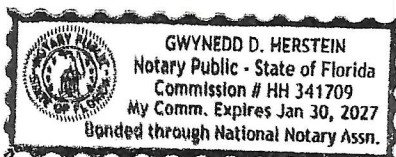
STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23rd day of February, 20 24 by Lisa Kay Walker, who is personally known to me, OR who has produced Florida Driver License as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC

Clid. Ik



IN WITNESS WHEREOF, this Lease Agreement has been executed by the parties hereto as of this
30 day of November, 2023.

Witnesses as to Landlord:

Bra 11/30/23

[Signature]

Witnesses as to Tenant

Bly 11/30/23

[Signature] 11/30/23

"LANDLORD"

GT-Wag, Inc.

By: [Signature]
Officer

Walkhart, LLC

By: Shawn Lockhart
Managing Member

Guarantors: The performance of any and all duties and obligations of the Tenant under the terms of this lease, including the obligations of the Tenant according to state, local or federal law are hereby personally guaranteed by the undersigned managers of Walkhart, LLC. This includes any and all damages that are claimed by the Landlord GT-Wag, Inc. against the Tenant Walkhart, LLC for breaches of this lease.

Lisa Walker
Lisa Walker

[Signature]
Jason Walker

Shawn Lockhart
Shawn Lockhart

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: 3218 S. Atlantic Ave. Daytona Beach Shores, FL
TAX PARCEL ID: 533501050010 32118

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

OWNER (Printed Name)

GIL TAL

NAME PRINTED

WITNESS #2 (Signature)

OWNER (Signature)



NAME PRINTED

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Feb, 2024
by Gil Tal, who is personally known to me, OR who has
produced as identification and did (did not) take an oath.

My commission expires:

Cheryl L. Thibault
Printed Name:
NOTARY PUBLIC
CHERYL L. THIBAUT
MY COMMISSION
EXPIRES 4-24-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 261688

***NOTE: If more than one owner please provide additional affidavit of ownership for each owner.**

DD SLICE 0 CHEESE ONLY

GLUTEN FREE CRUST +4

TOPPINGS

CHEESE

MOZZARELLA, PARMESAN, FETA, COTIJA,
GORGONZOLA, CHEDDAR OR MONTEREY
JACK

PROTEINS

PEPPERONI, SLICED ITALIAN SAUSAGE,
BACON, HAM, MEXICAN CHORIZO, GRILLED
CHICKEN, SHREDDED PORK

VEGGIES & FRUIT

WHITE ONIONS, RED ONIONS, GARLIC,
BROCCOLI, BLACK OLIVES, SPINACH,
CILANTRO, BASIL, TOMATOES, MINI
PEPPERS, ZUCCHINI, KALE, PINEAPPLE

FEATURED PIES

VAMPIRE SLAYER 15

GRILLED CHICKEN, SLIVERED GARLIC,
CARMELIZED ONIONS, MOZZARELLA,
PARMESAN, GARLIC BUTTER BASE

DUNEBILLY 15

SLICED ITALIAN SAUSAGE, SPINACH,
BASIL, GARLIC, RED PEPPER FLAKES,
MOZZARELLA, OLIVE OIL BASE

THE CHIEFTAIN 15

SHREDDED PORK, RED ONIONS, CHEDDAR,
SPICY BBQ MOLASSES BASE

THE OL' FASHIONED 13

TOMATOES, SHAVED PARMESAN, RED
SAUCE BASE

GOOD MORNING* 15

BACON, OVER-EASY EGGS, GREEN ONIONS,
MOZZARELLA, BEER CHEESE BASE

THIRD-WHEEL WINGS

3 JUMBO WHOLE WINGS 11

3 CELERY STICKS, CHOOSE A DIPPING
SAUCE, EXTRA SAUCE IS \$0.75

WING SAUCES

BUFFALO
GARLIC PARMESAN
JAMAICAN JERK
KICKIN' BOURBON MOLASSES
MANGO HABAÑERO
HONEY BBQ

REFRESHMENTS

FOUNTAIN 3.5

PEPSI, PEPSI ZERO, STARRY, MT. DEW, DR.
PEPPER, TROPICANA LEMONADE, LIPTON
UNSWEET TEA, CLUB SODA

FREE REFILLS WHILE DINING IN

LIFE WTR 20OZ BOTTLE 3.5

VITA COCO COCONUT WATER 4

MIXED GREENS, TOMATO, CUCUMBER,
CHOICE OF DRESSING

CAESAR 10

ROMAINE, PARMESAN, CAESAR DRESSING

THE BRUNO 22

MIXED GREENS, PEAR, WALNUTS,
GORGONZOLA, AGAVE SYRUP, BALSAMIC
GLAZE

SOUTHEAST SOUTHWEST 12

ROMAINE, FLAME-ROASTED CORN, BLACK
BEANS, GREEN ONIONS, CILANTRO, MONTEREY
JACK, AND CHIPOTLE RANCH DRESSING

SPINACH 12

FETA, DRIED CRANBERRIES, RED ONION, SLIVERED
ALMOND, BLOOD ORANGE VINAIGRETTE

WEDGE 15

CLASSIC WEDGE, BACON, TOMATO, GREEN
ONION, FROMAGE BLEU CHEESE

SMOOTHIE BOWLS

MAKE ANY SMOOTHIE INTO A BOWL +4

SERVED IN A BOWL, TOPPED WITH FRUIT
AND GRANOLA

SOUPS

SOUP & SALAD SPECIAL 14

YOUR CHOICE OF SOUP AND SMALL HOUSE
OR CAESAR SALAD

8OZ/12OZ

CHICKEN TORTILLA 8/12

CHICKEN & WILD RICE 8/12

ROASTED RED PEPPER & 8/12 SMOKED GOUDA

SEASIDE SNACKS

RAW VEGGIE PLATE 6

CARROTS, CELERY, ZUCCHINI, CUCUMBERS,
MINI PEPPERS, RANCH DIP

CHICKEN TENDERS 7

3 TENDERS, POTATO CHIP BATTERED, BAKED

GIANT BAVARIAN PRETZEL 12.5

HONEY MUSTARD, ADD BEER CHEESE: \$3

TASTRIES

DOUBLE CALLEBAUT BROWNIE 5

TOPPED WITH FUDGE DRIZZLE

DELUXE MUFFIN 4

TRIPLE BERRY OR BANANA NUT

BIG COOKIE 5

CHOCOLATE CHIP OR SUGAR

BIG BEAR'S ICE CREAM COOKIE 13

CHOCOLATE CHIP COOKIE WITH ICE CREAM

CROFFLE A LA MODE 8

1 PLAIN CROFFLE WITH CHOICE OF 1 SCOOP
OF NEIGHBORS ICE CREAM

BROWNIE A LA MODE 8

WITH CHOICE OF 1 SCOOP OF NEIGHBORS

DOUBLE SHOT ESPRESSO 3.5
BATCH BREW 4.25

80Z/160Z
AMERICANO 3.5/6.25
CAPPUCHINO 4.25/7
LATTE 4.25/7.5

 ASK ABOUT OUR SYRUPS! 
.50 A PUMP

80Z/160Z
HOT CHOCOLATE 3.5/6.5
HOT VANILLA 3.5/6.5
STEAMED MILK WITH CHOICE OF SYRUP

COLD

160Z/240Z
ICED LATTE 4.25/7.5
FRAPPUCHINO 5.5/8.5
COLD BREW 10/13
ICED COFFEE 4.25/5.75

LOTUS ENERGY DRINKS

 ADD LOTUS CREAM +.50/OZ 
SLUSHIFY YOUR LOTUS +1

160Z/240Z
LOTUS INTRO 5/6.5
GOLD LOTUS, CLUB SODA

CRAFTED FLAVORS

160Z/240Z
BLUE SAPPHIRE 8/10
BLUE LOTUS, BLUE RASPBERRY, LEMONADE,
CLUB SODA

8/10
GINGER MULE
WHITE LOTUS, GINGER BEER, PINEAPPLE,
CLUB SODA

8/10
SUNSET STARBURST
RED LOTUS, STRAWBERRY, LOTUS CREAM,
CLUB SODA, SPLASH OF OJ

10/13
BUBBLEGUM SLUSH
PINK LOTUS, STRAWBERRY, BANANA,
VANILLA, LOTUS CREAM, BLENDED

10/13
PRINCESS PEACHY SLUSH
WHITE LOTUS, PEACH, LOTUS CREAM,
BLENDED

 ASK ABOUT OUR OTHER FLAVORS! 
WE CAN MAKE YOUR LOTUS CAFFEINE FREE!

FITNESS COACH CRAFTED

160Z/240Z

POWER-UP 7/11
PEANUT BUTTER, BANANA, MILK,
CHOCOLATE PROTEIN POWDER

8/12
BRIGHT HOPE
PINEAPPLE, SPINACH, AVOCADO, COCONUT
WATER, HONEY

6/9
C.B. COOL DOWN
COLD BREW, MILK, BANANA

BLISS BEACH CLASSICS

160Z/240Z

8/12
ENDLESS SUMMER
WATERMELON, STRAWBERRIES, YOGURT,
MILK

6/9
DO YOU LIKE PIÑA COLADAS?
PINEAPPLE, SHREDDED COCONUT,
COCONUT WATER, VANILLA, MILK

6/9
BLUEBERRY LAVENDER
BLUEBERRIES, BANANA, HEMP SEEDS,
VANILLA, LAVENDER, MILK

6/9
ORANGE CREAMSICLE
ORANGE JUICE, BANANA, YOGURT, MILK

6/9
SAND MONKEY
BANANA, PEANUT BUTTER, MILK,
CHOCOLATE SYRUP **NO ACTUAL SAND INCLUDED**

6/9
YA BASIC
STRAWBERRIES, BANANA, CHIA SEEDS,
MILK

8/12
MANGO LASSI
MANGO, HONEY, CARDAMOM, YOGURT

8/12
SUNRISE
PINEAPPLE, BANANA, COCONUT, CHERRY,
YOGURT, MILK

6/9
VANILLA CHAI
BANANA, CHAI, CARDAMOM, MILK

13/18
THE FANCY
BLACKBERRIES, BASIL, SPINACH, BANANA,
MILK

CROFFLES

SWEET

5
PLAIN JANE SERVED WITH SYRUP
6.5
STRAWBERRY & WHIPPED CREAM
6.5
NUTELLA & BANANA
6.5
BAKED APPLES & CINNAMON
8
BLUEBERRY CREAM CHEESE
8
TOASTED COCONUT & PINEAPPLE

SAVORY

8
SPINACH & FETA
HAM & CHEESE

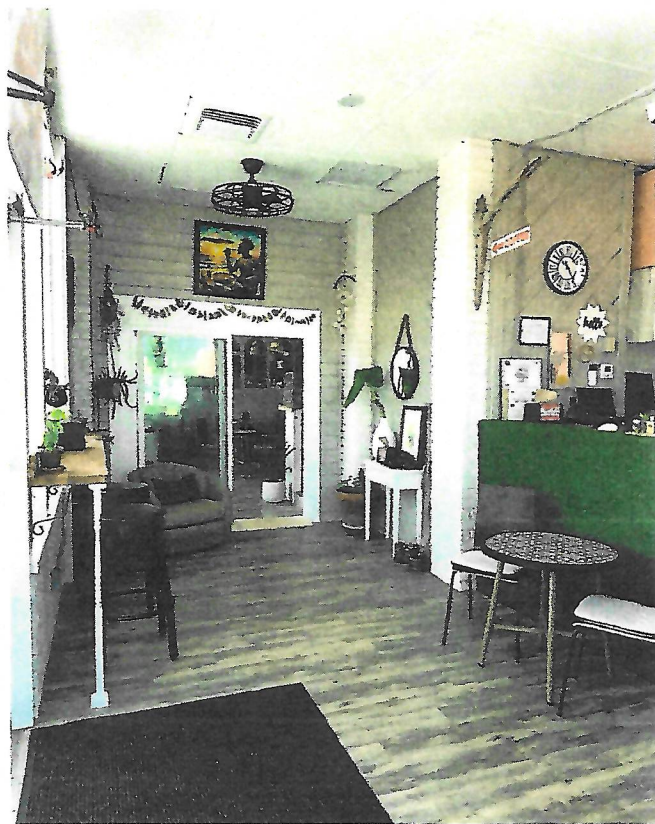
NEW ENERGY IN THE SHORES



Coffee, Pizza, and Much More

Turning the old 'Bruno's Pizza' into a modern, fresh, and beautiful new hang out spot was our goal from the beginning. We live in and we love Daytona Shores and we wanted to provide residents and visitors a local spot they feel welcome in and can be proud of.

It was quite a task to beautify the old restaurant space and building. With the help and support of our landlord, city officials and knowledgeable local tradesmen, we got this place looking great, both inside and out. With fresh paint, much needed repairs, updated safety features and a maintenance plan to keep it looking great and running well, Bliss Beach Coffee Pizza More is ready to go!



New dining room and lounge areas provide comfortable space to relax, study or chat with a friend.

Open for Morning Coffee

We will be open for espressos, lattes, cappuccinos or just a regular ol' cup of coffee at 7 am. Try a cup alongside a delicious, unique Croffle, an all-butter jumbo croissant cooked in a waffle-maker served with syrup or topped with fruit and cream or savory combinations like spinach and feta cheese. Our breakfast pizza features bacon with over-easy eggs and will taste great with a healthy smoothie or a refreshing Lotus Energy Drink. Soups, salads, wings, and 10-inch pizzas will be available until 9 pm every day and we are proudly serving Pepsi products in our fountain. Dine in or carry out available!

Walkhart LLC, DBA Bliss Beach Coffee Pizza More BUSINESS PLAN

Prepared by:

Shawn Lockhart, Lisa Walker

3218 South Atlantic Ave Suite 1&2
Daytona Beach Shores, Florida 32118
386-317-0480
Blissbeachdaytona@gmail.com

BlissBeachDaytona.com

I. EXECUTIVE SUMMARY

Walkhart LLC, DBA Bliss Beach Coffee Pizza More (referred to from hereon in as the "Company") was established as a Limited Liability Company at 3218 South Atlantic Ave Suite 1&2, Daytona Beach Shores, Florida 32118 with the expectation of rapid expansion in the food industry.

Business Description

The Company was formed on 09/19/2023 as Limited Liability Company under Florida state laws and headed by Shawn Lockhart, Lisa Walker.

Shawn and her family run several successful business in Orlando. She raised 4 children with her husband and was active in many community and church activities. Lisa and her husband raised 5 children and she was extremely active in community-building events and worked extensively in the hospitality industry from managing a restaurant/bar, to wedding planning, to working on cruise ships for private functions. In addition, both women are detail oriented and extremely dedicated to their vision and their love of life is evident to all who know them.

The Company currently employs 0 full-time employees and 2 part-time employees.

Business Mission

At Bliss Beach we strive to create a destination where local residents and visiting guests can feel comfortably relaxed while enjoying high quality food and delicious drinks. To each their beach!

Product

The Company's primary product is Coffee, Espresso, Smoothies, Pizza, Salads, Soups, Wings, Lotus Energy Drinks, Croffles: Quick Service, Healthy Snack Foods

II. BUSINESS SUMMARY

Industry Overview

In the United States, the food industry presently makes 1,000,000,000.00 dollars in sales.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:

We believe our location is prime for this restaurant to flourish due to close proximity to a public beach ramp, direct access to busy A1A, next to beloved Millies Restaurant, and multiple small and large condominiums and houses within walking distance. This was a preexisting operational pizza restaurant and people are used to coming to pick up food. We will capitalize on that and also provide fresh new reasons for customers to dine-in and return to this shopping center multiple times a week.

Legal Issues

The Company affirms that its promoters have acquired all legally required trademarks and patents.

III. MARKETING SUMMARY

Target Markets

The Company's major target markets are as follows:

Daytona Shores, Daytona, Ponce Inlet, Port Orange residents and visitors

The estimated number of potential clients within the Company's geographic scope is 0.

Pricing Strategy

The Company has completed a thorough analysis of its competitors' pricing. Keeping in mind our competition's pricing and the costs of customer acquisition, we have decided on the following pricing strategy:

We have comparison-shopped local business for our prices as well as received professional insight from our local vendors and food service representatives.

Promotional Strategy

The Company will promote sales using the following methods:

We hired Belden Communications to handle all our marketing and social media, including a website and Instagram and Facebook. We will also utilize strong word of mouth and proximity to popular Millies restaurant.

Services

First-rate service is intended to be the focus of the Company and a cornerstone of the brand's success. All clients will receive conscientious, one-on-one, timely service in all capacities, be they transactions, conflicts or complaints. This is expected to create a loyal brand following and return business.

IV. FINANCIAL PLAN

12-Month Profit and Loss Projection

Monthly expense for salaries and overhead (projected):	\$5,500.00
Revenue and sales for upcoming year of business (projected):	\$300,000.00
Gross profit for upcoming year of business (projected):	\$174,000.00

Copy

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2023, by and between GT-Wag, Inc., hereinafter referred to as the "LANDLORD", and Walkhart, LLC hereinafter referred to as "TENANT".

WITNESSETH:

THAT IN CONSIDERATION of the covenants herein contained on the part of Landlord and Tenant to be kept and performed, the Landlord does hereby lease and demise unto Tenant that certain building space known as Unit 2, 3218 South Atlantic Ave., Daytona Beach Shores Florida 32118. The premises are rented in an "As Is" condition and have been inspected by the Tenant and have been determined to be in a clean and habitable condition upon rental.

TO HAVE AND TO HOLD said leased premises unto Tenant for a five (5) year term beginning from December 1, 2023 to December 1, 2028. The Tenant paying to Landlord rent as follows:

The sum of \$3200.00 per month, payable in equal monthly installments on or before the 1st of each month. Simultaneously with the execution of this Agreement, the Tenant shall pay the sum of \$9600.00 which includes first and last month's rent, plus \$3200.00 security deposit. The monthly rent shall remain during the first 2 years at the rate of \$3200.00. The 3rd, 4th and 5th year of the rental term shall have an increase in rent each year based upon the consumer price index not to exceed 10% per year.

USE OF PREMISES

1. Tenant shall be responsible for payment of all electricity, heat, gas, telephone, cable, internet, and other utilities and services charged to the leased premises, incurred during the term of the Lease. Tenant shall also be responsible for payment of all taxes during the period of the Lease levied upon Tenant's personal property, inventory and intangibles, when such taxes are due and payable. Tenant shall maintain pest control services with a Contract by a licensed professional for spray services not less than monthly. Landlord shall be responsible for garbage removal, water, sales tax on the rental, and the property tax.

2. The parties hereby agree that the premises shall be used as a pizzeria. The Tenant fully understands and agrees that the Landlord shall have this exclusive right to approve or reject any planned usage of the premises.

TENANT. COVENANTS WITH LANDLORD:

3. That Tenant will not use or permit the leased premises to be used for any illegal, immoral or improper purpose and shall, in its occupancy and use of said premises, fully comply with all rules and regulations of all federal, state and local governments. The Tenant shall not engage in the sale of steaks or seafood which would conflict with another Tenant adjacent to the rental premises. The Tenant hereby indemnifies, saves, and holds harmless the Landlords from any liability whatsoever with regard to any violation of any rules and regulations or statute whether it be civil or criminal on the Federal, State or Local government level for any activities on the rental premises during the lease term, and hereby has a specific duty to supervise, maintain and control any and all business invitee, licensees, customers, employees, agents, and associates from engaging in any illegal, immoral, or improper activities whatsoever.

4. Tenant shall be responsible at its sole expense, for keeping the interior of the leased premises and all fixtures, windows, doors, plumbing, appliances, and air conditioning and heating equipment in good and substantial repair and operating condition during the term of this Lease Agreement. Upon termination of the Lease, the premises will be returned to the condition existing at the date of this Lease Agreement, free of any defects and defacements, normal wear and tear excepted.

5. Tenant shall not make any alterations involving structural changes without the written consent of Landlord. Tenant may install, or cause to be installed, such equipment and trade or other fixtures as are usual and necessary for the permitted uses of the building. This includes, but is not limited to, lighting fixtures, signs, paintings, and decorations not permanently affixed to walls, floors, or ceilings of the building.

6. Tenant shall maintain in force throughout the Lease term, at its own expense, public liability insurance, and fire and casualty, with limits of not less than \$ 1,000,000, naming Landlord as a named insured "as their interest may appear". Tenant agrees to carry fire and extended coverage insurance to the value of their personal property on the leased premises. Tenant shall be responsible for any and all damage to any plate glass windows, or other windows at the rental premises, and shall carry a policy of insurance to cover the same with the Landlord as a named insured. Tenant shall keep, protect, and save the Landlord harmless of any loss, cost, or expense of any sort or nature, and from any liability to any person natural or artificial, on account of any damage to person or property arising from any negligence of the Tenant, or arising from the Tenant's failure to abide with or perform any duties or obligations of the Tenant under the terms of this lease, including the Tenant's failure to comply with any statutory laws or regulations of the city, county, state of Florida, or Federal Government.

7. At the termination of the lease term, Tenant shall quietly and peacefully deliver up possession of the leased premises and shall leave the leased premises in "broom clean" condition, with all equipment, fixtures and appliances in good operating condition.

8. Tenant hereby pledges as additional security for the terms and conditions hereunder, the property of Tenant which may be brought or placed upon the leased premises, and the lien of Landlord for rental may be enforced against such property by distress, foreclosure, or otherwise, at the election of Landlord, and Tenant hereby waives all right of exemption it may have in and to said property under the Constitution and Laws of the State of Florida, and in case of any failure of Tenant to timely perform all obligations and duties hereunder, and it is necessary for the Landlord to enforce the terms and conditions hereunder, the Tenant agrees to pay the Landlord's attorney's fees, together with any and all costs of collection, court costs and any other charges incurred by the Landlord in the enforcement of this Lease Agreement. The parties hereto agree that any sums due hereunder, or relation hereto, which are owed to the Landlord shall not be waived by reason of any bankruptcy.

9. That Landlord, their agents and attorneys, shall, at all reasonable times with prior notice, unless in case of an emergency, during normal business operations of the Tenant, shall have access to the leased premises, or any part thereof, for the purpose of inspection or examination.

10. That Tenant shall not assign, nor sublease this Lease or any portion of the leased premises without first obtaining the written consent of Landlord.

11. All licenses and permits regarding any of the lease premises shall be in the Tenant's name unless otherwise agreed in writing by the Landlord.

12. Tenant agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on the leased premises, and, upon written request of Landlord, shall execute and deliver such written instruments as may reasonably be required to evidence such subordination.

13. Whenever used in this Lease Agreement, the masculine shall include the feminine, and the singular shall include the plural, whenever the context shall so require.

14. This Lease Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors, and assigns.

15. This Lease Agreement shall be construed in accordance with the Laws of the State of Florida, with venue and jurisdiction in Daytona Beach, Volusia County, Florida.

16. That the Landlord shall notify the Tenant in writing with ten (10) days to correct any defects or violations of any covenants and duties contained in this Lease Agreement. Should the Tenant fail to correct any such violations within said ten (10) day time period, the Landlord may enforce this Lease Agreement by way of terminating the same and evicting the Tenant from the premises, along with any other remedies at law or at equity for enforcement of the lease provisions and protection of the Landlord property.

17. Should the Landlord secure the services of an attorney to enforce any of the terms and conditions contained under this Lease Agreement or to enforce any terms and conditions under the Florida Landlord Tenant Act, including collection of any sums due hereunder, the Tenant shall be liable for the payment of any and all costs, expenses, and attorney's fees of the Landlord.

18. No pets are permitted on the premises at any time.

19. In the event Tenant shall default in the payment of the monthly rent as provided herein, Landlord shall provide tenant with a 10-day notice to cure such default. If not cured in a timely fashion, Landlord may enforce this lease as provided by law, including, but not limited to filing for an eviction and damages. Should the Tenant default in its obligations under this lease other than non-payment of rent, the Landlord may serve a 15-day notice in writing outlining the default and requesting tenant to cure the default in the 15 day period or be subject to eviction proceedings. Landlord may elect to cure the default and such expense shall be added to the rent otherwise due.

20. Should the Tenant abandon the premises for more than 30 days and failing to pay rent for this period, the Landlord may elect to choose that Tenant is in material breach of this lease and may assume possession of the premises without notice. Landlord may accelerate the remaining balance due under this lease and after demand, bring an action for damages for said amount due. Tenant shall pay all costs and fees, including attorney fees for the collection of any amounts due under this lease.

21. Should the Tenant make an assignment for the benefit of creditors, or file for bankruptcy or be adjudicated bankrupt, such action shall constitute a material breach of this lease for which the Landlord, at its option, may terminate all rights of the tenant or its successors.

22. Every notice authorized or required by this lease shall be served to the parties at:

GT-Wag, Inc.- 26 Spring Meadow Drive, Ormond Beach, Florida 32174
Walkhart, LLC- 3601 South Atlantic Ave., Daytona Beach Shores, Florida 32118

23. If any term, covenant, condition, or provision of this lease is found to be unenforceable the remainder of this lease or the application of such term or provision shall not be affected thereby, and remain in full force and effect.

	Bliss Beach Coffee Pizza More				
		Rent	Discount %		
1	3/1/2024	3,200.00	30%	960.00	960.00
2	4/1/2024	3,200.00	30%	960.00	1,920.00
3	5/1/2024	3,200.00	30%	960.00	2,880.00
4	6/2/2024	3,200.00	30%	960.00	3,840.00
5	7/1/2024	3,200.00	30%	960.00	4,800.00
6	8/1/2024	3,200.00	30%	960.00	5,760.00
7	9/1/2024	3,200.00	30%	960.00	6,720.00
8	10/1/2024	3,200.00	30%	960.00	7,680.00
9	11/1/2024	3,200.00	30%	960.00	8,640.00
10	12/1/2024	3,200.00	30%	960.00	9,600.00
11	1/1/2025	3,200.00	30%	960.00	10,560.00
12	2/1/2025	3,200.00	30%	960.00	11,520.00
13	3/1/2025	3,200.00	20%	640.00	12,160.00
14	4/1/2025	3,200.00	20%	640.00	12,800.00
15	5/1/2025	3,200.00	20%	640.00	13,440.00
16	6/1/2025	3,200.00	20%	640.00	14,080.00
17	7/1/2025	3,200.00	20%	640.00	14,720.00
18	8/1/2025	1,030.00	20%	206.00	14,926.00
19	9/1/2025	3,200.00	20%	640.00	15,566.00
20	10/1/2025	3,200.00	20%	640.00	16,206.00
21	11/1/2025	3,200.00	20%	640.00	16,846.00
22	12/1/2025	3,200.00	20%	640.00	17,486.00
23	1/1/2026	3,200.00	20%	640.00	18,126.00
24	2/1/2026	3,200.00	20%	640.00	18,766.00
25	3/1/2026	3,200.00	10%	320.00	19,086.00
26	4/1/2026	3,200.00	10%	320.00	19,406.00
27	5/1/2026	3,200.00	10%	320.00	19,726.00
28	6/1/2026	3,200.00	10%	274.00	20,000.00

* Year three calculation may change if rent is increased as agreed upon in the lease agreement.

EDP EVALUATION CRITERIA- LEASE SUBSIDY					
Business Name:	Walkhart LLC, D/B/A Bliss Beach Coffee Pizza More			Proposed Address:	3218 S. Atlantic Ave., Ste. 1
Business Type:	Restaurant	Vacant Space:	Y/N	Evaluation Date:	March 12, 2024
				Application No.:	

A	Mandatory Criteria-City Planner	Yes	No	Comment
1	Location in Targeted Area?	X		Replace Bruno's Pizza
2	Targeted Business?	X		
3	If no to #2, is Business Substantially Compliant & Desired As Approved by CC?			
4	Is Business A Permitted Use /Non-Residential/Mixed Use?	X		
5	Appropriate Zoning Consistent w/ Comp Plan?	X		
6	Minimum Three (3) Year Lease?	X		Five (5) year lease

	Supplemental Criteria Met-City Attorney	Yes	No	NA	Comment
1	Current w/ Applicable Taxes, Fees, Etc.?	X			
2	Subject to Related Foreclosure, Bankruptcy or Defaults?		X		
3	Current Related Code or Ordinance Violations?		X		
4	Applicant Willing to Enter into Agreement w/ Conditions?	X			
C	Grant Distribution-Committee	Yes	No		Comment
1	Consistency w/ED Grant Distribution Summary	X			
D	Lease Subsidy Criteria-Committee	Low	Medium	High	Amount/Comment
1	Number of New Jobs Created?	X			Five (5) part time jobs
2	Desirability of Business?			X	Staying open for dinner
3	Amount of Capital Investment Made?			X	Just short of \$200,000
4	New Business-Ability to Attract Other Targeted Businesses?	X			
5	Business Expansion-Satisfies Economic Development Needs of City?			X	
6	Business Relocation-Enhance Operations ?				n/a
7	Business Relocation-Enhance Employment?				n/a
8	Lease Extension-Enhance Operations?				n/a
9	Lease Extension-Enhance Employment?				n/a
10	Additional City Council Criteria				n/a

**CITY OF DAYTONA BEACH SHORES COMMERCIAL LEASE SUBSIDY
GRANT AGREEMENT WITH WALKHART LLC.,
D/B/A BLISS BEACH COFFEE PIZZA MORE**

THIS COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between the City of Daytona Beach Shores, Florida, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the “CITY”, and Walkhart LLC, D/B/A Bliss Beach Coffee Pizza More, a Florida Limited Liability Company, hereinafter referred to as “GRANTEE”.

WITNESSETH:

WHEREAS, the City Council of the CITY has enacted Ordinance 2019-06 to further its policy objectives of facilitating the establishment of new businesses and the expansion of existing businesses within a targeted geographical area of the CITY, which area consists of underutilized, vacant or abandoned commercial properties; and

WHEREAS, Ordinance 2019-06 authorizes a program of economic incentives designed to attract new businesses, which are presently underrepresented in the CITY, and to locate such businesses in the targeted area of the CITY for the purpose of providing residents and visitors a wider array of goods, services, entertainment and dining options, additional employment opportunities and, at the same time, expand the tax base of the CITY and eradicate vacant, abandoned and underutilized properties; and

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or

new or existing tenants of commercial businesses in the CITY, subject to specific dollar limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, building façade improvements, structural alterations and/or beautification; and

WHEREAS, an alternative economic incentive in the form of a lease subsidy is also available under the ordinance, subject to specific dollar limits and meeting certain other criteria established by the CITY, to new or existing commercial lease tenants; and

WHEREAS, City Council of the CITY has determined that the investment of public funds in the economic incentive program generally, and in this Agreement in particular, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with applicable law and implement the provisions of controlling legal authority.

NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement upon which the parties have relied and are hereby adopted and incorporated by reference herein.

SECTION 2. PURPOSE AND TERM. Subject to the terms and conditions hereinafter set forth, the CITY shall provide a Lease Subsidy Grant to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant, continuously operate:

Name of Business: Bliss Beach Coffee Pizza More

Located at: 3218 South Atlantic Avenue, Suite 1, Daytona Beach Shores, FL 32118

for the term of the of this, being 3 years from the date first stated above.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

(A). The CITY shall pay the Lease Subsidy Grant to the GRANTEE under the terms and conditions of this Agreement as follow:

1. The GRANTEE business must be current in the payment of all taxes, fees, special assessments and charges for services owed to the CITY, the City Of Port Orange, the City of South Daytona, Volusia County, the State of Florida and the US government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

2. The GRANTEE must not be in default of its obligations to any creditor such as would threaten to, or in fact, cause the discontinuance of the business before the end of this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

4. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State or Federal law or regulation governing the operation of the business at the time of application by the GRANTEE for the Lease Subsidy Grant and

continuing throughout the term of this Agreement; and

5. The GRANTEE must not engage in any prohibited or nonconforming uses under the code, ordinances or regulations of the CITY or of any law or regulations of the State of Florida and the Federal Government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

6. The GRANTEE must not engage in any business other than the business for which this Lease Subsidy Grant has been approved by the CITY at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement, without the prior written approval of the CITY, including any conditions placed on the Grant by the CITY upon approval; and

7. The GRANTEE shall be required to submit such documentation as may be reasonably required by the CITY to verify compliance by the GRANTEE with the terms and conditions of this Agreement prior to payment by the CITY of any Lease Subsidy Grant payment.

8. The GRANTEE shall immediately notify the City Manager if the lease is terminated or if Grantee has received notice of a default from the Landlord.

9. The GRANTEE shall immediately notify the City Manager if the GRANTEE cannot faithfully execute the terms of this agreement or any term or condition of the subject grant approval imposed by the City Council.

(B). The GRANTEE shall be in default of this agreement under any of the following conditions:

1. The GRANTEE fails to operate the business pursuant to the grant application and business plan provided to the City Council for the consideration of this grant agreement; or

2. The GRANTEE fails to operate the business pursuant to any term or condition imposed by the City Council in the approval of this grant agreement; or

3. The GRANTEE is in violation of any term or condition in this Agreement.

(C) If the GRANTEE is in violation of any of the terms and conditions of this Agreement, the CITY shall declare a default and future Lease Subsidy Grant payments suspended pending the cancellation provisions of Section 7 for failure to timely cure the default, if any.

SECTION 4. PAYMENT OF LEASE SUBSIDY GRANT BY CITY TO GRANTEE.

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of \$20,000.00 based on the following formula:

1. For the first year of the Lease Subsidy Grant: Monthly rent times 30%.

Total year one disbursement shall not exceed \$11,520.

2. For the second year of the Lease Subsidy Grant: Monthly rent times 20%.

Total year two disbursement shall not exceed \$7,680.

3. For the third year of the Lease Subsidy Grant: Monthly rent times 10%.

Total year three disbursement shall not exceed \$1,234.

SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereof to any other party.

SECTION 7. DEFAULT.

(A). In the event of default by the GRANTEE or the CITY, the aggrieved party shall be entitled to any and all legal remedies available under Florida law.

(B). The aggrieved party shall give the defaulting party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. Upon the failure to timely cure the default, the aggrieved party may cancel the Agreement by notice as provided below.

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

SECTION 9. THE GRANTEE'S MANDATORY COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES, AND PUBLIC RECORDS REQUESTS.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the GRANTEE must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(E). If the GRANTEE does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(F). Failure by the GRANTEE to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The GRANTEE shall promptly provide the CITY with a copy of

any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

(G). **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CHERI SCHWAB, CITY CLERK, (386) 763-5353, CSCHWAB@CITYOFDBS.ORG, 2990 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118.**

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement is declared severable.

SECTION 11. TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 12. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 14. NONDISCRIMINATION. The GRANTEE agrees that it will not discriminate against any business invitee, employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The GRANTEE, moreover, shall comply with all the requirements of the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 15. INTERPRETATION. The CITY and the GRANTEE agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. MODIFICATION. This 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, approved by the City Council of the CITY and the GRANTEE and executed by all parties to this Agreement.

SECTION 17. ENTIRE AGREEMENT: EFFECT IN PRIOR AGREEMENT.

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement in the date and year first above written.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Kurt Swartzlander, City Manager

Approved as to form:

CITY ATTORNEY

ATTEST:

Bliss Beach Coffee Pizza More

: