



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING MAY 28, 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. Mayor Miller recognized as Hometown Hero
- 6. APPROVAL OF MINUTES**
 - A. City Commission Workshop Minutes May 14, 2024
 - B. City Commission Minutes May 14, 2024
- 7. CONSENT AGENDA:**

- A. Public Safety April report
- B. Monthly Executive Financial Report-April 2024
- C. Community Services Department Monthly Report - April 2024
- D. Consideration to terminate Wrecker Service Agreement with Volusia County Towing
- E. Consideration to terminate membership with PACE Florida Green Finance Authority
- F. Consideration to Terminate the Limited Purpose Party Membership Agreement with Florida Resiliency and Energy District.

8. OLD BUSINESS:

- A. Charter Amendment Ordinance 2024-17 3 terms

9. NEW BUSINESS:

- A. Ordinance 2024-19: Development Agreement Application 12024010 By Daytona Ocean Investment Corp & Hotel Motel, LLC. Address: 2601-2613 S. Atlantic Avenue
- B. Discussion to include Live Meeting Manager to existing Civic Clerk software
- C. Discussion on holding City Commission Meetings once per month

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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

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

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



Florida House of Representatives

Representative Dan Daley

District 96

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Coral Springs, FL 33065
Office: 954-905-5503
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407 House Office Building
402 South Monroe Street
Tallahassee, FL 32399
Office: 850- 717-5096

April 2, 2024

Mayor Nancy Miller
2990 S Atlantic Ave
City of Daytona Beach Shores, FL 32118-6002

Dear Mayor Miller,

I wanted to extend my warmest congratulations to you for being chosen as a Home Rule Hero by the Florida League of Cities! Your dedication and commitment to safeguarding Home Rule at the local level are truly commendable. Throughout the Legislative Session, your efforts have been instrumental in championing local autonomy and advancing the League's legislative priorities.

Having served as a former local elected official for the City of Coral Springs and as a past Board Member of the Florida League of Cities, I fully grasp the importance of this cause. It is for this reason that I remain steadfast in collaborating with you to uphold and defend Home Rule across Florida.

Once again, I applaud you on your well-deserved recognition as a Home Rule Hero Award recipient from the Florida League of Cities. I wish you continued success and eagerly anticipate our ongoing collaboration in the days ahead. Your exceptional contributions are truly commendable – keep up the outstanding work!

Best,

A blue ink signature of Dan Daley, written in a cursive style.

Dan Daley

MINUTES
CITY COMMISSION MEETING
May 14, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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

2. NEW BUSINESS:

A. Discussion of county proposed beach parking

Ben Bartlett, Public Works Director from Volusia County gave a PowerPoint presentation on beach access tolls and off-beach parking. The County Councilmembers had directed staff to move forward with automation for beach access. This would increase revenues as beach costs are currently subsidized by the general fund. The system hopes to utilize license plate recognition and credit card kiosks for payment. Volusia County residents will be able to register, so there would be no additional cost for them. They have a tight timeline for receiving proposals and getting the required approvals for an October 1st start date. The system chosen would be able to work with the cities for their parking lots.

City Manager Kurt Swartzlander explained that the city has four county parks and if they have paid parking, it will push the cars to the city parks, side streets, condo decks and business lots. Pictures were shown of the current off-beach parking that is available. Most are unimproved grass areas. The city has had parking regulations since 2010. There is no parking allowed on public streets. The City Manager asked for commission direction on how to proceed if the county begins paid parking. It was his recommendation to follow the county for continuity. This may require an amendment to our parking ordinance. Commissioner Conomos stated that he had heard from business owners who are concerned that tourists will go to other places if they have to pay for parking here. It was noted that New Smyrna Beach is always packed, and they have had paid parking for a while now. After a brief discussion, the commission gave consensus to follow and monitor the county. If needed, update the city's parking ordinance. It was mentioned that the existing agreement between the county and city includes revenue sharing from the county parks within the city limits.

Mayor Miller briefly spoke on the following items: better utilizing the current Civic Clerk platform. With a minor update that would include Live Meeting Manager, the commission could vote online and request to speak. This will be brought back on a future agenda. The charter only requires one meeting per month, the Maor would like to begin implementing that starting in Janaury. If a second meeting or a workshop is needed, that could be added to the schedule.

The final item was creation of an advisory board to review the entire Code of Ordinances. This will be brought back at a later date.

3. ADJOURNMENT:

The meeting ended at 5:47 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
May 14, 2024
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1. CALL TO ORDER BY MAYOR

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

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

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Proclamation for Mental Health Awareness Month

Mayor Miller read the proclamation for Mental Health Awareness Month. A check was presented to Stewart Marchman Association for the proceeds of the recent casino night.

B. Proclamation for Public Works Week

Mayor Miller read the proclamation for Public Works Week.

6. APPROVAL OF MINUTES

A. City Commission Minutes April 23, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of April 23, 2024.

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

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

7. **CONSENT AGENDA:**

8. **OLD 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

Attorney Vose read the ordinance by title. Director Stewart Cruz explained this was from the annexation back in February. The VGMC accepted the Future Land Use Amendment and staff recommended approval.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Adopt Ordinance 2024-06 on second reading.

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

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

9. **QUASI-JUDICIAL HEARING**

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

Attorney Vose read the ordinance by title. The City Clerk swore in all witnesses for the hearings. There was no ex-parte communication by any member. Director Cruz explained this was the final requirement by Florida Statutes for annexed property. The application met all the criteria, all due public notice was satisfied and staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Ordinance 2024-07 on second reading.

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

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

- B. Ordinance 2024-11: Rezoning Application For Recently Annexed Property Located At 3635 Cardinal Boulevard

Attorney Vose read the ordinance by title. County resident Julie Odom inquired what the use of the property was going to be. Director Cruz explained the application met all requirements for rezoning as required per Florida Statutes. All due public notice had been given and staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2024-11 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. Ordinance 2024-12: Rezoning Application For Recently Annexed Property Located At 110 Van Avenue

Attorney Vose read the ordinance by title. Director Cruz explained the application met all requirements for rezoning as required per Florida Statutes. All due public notice had been given and staff recommended approval.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2024-12 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. Ordinance 2024-13: Rezoning Application For Recently Annexed Property Located At 129 Esmeralda Avenue

Attorney Vose read the ordinance by title. Director Cruz explained the application met all requirements for rezoning as required per Florida Statutes. All due public notice had been given and staff recommended approval.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2024-13 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. NEW BUSINESS:

A. Ordinance 2024-14: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 3635 Cardinal Boulevard

Attorney Vose read the ordinance by title. Director Cruz explained that this was a recently annexed property and state law requires that the city assign a future land classification use. The property is a quad-plex with single-family residences. The current county designation is county urban low intensity. The proposed city designation is residential low intensity. All due public notice had been met and staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2024-14 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 2024-15: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 110 Van Avenue

Director Cruz explained that this was a recently annexed property and state law requires that the city assign a future land classification use. The property is a single-family residence. The current county designation is county urban low intensity. The proposed city designation is residential low intensity. All due public notice had been met and staff recommended approval.

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve Ordinance 2024-15: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 110 Van Avenue.

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

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

C. Ordinance 2024-16: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 129 Esmeralda Avenue

Director Cruz explained that this was a recently annexed property and state law requires that the city assign a future land classification use. The property is a single-family residence. The current county designation is county urban low intensity. The proposed city designation is residential low intensity. All due public notice had been met and staff recommended approval.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2024-16 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. Discussion of Charter Amendment to extend term limits for City Commissioners and Mayor

Attorney Vose stated she was instructed to include this discussion item along with the next two proposed ordinances from the direction at the last commission meeting. If adopted, the charter amendment ordinance would increase term limits from two (2) four-year terms to either three (3) or four (4) 4-year terms. The amendment would be placed on the August ballot. Mayor Miller stated that this would not eliminate term limits, just increase the number of terms. She explained that years ago, she supported stricter term limits, but now has learned it takes some time to fully comprehend how a city runs and to build relationships with other government agencies. The city's population is very small here, and many residents have no desire to hold office. The recent addition of completing the detailed Form 6 has also become a challenge for those who want to run. The Mayor stated that the ordinance would allow the question to be placed on the ballot for residents to decide.

The following residents spoke: Harry Jennings quoted the Mayor's words from a few years ago when she favored the restrictive terms now in place. Mel Lindauer explained the reason he resigned was the new requirement for completing Form 6. He believes the pool of qualified residents is now very limited. Kate Danis felt the extra term would benefit the city and thanked everyone who served. John Dansis stated that he considered running for office, but Form 6 changed his mind. He felt with education, the residents would be behind

extending term limits.

Attorney Vose encouraged the members to discuss the two proposed ordinances. All were in favor of adding one additional term. There was a brief discussion on whether to include the word "consecutive" to the term limit language but in the end it was not included.

E. Charter Amendment Ordinance 3 terms

Attorney Vose read the ordinance by title. There was no further discussion.

COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Charter Amendment Ordinance 3 terms 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

F. Charter Amendment Ordinance 4 terms

This item was not discussed.

11. CITY ATTORNEY COMMENTS

There were no additional comments from the City Attorney.

12. CITY MANAGER COMMENTS

There were no additional comments from the City Manager.

13. COMMISSION COMMENTS:

Mayor Miller provided an update on the wrapping of the FPL boxes. She reminded the audience of the upcoming Armed Forces celebration on Saturday. The next Coffee with the Mayor will have Attorney Gantz as guest speaker to provide an overview of milestone survey requirements. Vice Mayor Politis provided an update from the recent TPO meeting he attended. The meeting focused on trail awareness. Commissioner Dembinsky would not be available for the next meeting and asked to be excused.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Michael Agri and Barbara Ann Heegan from the SD/PO Chamber of Commerce spoke on upcoming events. There will be a Shores Appreciation Night on June 5th.

Bob Robacker had both a sister and nephew commit suicide. He strongly supported mental health awareness.

Stacy Conomos urged everyone to remember that suicide awareness is year round and it isn't always drug related.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

The Mayor asked to have the following on future agendas: updating the civic clerk system for live meeting manager. moving to one meeting per month in January 2025, and creating a

board for code review.

16. ADJOURNMENT:

The meeting ended at 7:21 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
MAY 28, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety April report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. PS April 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 APRIL 2024

	<i>Apr-24</i>	<i>24/YTD</i>	<i>Apr-23</i>	<i>23/YTD</i>
<i>Police Related Calls</i>	2,001	4,201	1,694	7,458
<i>Fire Related Calls</i>	86	232	55	267
<i>Rescue Related Calls</i>	67	220	60	222
<i>Fire Related Alarms Sounding</i>	17	85	18	68
<i>Traffic Citations</i>	179	535	144	701
<i>Written Warnings</i>	168	351	28	134
<i>Building Inspections</i>	69	177	67	252
<i>Arrests: Adults</i>	19	83	21	134
<i>Juveniles</i>	0	3	0	1
<i>City Ordinance Charges</i>	0	2	0	2
<i>Florida State Statute Charges</i>	24	100	38	235
<i>Accidents: Total</i>	17	45	18	58
<i>Street/Highway</i>	6	26	13	41
<i>Parking Lot</i>	11	19	5	24

Michael Fowler, Public Safety Director


05-06-24

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-04-01 through 2024-04-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAFFIC STOP	TS	401	20.04 %	13.37
MISCELLANEOUS LE CALL	MISC	372	18.59 %	12.40
EXTRA PATROL	EP	352	17.59 %	11.73
PROPERTY CHECK	PRC	115	5.75 %	3.83
DIRECTED PATROL REQUEST	DPR	111	5.55 %	3.70
MEDICAL EMERGENCY	MED1	46	2.30 %	1.53
TELEPHONE HANDLE	THC	42	2.10 %	1.40
SUSP PERSON	SPER	36	1.80 %	1.20
RADAR	RADAR	28	1.40 %	0.93
SUSP VEHICLE	SVEH	26	1.30 %	0.87
SUSPECT STOP	SS	26	1.30 %	0.87
WALK & TALK	WT	23	1.15 %	0.77
SUSP INCIDENT	SINC	22	1.10 %	0.73
DISTURBANCE	DIST	16	0.80 %	0.53
INVESTIGATION	INV	16	0.80 %	0.53
FIRE ALARM	ALARMF	15	0.75 %	0.50
MVA	MV	15	0.75 %	0.50
FALL- NON EMERGENCY	TRAU3	13	0.65 %	0.43
WALKUP	WALKUP	13	0.65 %	0.43
911 CK/OPEN LINE	911CK	12	0.60 %	0.40
BLS - MED/TRAUMA	BLS3	12	0.60 %	0.40
NOISE	NOISE	12	0.60 %	0.40
ANIMAL COMPLAINT	AC	11	0.55 %	0.37
ELEVATOR CALL	ELEV	11	0.55 %	0.37
SCHOOL ZONE	SZ	11	0.55 %	0.37
ASSAULT/BATTERY	ABAT	10	0.50 %	0.33
RECKLESS DRIVER	RD	10	0.50 %	0.33
WARRANT	WAR	10	0.50 %	0.33
DRUNK DRIVER	DUI	9	0.45 %	0.30
INFORMATION GIVEN	INFO	9	0.45 %	0.30
TOWED VEHICLE	TOW	9	0.45 %	0.30
BUSINESS ALARM	ALARMB	8	0.40 %	0.27
FOUND PROPERTY	PROPF	8	0.40 %	0.27
MENTALLY ILL PER	MIP	8	0.40 %	0.27
STEP ZONE	STP	8	0.40 %	0.27
ROAD OBSTRUCTION	RDOB	7	0.35 %	0.23
TRAUMA EMERGENCY	TRAU1	7	0.35 %	0.23
DOMESTIC DISTURBANCE	DV	6	0.30 %	0.20
ILLEGAL PARKING	PARK	6	0.30 %	0.20
SPECIAL DETAIL	SDL	6	0.30 %	0.20
VANDALISM	VAND	6	0.30 %	0.20
WELL BEING CHECK	WBC	6	0.30 %	0.20
TRESPASSERS	TRES	5	0.25 %	0.17
FLEEING DRIVER	FLEE	4	0.20 %	0.13
LOST PROPERTY	PROPL	4	0.20 %	0.13
NARCOTICS	NARC	4	0.20 %	0.13

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-04-01 through 2024-04-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
NE ASST- FIRE REQ	LEO2	4	0.20 %	0.13
SHOPLIFTING	SHOP1	4	0.20 %	0.13
STROKE / CVA	CVA	4	0.20 %	0.13
UNCONSCIOUS	UNC	4	0.20 %	0.13
ZONE ACCOUNTABILITY PATR	ZAP	4	0.20 %	0.13
CARBREAK	CB	3	0.15 %	0.10
DISABLED VEHICLE	DAV	3	0.15 %	0.10
ESCORT	ESCORT	3	0.15 %	0.10
FAILURE TO PAY	FTP1	3	0.15 %	0.10
FIGHT	FIGHT	3	0.15 %	0.10
FLAG DOWN	FLAG	3	0.15 %	0.10
HIT&RUN MVA	MVHR	3	0.15 %	0.10
MEDICAL UNKNOWN	ALARMM	3	0.15 %	0.10
MISC FIRE SERVICE CALL	MISCF	3	0.15 %	0.10
MISSING PERSON	MP	3	0.15 %	0.10
MVA W/ HAZARD	MVH	3	0.15 %	0.10
REPOSSESSED VEH	REPO	3	0.15 %	0.10
TEST LE CALL	TEST	3	0.15 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.15 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.10 %	0.07
ATT TO CONTACT	ATC	2	0.10 %	0.07
CIVIL COMPLAINT	CIVIL	2	0.10 %	0.07
MEDICAL NON-EMERG	MED2	2	0.10 %	0.07
SUICIDAL PERSON	SP	2	0.10 %	0.07
THEFT	THEFT	2	0.10 %	0.07
ABANDONED VEH	AV	1	0.05 %	0.03
ASSIST	ASST	1	0.05 %	0.03
ASSIST AGENCY	ASSIST	1	0.05 %	0.03
BOLO	BOLO	1	0.05 %	0.03
DROWNING	DROWN	1	0.05 %	0.03
FIREWORKS	FIREWK	1	0.05 %	0.03
FOUND CHILD	CHILDF	1	0.05 %	0.03
FRAUD	FRAUD	1	0.05 %	0.03
GENERAL MEDICAL NON EMER	GENMED	1	0.05 %	0.03
HAZ COND/MAJOR INC	HZMMI	1	0.05 %	0.03
HAZARDOUS COND	HZM	1	0.05 %	0.03
MVA W/ INJURIES	MVI	1	0.05 %	0.03
PANIC ALARM	ALARMP	1	0.05 %	0.03
RECOVERED SIG 10	SVR	1	0.05 %	0.03
SEX OFFENDER ACCT PRGM	OPV	1	0.05 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.05 %	0.03
SOLICITORS	SOL	1	0.05 %	0.03
STRUCTURE FIRE	SF	1	0.05 %	0.03
WEAPONS COMPL	WC	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-04-01 through 2024-04-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
WELL BEING CHECK MEDICAL	WBCF	1	0.05 %	0.03
TOTAL CALLS:		2,001	100.00%	66.70

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

APRIL 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	1	2	4
HAZARDOUS CONDITIONS	1	9	71
VEHICLE FIRES	0	0	0
BOAT FIRES	1	1	0
OTHER FIRES NOT LISTED	1	4	17
VEHICLE CRASHES W/ENGINE RESPONSE	2	5	14
SERVICE CALLS	61	234	310
FIRE ALARMS	17	102	203
CANCELLED EN ROUTE	19	63	157
TOTALS	103	420	776

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	3	9	12	21	44	38
HOTEL/MOTEL	4	3	18	15	44	30
ASSEMBLY	0	0	0	0	1	2
MERCANTILE	2	1	21	7	33	8
RESTAURANT	2	1	4	2	18	11
BUSINESS	16	2	54	11	84	12
OTHER	17	0	51	0	189	8
CONSTRUCTION	0	0	0	0	34	8
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	3	6	27	13	40	13
TOTALS	47	22	187	69	487	130

PLANS EXAMINATION HOURS:10 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

APRIL 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	31	172	420
BLS CALLS	36	182	484
TOTALS	67	354	904



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 April 2024

<i>Timothy Meineke Jacob Smith</i>	<i>4/29-5/1</i>	<i>FTO Training Jacksonville</i>
<i>William Frank</i>	<i>4/1-5</i>	<i>Strategic Mgmt for 21st Century Policing- POPD</i>
<i>Kathryn Gotz Cindy Robinson</i>	<i>4/9</i>	<i>ISO/Verisk Deltona</i>
<i>Norman Medders</i>	<i>4/15-18</i>	<i>Integrated Emergency Mgmt Course-EOC</i>
<i>Zachary Ignoffo Zackary Crews</i>	<i>4/22-26</i>	<i>Speed Measurement DSC</i>
<i>Norman Medders</i>	<i>4/23-24</i>	<i>Disaster Mgmt for Water & Wastewater Util. - EOC</i>



Daytona Beach Shores Department of Public Safety
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MONTHLY REPORT FOR APRIL 2024

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

Replace wiper blades	veh #177
Replace wiper blades	veh #167
Replace serpentine belt	veh #165
Replace wiper blades	veh #162
Replace wiper blades	veh #121
Replace battery	veh #173
Replace air filter	veh #173
Replace battery	veh #164
Replace alternator	veh #159
Replace battery	veh #159
Replace A/C condenser	veh #147
Replace solenoid	veh #169



**CITY COMMISSION AGENDA MEMORANDUM
MAY 28, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Monthly Executive Financial Report-April 2024

SYNOPSIS:

Financial report for April 2024.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 23-24 Pd 07

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending April, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$12,649,361	\$8,617,265	\$4,032,096	32%
General Fund Sub-Total	\$12,649,361	\$8,617,265	\$4,032,096	32%
Sewer Fund Operations	\$1,934,020	\$1,917,867	\$16,153	1%
Sewer Fund Restricted Impact Fee	\$11,721	\$5,736	\$5,985	51%
Sewer Fund Sub-Total	\$1,945,741	\$1,923,603	\$22,138	1%
TOTAL ALL FUNDS FISCAL YTD	\$14,595,101	\$10,540,868	\$4,054,234	28%

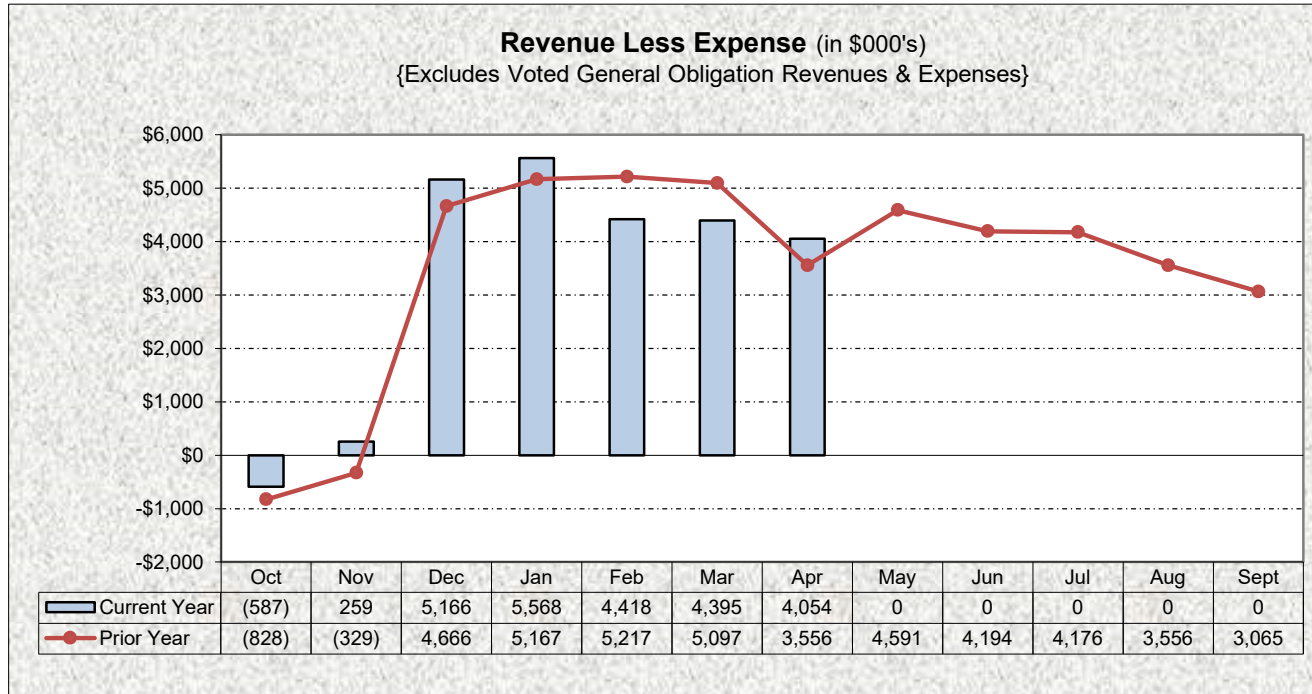
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$27,182,690	\$25,734,887	\$1,447,803	6%
Sewer Fund	\$11,780,392	\$10,053,400	\$1,726,992	17%
Sub-Total Operating Funds	\$38,963,082	\$35,788,287	\$3,174,795	9%
TOTAL ALL FUNDS	\$38,963,082	\$35,788,287	\$3,174,795	9%

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 April, 2024

NON-G.O. FUNDS	April, 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	\$12,649	\$12,415	\$235	2%
Utility Fund	\$4,533	\$1,946	\$1,908	\$38	2%
Total Revenues & Appropriations	\$24,437	\$14,595	\$14,322	\$273	2%
Expenses ('000s)					
General Fund Less Capital	\$16,670	\$8,037	\$4,258	(\$3,779)	-89%
General Fund Capital	\$3,234	\$580	\$321	(\$259)	-81%
Utility Fund	\$4,533	\$1,924	\$783	(\$1,141)	-146%
Total Expenses & Appropriations	\$24,437	\$10,541	\$5,362	(\$5,179)	-97%
Revenue Less Expense ('000s)					
General Fund	\$0	\$4,032	\$7,836	(\$3,803)	
Utility Fund	\$0	\$22	\$1,125	(\$1,103)	
Revenue Less Expense	\$0	\$4,054	\$8,960	(\$4,906)	



General Fund Detail Budget Report

Month Ending April, 2024

	April, 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	8,446,313	8,535,513	(89,200)	-1.05%
Business Taxes	101,900	75,616	95,806	(20,191)	-21.07%
Utility Taxes	1,031,800	563,124	527,211	35,913	6.81%
Permits & Franchise Fees	970,600	589,572	557,938	31,635	5.67%
Intergovernmental	1,456,200	332,510	337,846	(5,336)	-1.58%
Donations	-	720	0	720	
Charges for Services	1,951,900	1,376,913	1,173,168	203,745	17.37%
Fines & Forfeitures	97,800	87,766	45,540	42,226	92.72%
Non-G.O Interest	495,000	392,135	239,258	152,877	63.90%
Unrealized Investment G/(L)	-	-	0	-	
Miscellaneous & Fixed Asset Sales	220,500	153,584	331,767	(178,183)	-53.71%
Internal Services	1,276,500	631,106	570,500	60,606	10.62%
Non G.O. Transfer In-Fund Balance	3,130,600	-	0	-	
Non-G.O. Gen. Fund Revenue	\$ 19,903,800	\$ 12,649,361	\$ 12,414,548	\$ 234,813	1.89%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000	86,819	111,913	25,094	22.42%
Executive	798,400	475,242	385,514	(89,729)	-23.28%
Finance	678,800	316,838	331,105	14,267	4.31%
Legal Counsel	173,300	72,215	88,887	16,672	18.76%
Comp. Planning	125,100	36,959	59,502	22,543	37.89%
Information Technology	628,500	237,669	0	(237,669)	
Other Gov't Services	59,000	2,985	184,047	181,062	98.38%
Public Safety Operations	7,091,300	3,614,479	3,599,721	(14,758)	-0.41%
Building Dept.	717,100	387,985	334,604	(53,381)	-15.95%
Emergency Mgmt - Hurricanes	-	(134)	290,510	290,644	100.05%
Phy. Envir. -- Solid Waste/Recycle	1,672,900	911,292	535,602	(375,689)	-70.14%
Public Works Operations	1,815,700	907,834	817,440	(90,394)	-11.06%
Inventory	-	-	0	-	
Human Resources	48,400	-	65,878	65,878	100%
Parks & Rec	554,800	351,250	257,523	(93,726)	-36.40%
Community Center	671,200	368,721	316,571	(52,150)	-16.47%
Senior Center	-	-	0	-	
Economic Development Programs	100,000	17,457	10,350	(7,107)	-68.67%
Contingency/Transfers	1,084,400	-	0	-	
Long-Term Debt	344,700	267,293	0	(267,293)	
Non-G.O. Operations Expense	16,669,600	8,037,447	7,389,168	(665,737)	-9.01%
Non-G.O. CAPITAL Expense	3,234,200	579,817	442,747	(137,070)	
Total Non-G.O. Expense	19,903,800	8,617,265	7,831,915	(802,807)	
Non-G.O. Revenue Less Expense	\$ -	\$ 4,032,096	\$ 4,582,633	\$ (567,994)	-12%

Utility Fund Detail Budget Report

Month Ending April, 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	\$1,786,836	\$1,846,596	(\$59,760)	-3%
Interest	215,000	147,185	50,121	97,064	194%
Sale of Fixed Assets / Misc.		0	0	0	
Total Operating Revenues	\$ 4,516,700	\$1,934,020	\$1,896,717	\$37,304	2%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$1,917,867	\$1,896,115	(\$21,752)	-1%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 4,516,700	\$1,917,867	\$1,896,115	(\$21,752)	-1%
Operations Margin	\$ -	\$16,153	\$602		
% Gain/(Loss)		1%	0%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,100	\$ 11,650	\$10,900	\$750	7%
Impact Fee Interest	0	71	50	21	41%
I.F. Approp. Retained Earnings					
Total IF Revenue	\$ 16,100	\$ 11,721	\$ 10,950	\$ 771	7%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 5,736	\$2,868	\$ (2,868)	-100%
Total IF Expense	\$ 16,100	\$ 5,736	\$2,868	\$ (2,868)	-100%
Impact Fee Margin	\$ -	\$ 5,985	\$ 8,082	\$ (2,097)	-26%
% Gain/(Loss)		104%	282%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 4,532,800	\$1,945,741	\$1,907,667	\$38,074	
TOTAL FUND Expense	\$ 4,532,800	\$1,923,603	\$1,898,983	(\$24,620)	
FUND Revenue Less Expense		\$22,138	\$8,684	\$13,454	

[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 April, 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	24,387	-
5240 Building & Codes	Equipment	225,000	141,846	25,000
5410 Pub. Works Admin		-	-	-
5412 Pub. Works Blg. Maint		345,000	38,468	38,468
5413 Pub. Works Streets	Equipment	74,000	66,251	66,251
	Road Improvements Misc.	208,200	-	-
	<i>Gas Tax Financed</i>			
	<i>Appropriated Road Improvements</i>		-	-
	<i>Crosswalks</i>	-	-	-
5720 Parks	Improvements	1,219,900	294,734	228,876
	Equipment	14,500	14,131	14,131
5751 Community Center		-	-	-
5752 Senior Center		-	-	-
GENERAL FUND TOTAL		3,234,200	579,817	372,727
401-5350 Sewer Operating	IMPROVEMENTS			
	Sewer Engineering and Project Cost	2,259,400	14,229	14,229
	EQUIPMENT	37,000	28,189	18,557
	Capital Offset to Depreciation Exp	(2,296,400)	(42,418)	(32,786)
401-5351 Sewer Impact Fee		-	-	-
UTILITY FUND TOTAL		-	-	-
GRAND TOTAL		3,234,200	579,817	372,727

INVESTMENT REPORT
April, 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%	67.4%	Yes
Cash & CDs	CASH			None	32.6%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None	0.0%	

Performance @Period Ending: April, 2024

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 589	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 589	5.33%	0%
TOTAL SBA						\$ 1,179		0.0%
U.S. Treasury Note	91282CER8	05/31/24	Investment	USGS	General Fund	\$ 2,678,505	0.94%	7%
U.S. Treasury Bill	912796Y45	06/27/24	Investment	USGS	General Fund	\$ 2,031,895	2.05%	5%
U.S. Treasury Bill	912797HS9	05/30/24	Investment	USGS	General Fund	\$ 2,791,089	1.28%	7%
U.S. Treasury Bill	912796ZW2	06/20/24	Investment	USGS	General Fund	\$ 3,739,798	1.88%	10%
U.S. Treasury Bill	912797KB2	08/15/24	Investment	USGS	General Fund	\$ 3,751,496	2.85%	10%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,739,186	3.68%	7%
U.S. Treasury Bill	912797HP5	06/13/24	Investment	USGS	Sewer Fund	\$ 1,569,071	1.70%	4%
U.S. Treasury Bill	912797JV0	06/13/24	Investment	USGS	Sewer Fund	\$ 5,357,281	0.33%	14%
U.S. Treasury Bill	912796ZW2	05/07/24	Investment	USGS	Sewer Fund	\$ 1,602,771	1.88%	4%
TOTAL US TREASURIES						\$ 26,261,092		67.4%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 9,918,464	0.00%	25%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,812,728	1.14%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,754	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 796,394	0.00%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,654	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,868	0.15%	0%
TOTAL BANKS						\$ 12,700,811		32.6%

TOTAL CURRENT VALUE @ PERIOD END	\$38,963,082
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.2276%

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)	\$ 27,182,690	\$ 27,391,653	\$ 24,585,735	\$ 22,691,737
Sewer Fund	\$ 11,780,392	\$ 11,711,390	\$ 11,067,258	\$ 11,378,235
TOTAL	\$ 38,963,082	\$ 39,103,043	\$ 35,652,993	\$ 34,069,972
Percent Change for Current	N/A	-0.4%	9.3%	14.4%

Portfolio Report
April, 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)	\$589	5.60%	\$ 589	\$0	\$33
BoA	Cash-Pool Cash Account (5882)	\$9,918,464	0.00%	\$ 9,918,464	\$0	\$464
	<i>Includes Contraband Pool Cash</i>			\$ 72,041		\$0
	<i>Includes Economic Development Cash</i>			\$ 568,890		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,214,308)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,868	0.15%	\$ 36,868	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$796,394	0.00%	\$ 796,394	\$0	\$0
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (190,237)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,563,746	0.98%	\$ 17,731,969	\$168,223	\$171,579
ALL GENERAL FUND			1.23%	\$ 27,182,690	\$168,223	\$174,036
PRIOR MONTH				\$ 27,391,653		

SEWER OPERATING						
SBA	Investment (032)	\$589	5.60%	\$ 589	\$0	\$33
BoA	Sewer Operating Fund (4319)	\$1,812,728	1.14%	\$ 1,812,728		\$20,665
Seacoast	Cash (4966)	\$22,654	0.15%	\$ 22,654	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,334,388		\$0
JP Morgan	US Treasury Securities	\$8,404,610	0.52%	\$ 8,529,123	\$124,513	\$43,392
ALL SEWER OPERATING FUND			1.84%	\$ 11,699,481	\$124,513	\$64,124
PRIOR MONTH				\$ 11,631,208		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,754		\$123
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 70,157		\$0
ALL SEWER IMPACT			0.15%	\$ 80,911	\$0	\$123
PRIOR MONTH				\$ 80,182		

ALL FUNDS			0.61%	\$ 38,963,082	\$292,736	\$238,282
PRIOR MONTH				\$ 39,103,043		
MONTHLY CHANGE				\$ (139,961)		
MONTHLY CHANGE %				-0.4%		

United States Government Securities

April, 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	0.94%	\$ 2,678,505	\$ (3,407)	\$ 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	2.05%	\$ 2,031,895	\$ 32,104		\$ 49,209
J.P.Morgan	US Treasury Bill (6-month)	912797HS9	02/27/24	05/30/24	\$ 2,803,000		\$ 2,766,386	1.28%	\$ 2,791,089	\$ 24,703		\$ 36,614
J.P.Morgan	US Treasury Bill (6-month)	912796ZW2	03/21/24	06/20/24	\$ 3,767,400		\$ 3,718,218	1.88%	\$ 3,739,798	\$ 21,581		\$ 49,182
J.P.Morgan	US Treasury Bill (3-month)	912797KB2	02/13/24	08/15/24	\$ 3,810,000		\$ 3,712,921	2.85%	\$ 3,751,496	\$ 38,575		\$ 97,079
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000		\$ 2,684,518	3.68%	\$ 2,739,186	\$ 54,668		\$ 139,482
ALL GENERAL FUND					\$ 17,938,400		\$ 17,563,746		\$ 17,731,969	\$ 168,223	\$ 5,319	\$ 160,654
									PRIOR MONTH	\$ 17,660,642		
											0.98%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797HP5	12/14/23	06/13/24	\$ 1,579,000		\$ 1,538,486	1.70%	\$ 1,569,071	\$ 30,585		\$ 40,514
J.P.Morgan	US Treasury Bill (4-month)	912797JV0	01/11/24	05/07/24	\$ 5,362,000		\$ 5,272,602	0.33%	\$ 5,357,281	\$ 84,679		\$ 89,398
J.P.Morgan	US Treasury Bill (6-month)	912796ZW2	03/21/24	06/20/24	\$ 1,614,600		\$ 1,593,522	1.88%	\$ 1,602,771	\$ 9,249		\$ 21,078
ALL SEWER OPERATING FUND					\$ 8,555,600		\$ 8,404,610		\$ 8,529,123	\$ 124,513		\$ 150,990
									PRIOR MONTH	\$ 8,441,487		
											0.52%	

ALL FUNDS					\$ 26,494,000		\$ 25,968,356		\$ 26,261,092	\$ 292,736	0.28%	
									PRIOR MONTH	\$ 26,102,129		
									MONTHLY CHANGE	\$ 158,963		
									MONTHLY CHANGE %	0.6%		



**CITY COMMISSION AGENDA MEMORANDUM
MAY 28, 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 - April 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – April, 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
Morris Residence	2937 South Atlantic Avenue, Unit 2008	4/1	Remodel master and guest bathrooms	\$38,000.00	\$283.82
Eisenschmidt Residence	4 Oceans West Boulevard, Unit 604C	4/1	Replace 9 windows and 3 sliding glass doors	\$11,337.00	\$129.10
Sweet Spot	2408 South Atlantic Avenue	4/3	Install 1 monument sign and 3 wall signs	\$37,000.00	\$72.85
Mamane Property	3348 South Atlantic Avenue	4/3	Install monument sign	\$11,500.00	\$69.25
Marrietta Residence	2901 South Atlantic Avenue, Unit PH203	4/3	Add GFCI switches, outlets, LED mirror, pendent lights	\$10,000.00	\$47.50
Ocean Villas	3703 South Atlantic Avenue	4/3	Perform structural concrete repairs	\$205,950.00	\$1,060.25
Sunglow Resort	3647 South Atlantic Avenue	4/3	Construct new pool bath	\$60,000.00	\$408.98
NU South LV LLC	3159 South Atlantic Avenue	4/3	Install temporary seawall	\$69,300.00	\$11.36
Ambros Daytona Hotel	3247 South Atlantic Avenue	4/4	Remove and replace existing windows	\$185,000.00	\$981.11
Anderson Residence	3010 South Peninsula Drive	4/4	Install metal roof on main and pool house, 3 skylights	\$75,400.00	\$499.81

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Palmas de Mallorca	3811 South Atlantic Avenue	4/4	Replace dune walk over	\$79,080.00	\$522.47
Dahlia Park	3621 South Atlantic Avenue	4/4	Rebuild beach access stairs and ADA ramp	\$148,800.00	\$832.34
Share Residence	2 Oceans West Boulevard, Unit 1003	4/4	Remodel 3 bathrooms	\$78,000.00	\$511.37
Anderson Residence	3010 South Peninsula Drive	4/5	Remodel house, new windows, SGD's, entry door, driveway, stucco	\$260,897.00	\$1,280.09
Oceans Five Condo	2987 South. Atlantic Avenue	4/8	Concrete repair, replace louver at elevator shaft	\$172,145.00	\$928.09
Peninsula Condo	2545 South Atlantic Avenue	4/8	Replace 2 existing awnings	\$10,400.00	\$120.55
Prast Residence	2545 South Atlantic Avenue, Unit 1607	4/9	Install 2 motorized roll down hurricane shutters	\$10,120.00	\$120.55
Crabby Joe's	3701 South Atlantic Avenue	4/10	Add sprinkler coverage under new patio	\$15,000.00	\$647.50
Crabby Joe's	3701 South Atlantic Avenue	4/10	Install Ansul R102 system	\$13,985.00	\$197.50
Club Sea Oats	2539 South Atlantic Avenue	4/10	Install concrete seawall	\$35,000.00	\$6.51
Club Sea Oats	2539 South Atlantic Avenue	4/10	Dune walkover stairs	\$15,000.00	\$154.75
Grand Prix Hotel	2015 South Atlantic Avenue	4/11	Repair pool deck coping, tile inside coping	\$13,950.00	\$146.20
Liotta Residence	3003 South Atlantic Avenue, Unit 20A1	4/12	Bath remodel, tub to shower conversion	\$28,000.00	\$226.94
Holiday Inn Express	3301 South Atlantic Avenue	4/12	Storm drainage and parking lot repair	\$125,244.00	\$740.23
Kanna Residence	2855 South Atlantic Avenue, Unit 304	4/15	Install stone kitchen countertops	\$14,398.00	\$154.75
White Surf Condo	3555 South Atlantic Avenue	4/15	Install aluminum picket railing and gates	\$61,200.00	\$159.24
Hughes Residence	3145 South Atlantic Avenue, Unit 404	4/15	Install new vanities, tops, new tub, retile shower	\$27,590.00	\$226.81
Seven Seas Resort	2433 South Atlantic Avenue	4/15	Construct concrete block wall, stripe, and asphalt	\$75,000.00	\$494.31
Routson Residence	3875 South Atlantic Avenue	4/15	Rebuild wood beach access	\$13,000.00	\$137.65
Harrison Residence	2425 South Atlantic Avenue, Unit 204	4/15	Replace 2 sliding glass doors	\$27,403.00	\$226.75
Johnson Residence	2615 South Atlantic Avenue, Unit 1E	4/16	Replace kitchen cabinets and countertops	\$10,500.00	\$120.55
Vitulano Residence	2902 South Peninsula Drive	4/16	Install metal roof on new single family residence	\$74,000.00	\$488.62
Dickenson Residence	3501 South Atlantic Avenue, Unit 711	4/19	Remodel kitchen and bathroom	\$17,500.00	\$172.20

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Gingery Residence	3023 South Atlantic Avenue, Unit 706	4/22	Kitchen cabinets, master, and guest bath remodels	\$30,500.00	\$243.85
Castaways Beach Resort	2043 South Atlantic Avenue	4/22	Install inground pool	\$140,000.00	\$796.43
Barnett Residence	2937 South Atlantic Avenue, Unit 1704	4/23	Replace impact windows	\$21,700.00	\$193.73
Quebe Residence	3013 South Atlantic Avenue, Unit 1101	4/23	Replace impact windows	\$13,850.00	\$146.20
MAX Daytona	1901 South Atlantic Avenue	4/23	Repair and extend existing beach ramp	\$25,000.00	\$209.87
Oceans Eight Condo	2937 South Atlantic Avenue	4/23	Repair work for windows and doors	\$15,000.00	\$154.75
Wilkes Residence	3311 South Atlantic Avenue, Unit 1401	4/23	New cabinets, tops, 3 new showers, new tub	\$46,400.00	\$334.84
Bagwell Residence	3703 South Atlantic Avenue, Unit 1104	4/23	Remodel kitchen and 3 baths, remove fireplace	\$107,500.00	\$668.35
Noel Residence	3333 South Atlantic Avenue, Unit 1104	4/24	Replace 3 sliding glass doors	\$22,000.00	\$193.73
McEver Residence	3333 South Atlantic Avenue, Unit 1602	4/24	Replace 1 window and 2 sliding glass doors	\$13,514.00	\$146.20
Stephens Residence	131 Key Colony Court	4/24	Replace 11 windows and 1 door	\$24,056.00	\$209.87
Roberts Residence	3855 South Atlantic Avenue, Unit 303	4/24	Kitchen and bathroom remodel	\$68,000.00	\$454.49
Dranishnikov Residence	3051 South Atlantic Avenue, Unit 1704	4/24	Remodel master and guest bathrooms	\$37,700.00	\$283.73
DiMucci Twin Towers	3315 South Atlantic Avenue	4/24	On site fencing in courtyard	\$14,070.00	\$154.75
Stanley Residence	2555 South Atlantic Avenue, Unit 203	4/25	Work on shower firewall	\$11,500.00	\$129.10
Stanley Residence	2555 South Atlantic Avenue, Unit 203	4/25	Shower to tub renovation	\$12,000.00	\$47.50
Tropical Manor Motel	2237 South Atlantic Avenue	4/25	Miscellaneous concrete repairs around building	\$60,000.00	\$408.98
Ghobeira Property	2008 South Atlantic Avenue	4/25	Replace (2) air handlers and condensers	\$12,000.00	\$117.10
City of Daytona Beach Shores	3048 South Atlantic Avenue	4/26	Install new monument sign	\$50,000.00	\$0.00
Seibert Residence	2615 South Atlantic Avenue, Unit 7D	4/26	Install new kitchen cabinets and countertops	\$13,850.00	\$146.20
Wright Residence	2615 South Atlantic Avenue, Unit 5D	4/26	Install new kitchen cabinets and countertops	\$10,800.00	\$120.55
Irish Residence	3043 South Atlantic Avenue, unit 1406	4/26	Replace 7 windows, size for size	\$20,172.00	\$188.34
Bortis Residence	3043 South Atlantic Avenue, Unit 1205	4/26	Replace 7 windows and 1 sliding glass door	\$23,620.00	\$204.49

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Dewitt Residence	2 Oceans West Boulevard, Unit 907	4/26	Install 3 motorized roll down hurricane shutters	\$19,000.00	\$177.58
Dewitt Residence	2 Oceans West Boulevard, Unit 801	4/26	Install 3 motorized roll down hurricane shutters	\$19,000.00	\$177.58
Ocean Club Apartments	3137 South Atlantic Avenue	4/26	Install wale beam	\$40,000.00	\$295.20
Edwin W. Peck Sr. Park	3167 South Atlantic Avenue	4/29	Repairs to storm damaged ADA ramp	\$146,821.00	\$824.35
Edwin W. Peck Sr. Park	3167 South Atlantic Avenue	4/29	Repairs to storm damaged seawall	\$996,245.00	\$82.48
Goldsberry Residence	2615 South Atlantic Avenue, Unit 6C	4/29	Replace countertops	\$12,000.00	\$129.10
Club Sea Oats	2539 South Atlantic Avenue	4/29	Replace HVAC systems in 18 units	\$95,202.00	\$705.77
Oceans Vistas Condo	1925 South Atlantic Avenue	4/29	Upgrade fire alarm and voice control panels	\$43,328.00	\$186.17
Shores Club Condo	3815 South Atlantic Avenue	4/29	Replace failed stucco on North and South	\$136,840.00	\$784.39
Fernandez Residence	1 Oceans West Boulevard, Unit 9B3	4/30	Replace kitchen cabinets	\$15,544.00	\$161.50
Fitzpatrick Residence	1 Oceans West Boulevard, Unit 12A1	4/30	Replace kitchen cabinets, bath vanities	\$22,008.00	\$199.11
Towers Ten Condo	3425 South Atlantic Avenue	4/30	Replace beach access stairs	\$30,000.00	\$238.31
McKinley Residence	2615 South Atlantic Avenue, Unit 6A	4/30	Change out straight cool system	\$10,000.00	\$103.90
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$4,408,919.00	\$21,798.49

Building Division Revenue by Permit Category:

PERMIT TYPE	APRIL 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	APRIL 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
BUILDING	\$21,536.58	\$145,957.23	\$21,098.46	\$177,485.19
ROOF	\$1,826.22	\$23,780.06	\$2,949.20	\$29,994.10
DEMOLITION	0.00	\$340.00	\$0.00	\$545.30
ELECTRICAL	\$3,095.62	\$18,790.50	\$2,793.90	\$16,349.16
MECHANICAL	\$4,272.02	\$28,325.08	\$5,333.22	\$20,300.45
PLUMBING	\$4,320.60	\$32,301.08	\$3,432.34	\$17,686.19
SIGN	\$417.25	\$2,773.01	\$316.89	\$2,441.68
POLITICAL SIGN BONDS	\$220.00	\$220.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$16.50	\$1,903.07	\$755.00	\$1,353.25

DEVELOPMENT FEES	\$2,027.50	\$12,532.94	\$25.00	\$5,646.52
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$37,732.29	\$266,923.07	\$36,695.01	\$271,801.84

Building Division Activities:

ACTIVITY	APRIL 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	APRIL 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
INSPECTIONS	{4} + [313] = 317	2235	309	1838
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	1	2
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
FINAL INSPECTIONS	{2} + [199] = 201	1468	142	916
FAILED INSPECTIONS	{0} = [36] = 36	284	16	99

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

Projects Begun Current Fiscal Year-to-Date – 2023 to Present: \$37,074,031.00

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

NOTE:

{ } Indicates City Building Division Inspection

[] Indicates Universal Engineering Services Inspection

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - APRIL 2024

FACILITIES MAINTENANCE DIVISION:

This division currently two full time positions.

Normal monthly duties:

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

Additionally, this month:

- Community Center: Worked on AC problems
- Public Works: Began work on maintenance bay storage reconfiguration
- Public Safety: Continued work on replacing the ceiling in the fleet garage, worked on ice machines, ACs, and installed new pass through freezer

PARKS / STREETS DIVISION:

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

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but

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

Additionally, this month:

- Continued helping with the fleet ceiling replacement
- Installed decorative panels behind exterior Community Center restrooms
- Replaced pavers adjacent to the Pavilion due to main break
- Repaired crosswalks at Bellemead Ave and ABC area
- Set up for the Tour De Force welcoming event
- Repaired Fornari Park stairs
- Replace concrete section at Park Avenue
- Set up for Food Truck Event
- Installed Veteran Banners on decorative poles
- Repaired/replace check valve at McElroy restrooms

Electrician:

- Electrical Locates: 54
- Troubleshoot faulty ATS and generator at Public Works shop
- Replaced the faulty ATS
- Repaired and replaced pickleball court landscape lighting
- Continued work on fleet ceiling lighting install with building maintenance and public works
- Repaired/replaced GFCI outlets in Public Safety kitchen
- Installed amber test lamps for possible turtle friendly lighting
- Tilted and dimmed street lighting for turtle season

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 – 57
- Sewer credit meter read - 1
- Cleanout at 2010 S. Atlantic Ave. and 3060 S. Atlantic Ave.
- Fix cleanout box at 3226 Riverview Ln.
- Replaced dry pit hatches at Station 2 and painted previous installs
- Checked sewer availability at 110 Van Ave. and 2226 Atlantic Ave.
- 15 manhole inspections
- Assisted in removal and install of AC units at Station 2 and in the Fire Bay



**CITY COMMISSION AGENDA MEMORANDUM
MAY 28, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Becky Vose, City Attorney

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to terminate Wrecker Service Agreement with Volusia County Towing

SYNOPSIS:

For consideration is a draft Termination of Wrecker Service Agreement between the City and Volusia County Towing.

FISCAL IMPACT STATEMENT:

None.

BACKGROUND:

The City wishes to terminate its agreement with Volusia County Towing due to habitual late payments and missed payments.

LEGAL REVIEW:

The City Attorney recommends approval of the termination letter.

RECOMMENDATION:

SUGGESTED MOTION:

"I move to approve/not approve the termination letter"

ATTACHMENT: 1. DBS - Volusia County Towing - Letter of Termination dated May 29 2024



GRETCHEN R.H. ("BECKY") VOSE[‡]
WADE C. VOSE[†]
NANCY A. STUPARICH
PAUL R. WATERS
GARRETT M. OLSEN
STEPHANIE M. VELO
CHLOE E. BERRYMAN
MARIA RONDEL

[†]BOARD CERTIFIED IN CITY, COUNTY &
LOCAL GOVERNMENT LAW

[‡]RATED AV PREEMINENT BY MARTINDALE-HUBBELL

May 29, 2024

VIA CERTIFIED U.S. MAIL AND ELECTRONIC MAIL

Thomson Holdings Enterprises, LLC
d/b/a Volusia County Towing
c/o Derek Thomson
345 8th Street
Holly Hill, FL 32117

**RE: Letter of Termination of the Wrecker Service Agreement Between the City
of Daytona Beach Shores and Volusia County Towing**

Dear Mr. Thomson:

As you may already know, our firm has the pleasure of representing the City of Daytona Beach Shores, Florida.

On May 14, 2024, our office sent you correspondence, informing you of your breach of the contract between Volusia County Towing and the City of Daytona Beach Shores, dated February 18, 2023 ("Agreement"). A copy of the Agreement is enclosed for your convenience. Under the Agreement, Volusia County Towing agreed to provide as-needed towing services to the City.

As outlined in our correspondence dated May 14, 2024, Volusia County Towing is currently in violation of the Agreement. Specifically, Volusia County Towing has engaged in conduct that violates Section 2 of the Agreement, which states:

"In consideration of the Towing Company being the City's exclusive towing company for the services set forth herein for the term of the Agreement, the Towing Company shall pay \$131.75 per tow to the City, beginning April 1, 2023. The total for the prior month will be due on the first day of each month thereafter, as long as this Agreement is in effect."

According to the City's records, Volusia County Towing has violated this provision on multiple occasions, failing to timely make payments to the City for the prior month. After careful consideration, the City has determined that Volusia County Towing's habitual failure to make timely payments constitutes a material breach of the Agreement.

COUNSEL TO EXTRAORDINARY GOVERNMENTS & LEADERS THROUGHOUT FLORIDA SINCE 1973

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Additionally, due to the material breach outlined above, Volusia County Towing currently owes to the City payments for the months of March and April 2024. The City has given the Volusia County Towing an opportunity to remedy the breach by providing notice of said breach by sending correspondence on May 14, 2024, in accordance with the terms of the Agreement. Specifically, Section 24 of the Agreement states:

“It shall be the right of the City Manager, and any officials of the City which the City Manager may designate, to observe closely the wrecker service operations and, **if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract.** If within a period of seven (7) days the Towing Company has not eliminated the condition considered to be a breach of contract, the City Manager may so notify the City Council and a hearing shall be set for a date within fifteen (15) days of such notice.”

As of the date of this letter of termination, Volusia County Towing has not remedied its breach. Therefore, please let this correspondence serve as the City’s notice to Volusia County Towing of its intent to terminate the Agreement and recover all available damages under the terms of the Agreement and Florida law.

Please govern yourself accordingly.

Sincerely,



Gretchen R.H. Vose
City Attorney for Daytona Beach Shores

CC: Aaron Forsman, General Manager of Thomson Holdings Enterprises, LLC, d/b/a Volusia County Towing (aaron@volusiacitytowing.com)
Cheri Schwab, City Clerk (cschwab@cityofdb.org)
Kurt Swartzlander, City Manager (kswartzlander@cityofdb.org)
Paul R. Waters, Esq., City Attorney (paul@voselaw.com)



**CITY COMMISSION AGENDA MEMORANDUM
MAY 28, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Becky Vose, City Attorney

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to terminate membership with PACE Florida Green Finance Authority

SYNOPSIS:

For consideration is a draft Termination of Membership in the Florida Green Finance Authority.

FISCAL IMPACT STATEMENT:

None.

BACKGROUND:

The City wishes to terminate its membership and agreement with the Florida Green Finance Authority.

LEGAL REVIEW:

The City Attorney recommends approval of the termination letter.

RECOMMENDATION:

SUGGESTED MOTION:

"I move to approve/not approve the termination letter"

ATTACHMENT: 1. DBS Notice of Termination - PACE FL Green Finance Authority dated May 29 2024



GRETCHEN R.H. ("BECKY") VOSE[‡]
WADE C. VOSE[†]
NANCY A. STUPARICH
PAUL R. WATERS
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MARIA RONDEL

[†]BOARD CERTIFIED IN CITY, COUNTY &
LOCAL GOVERNMENT LAW

[‡]RATED AV PREEMINENT BY MARTINDALE-HUBBELL

May 29, 2024

VIA CERTIFIED U.S. MAIL

The Florida Green Finance Authority
c/o Todd Wodraska
Special District Services, Inc.
2501 Burns Rd., Ste. A
Palm Beach Gardens, Florida 33410

with a courtesy copy to

Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407

**RE: Termination of Membership in the Florida Green Finance Authority by the
City of Daytona Beach Shores**

Dear Mr. Wodraska,

This firm has the pleasure of serving as the City Attorney for the City of Daytona Beach Shores. On or around May 21, 2019, the City became a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within Daytona Beach Shores, by virtue of entering into a Party Membership Agreement to the Florida Green Finance Authority (hereinafter the "Agreement"). A copy of the Agreement is enclosed for your convenience.

The City wishes to terminate its membership and the Agreement in accordance with Paragraph 6 of the Agreement, which states in pertinent part as follows:

"Termination of this Agreement may occur with 30 days' written notice, and at the end of the 30-day period, this Agreement shall be automatically terminated and the Authority will not accept any new applications. Any projects related to applications received before the end of the 30-day period shall be permitted to be completed."

Please let this correspondence serve as the City's 30 days' notice of termination of the Agreement. Additionally, please note that, pursuant to the terms above, should the Authority

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receive any applications for any new projects before the end of the 30-day period, the Authority shall permit those projects to be completed.

Should you have any questions or need anything else from the City to further facilitate termination of the City's membership in the Florida Green Finance Authority, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gretchen R.H. Vose". The signature is fluid and cursive, with the last name "Vose" being more prominent.

Gretchen R.H. Vose
City Attorney for Daytona Beach Shores



**CITY COMMISSION AGENDA MEMORANDUM
MAY 28, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Becky Vose, City Attorney

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to Terminate the Limited Purpose Party Membership Agreement with Florida Resiliency and Energy District.

SYNOPSIS:

Consideration is a draft Termination of the Limited Purpose Party Membership Agreement Between the City of Daytona Beach Shores and Florida Resiliency and Energy District.

FISCAL IMPACT STATEMENT:

None.

BACKGROUND:

The City no longer wishes to participate in the Property Assessed Clean Energy program.

LEGAL REVIEW:

The City Attorney recommends approval of the termination letter.

RECOMMENDATION:

SUGGESTED MOTION:

"I move to approve/not approve the termination letter"

ATTACHMENT: 1. DBS Notice of Termination - PACE FRED dated May 29 2024

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

GRETCHEN R.H. ("BECKY") VOSE[‡]
WADE C. VOSE[†]
NANCY A. STUPARICH
PAUL R. WATERS
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MARIA RONDEL

[†]BOARD CERTIFIED IN CITY, COUNTY &
LOCAL GOVERNMENT LAW

[‡]RATED AV PREEMINENT BY MARTINDALE-HUBBELL

May 29, 2024

VIA CERTIFIED U.S. MAIL AND ELECTRONIC MAIL

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708
bspivey@fdcbonds.com

with a courtesy copy to

Nelson Mullins Broad and Cassel
c/o Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue, Suite 1400
Orlando, FL 32801
jstanton@nelsonmullins.com

**RE: Termination of the Limited Purpose Party Membership Agreement Between
the City of Daytona Beach Shores and Florida Resiliency and Energy District**

Dear Mr. Spivey,

This firm has the pleasure of serving as the City Attorney for the City of Daytona Beach Shores ("City"). On or around September 19, 2019, the City and the Florida Resiliency and Energy District ("FRED") entered into a Limited Purpose Party Membership Agreement, for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the City ("Membership Agreement"). A copy of the Membership Agreement is enclosed for your convenience.

The City no longer wishes to participate in the PACE program. Therefore, please accept this letter as the City's notice of termination of the Membership Agreement in accordance with the terms outlined in the Membership Agreement, allowing either party to terminate the relationship for convenience upon ninety (90) days' written notice.

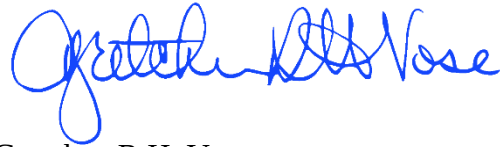
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Additionally, pursuant to the terms of the Membership Agreement, upon receipt of this notice, FRED shall not approve any new applications affecting property within the legal boundaries of the City. However, property owners whose applications were approved prior to this notice, and who received funding through the PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of any outstanding debts on any such properties, until such time that all outstanding debt has been satisfied. We trust FRED will act accordingly following receipt of this notice.

Should you have any questions or wish to discuss this further, please do not hesitate to contact our office.

Sincerely,



Gretchen R.H. Vose
City Attorney for Daytona Beach Shores



CITY COMMISSION AGENDA MEMORANDUM MAY 28, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Charter Amendment Ordinance 2024-17 3 terms

SYNOPSIS:

The purpose of this agenda item is for the Commission to vote on the adoption of Ordinance 2024-17, which amends Section 2.01 of the City Charter to increase term limits of City Commissioners and the Mayor from two four-year terms to three four-year terms

FISCAL IMPACT STATEMENT:

None.

BACKGROUND:

During the last Commission meeting, several members of the public expressed their desire to increase the Commissioners' and the Mayor's term limits. The members of the public reasoned that increasing term limits would: (1) prevent disruption in City operations because Commission members and the Mayor have gained institutional knowledge. They have made invaluable connections with outside agencies and with local, state and federal decision makers, especially after the recent hurricanes and disaster recovery; and, (2) The new Form 6 filing requirements are onerous and prevent the City from finding citizens willing to serve. Based on the public's requests, the Commission requested the matter to be placed on this agenda for discussion.

Currently, Section 2.01 of the City Charter provides for two four-year terms, which is one of the strictest term limit requirements in any of Volusia County's 16 municipalities. A copy of Section 2.01 of the City Charter is included in the agenda materials as part of the Charter Amendment Review Discussion agenda item.

Section 7.01 of the City Charter provides for two methods of amending the Charter; either by ordinance or by petition signed by 10% of the City's registered voters. A copy of Section 7.01 of the City Charter is included in the agenda materials as part of the Charter Amendment Review Discussion agenda item.

Section 166.031, Florida Statutes, sets forth the procedures for municipalities to amend their Charter. A copy of Sect. 166.031, Fla. Stat., is included in the agenda materials as part of the Charter

Amendment Review Discussion agenda item. The Statute requires the Ordinance and ballot language (if adopted) to be “placed on the next general election held within the municipality or at a special election called for such purpose”, which means the Ordinance could be placed on the ballot as early as the Primary Election on August 20, 2024.

LEGAL REVIEW:

Approved for Commission consideration

RECOMMENDATION:

SUGGESTED MOTION:

The City Attorney recommends that the Commission votes to approve or deny Ordinance No: 2024-17, which amends Section 2.01 of the City Charter to increase the term limits of Commission Members and the Mayor from two four-year terms to three four-year terms. If adopted, the Ordinance and the proposed ballot language will be placed on the ballot for the Primary Election on August 20, 2024.

- ATTACHMENT:**
1. Ord 2024-17 charter amend three terms
 2. Business Impact Ord. 2024-17- Charter Amendment Ordinance (3 terms)

ORDINANCE NO. 2024-17

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, PROPOSING A CHARTER AMENDMENT INCREASING THE TERM LIMITS FOR CITY COMMISSIONERS AND THE MAYOR OF THE CITY FROM TWO (2) FOUR (4)-YEAR TERMS TO THREE (3) FOUR (4)-YEAR TERMS; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE PRIMARY ELECTION ON AUGUST 20, 2024; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that it is advisable to submit the proposed charter amendment set forth herein to the electors of the City of Daytona Beach Shores for their consideration at an upcoming election, pursuant to the City Commission’s authority under Section 166.031, Fla. Stat.; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, and ~~striketrough~~ shall constitute deletions to the original text.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact and are otherwise fully incorporated herein.

Section 2. Proposed Charter Amendment. The amendment to the City Charter for the City of Daytona Beach Shores, Florida which is appended and attached as Exhibit “A” to this Ordinance is hereby adopted by reference by the City Commission to be submitted to the electors of the City of Daytona Beach Shores for referendum.

Section 3. Referendum Called. A referendum on the proposed adoption of the Charter amendment appended hereto and adopted by reference as Exhibit “A” to this Ordinance shall be placed on the ballot at a primary election to be held on August 20, 2024. The ballot title and ballot summary for the proposed charter amendment is set forth in Exhibit “A”. The Charter amendment shall become effective upon approval of its corresponding ballot question in such referendum.

Section 4. Direction to City Clerk and Coordination with Supervisor of Elections. The City Clerk is hereby authorized and directed to coordinate with the Volusia County Supervisor of Elections to include the ballot question attached hereto as Exhibit “A” on the ballot at the primary election to be held in the City of Daytona Beach Shores on August 20, 2024. The City Clerk is directed to see to the satisfaction of the requirements of Section 100.342, Fla. Stat., which provides that “there must be at least 30 days’ notice of the election or referendum by publication in a newspaper of general circulation in the... municipality.... The publication must be made at least twice, once in the fifth week and once in the third week before the week in which the election or referendum is to be held.”

Section 5. Severability. The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance

shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

Section 6. Conflicts. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall become effective upon final adoption by the City Commission.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, with a quorum present and voting, this ____, day of _____, 2024.

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

By: _____
Vose Law Firm, City Attorney

QUESTION #1

Ballot Proposal: The ballot title and ballot summary for Question #1 are as follows:

CITY CHARTER AMENDMENT CONCERNING TERM LIMITS

Shall the Daytona Beach Shores City Charter be amended to increase the number of terms the mayor and city commissioners may serve on the city commission from 2 four-year terms to 3 four-year terms?

_____ Yes
_____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question are as follows:

TRANSLATED BALLOT TITLE

Translated ballot summary. (To be translated for second reading.)

_____ Sí
_____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Daytona Beach Shores City Charter are amended to read as follows:

Sec. 2.01. – Composition; term limits; mayor and city commission.

There shall be a city commission consisting of five (5) members, one of whom shall be a mayor, all of whom shall be elected at-large for a four (4)-year term. Unless otherwise provided, reference to the office of commissioner in this charter shall also apply to the office of mayor. No person shall be elected or appointed to office as a city commissioner for more than ~~two (2)~~ three (3) terms. This section applies to any commissioner including the mayor and a person shall not circumvent this rule through election or appointment to a different position. For purposes of this limitation, "term" is defined as service on the city commission for a period longer than one-half of a full term. All terms, including past and present terms, greater than one-half of a full term served by current and former city commission members shall count for the purposes of applying the term limit.

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 2024-17

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, PROPOSING A CHARTER AMENDMENT INCREASING THE TERM LIMITS FOR CITY COMMISSIONERS AND THE MAYOR OF THE CITY FROM TWO (2) FOUR (4)-YEAR TERMS TO THREE (3) FOUR (4)-YEAR TERMS; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE PRIMARY ELECTION ON AUGUST 20, 2024; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ 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):

The public purpose of Ordinance 2024-17 is to amend the City Charter of Daytona Beach Shores to increase the term limits for city commissioners and the mayor of the city from two (2) four (4)-year terms to three (3) four (4)-year terms, which would promote the welfare of Daytona Beach Shores residents by having a more stable governing body and allowing the city commission to focus more on governing and less on campaigning.

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:

None.

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

None.

- (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:

None.

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

None.

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

Not applicable.

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 MAY 28, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Ordinance 2024-19: Development Agreement Application 12024010 By Daytona Ocean Investment Corp & Hotel Motel, LLC. Address: 2601-2613 S. Atlantic Avenue

SYNOPSIS:

If approved, Development Agreement Application 12024010 ("Agreement") between the City of Daytona Beach Shores and the Daytona Ocean Investment Corp & Hotel Motel, LLC. would provide for the development of the properties located at 2601 – 2613 S. Atlantic Avenue. The development would contain a 101-unit, 8-story Cambria Hotel with accessory uses, including, but not limited to, a restaurant open to the public. The Cambria Hotel will be built on the Seascape Motel property and the two southerly nonconforming vacant lots in between the Seascape Motel and the Emerald Shores Hotel. In addition, the northern property line of the Emerald Shores Hotel would also be shifted 11.7 feet south to accommodate the Cambria Hotel development. Among other things, the development agreement addresses the site development concept, entitlements and the grant of four Land Development Code deviations. The applicant is not seeking any economic development incentives from the City and the Emerald Shores Hotel will remain as is. Adoption of Ordinance 2024-19 (Exhibit A) would approve the subject development agreement (Exhibit B) as proposed.

If the agreement is 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.

FISCAL IMPACT STATEMENT:

BACKGROUND:

I. PROPERTY DESCRIPTION

The subject development agreement relates to four properties located at 2601 through 2613 S. Atlantic Avenue. These properties include the Seascape Motel property, two nonconforming vacant lots, each 25-feet wide, and the Emerald Shores Hotel. The Emerald Shores Hotel property has been developed since the 1990s while the Seascape Motel was a product of the 1970s. The City does not have any development records for the two vacant parcels. The entire site is 3+/- acres of real

property with both the Cambria and Emerald Shores development containing 1.2 upland acres and 0.3 acres east of the seawall to the mean high watermark, respectively.

II. PROPOSED AGREEMENT

The highlights of the proposed Agreement are:

1. Development Permitted: The Agreement provides a general development framework that would facilitate removal of an outdated 1970s motel and replace it with a new 101-unit, 8-story Cambria Hotel and accessory uses, including, but not limited to, a restaurant open to the public. If approved, any substantial changes thereafter 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 five (5) years to receive a final certificate of occupancy.
4. Deviations: To realize number 1 above, four (4) deviations from the City's Land Development Code are requested for the Cambria Hotel. These deviations have been summarized in the Planning Analysis (Exhibit C).
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.
6. Waiver of Public Beach Access Requirement: Sec. 14-21.4 of the LDC requires that the breezeway/visual corridor shall include a seven-foot dedicated concrete public walkway, constructed by the applicant, from the sidewalks to the beach. Per Sec. 3.1.f of the Development Agreement, under the development of the Emerald Shores Hotel, a public beach access was previously dedicated to the City. This beach access immediately abuts the Emerald Shores Hotel to the south. The Emerald Shores Hotel property is subject to the proposed development.

III. ECONOMIC DEVELOPMENT INCENTIVES

No economic development incentives are requested.

IV. PLANNING & ZONING BOARD

On May 13, 2024, the Daytona Beach Shores Planning and Zoning Board voted to recommend approval of the proposed development agreement.

V. PLANNING ANALYSIS

A planning analysis of the development agreement is attached as Exhibit C to this staff memo.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-19 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2024-19 as presented."

OR

2. "I move to approve Ordinance 2024-19, with the following conditions..."

OR

3. "I move to deny Ordinance 2024-19, on the basis of ..."

ATTACHMENT:

1. Exhibit A-Ordinance 2024-19 Cambria DA-2601-2613 S. Atlantic Ave
2. Exhibit B-Ord. 2024-19-DA Cambria Emerald Shores 5-21-24
3. DA Exhibit A-Legal Description of Cambria Property
4. DA Exhibit B-Legal Description of Emerald Shores Property
5. DA Exhibit C-Cambria Hotel Construction Plans
6. DA Exhibit D-Conceptual Architectural Elevations
7. Additional Building Elevations
8. Exhibit C-Planning Analysis

ORDINANCE 2024-19

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF A DEVELOPMENT AGREEMENT PERTAINING TO PROPERTIES OWNED BY DAYTONA OCEAN INVESTMENT CORP AND HOTEL MOTEL, 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 Ocean Investment Corp & Hotel Motel, 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 Ocean Investment Corp & Hotel Motel, LLC are the owners of the properties that are subject to this Development Agreement set forth in the Exhibit to this Ordinance; and

WHEREAS, the City of Daytona Beach Shores and Daytona Ocean Investment Corp & Hotel Motel, 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 Ocean Investment Corp & Hotel Motel, 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 Ocean Investment Corp & Hotel Motel, 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

Ocean Investment Corp & Hotel Motel, 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.

This Instrument Prepared By:
Glenn D. Storch, Esq.
420 S. Nova Rd.
Daytona Beach, Florida 32114

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

CAMBRIA AND EMERALD SHORES HOTELS
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between DAYTONA OCEAN INVESTMENT CORP, a Florida corporation, registered and authorized to conduct business in the State of Florida, hereinafter referred to as the “CAMBRIA HOTEL” and “HOTEL MOTEL, INC.” a Florida corporation, registered and authorized to conduct business in the State of Florida, hereinafter referred to as the “EMERALD SHORES HOTEL” or jointly as the “PROPERTY”, 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, DAYTONA OCEAN INVESTMENT CORP, a Florida corporation, registered and authorized to conduct business in the State of Florida is the owner of real property located at 2601 and 2605 South Atlantic Avenue, Daytona Beach Shores, Florida identified as Volusia County Tax Parcel Identification Numbers 5322-00-04-0010, 5322-00-04-0031, 5322-00-04-0030 as further described on Exhibit “A” attached hereto (referred to from time to time as the “CAMBRIA HOTEL” in this Development Agreement and which is the subject of the exhibits referenced herein); and

WHEREAS, HOTEL MOTEL, INC., a Florida corporation, registered and authorized to conduct business in the State of Florida, is the owner of real property located at 2613 South Atlantic Avenue, Daytona Beach Shores, Florida identified as Volusia County Tax Parcel Identification Number 5322-00-04-0040, as further described on Exhibit “B” attached hereto (referred to from time to time as the “EMERALD SHORES HOTEL” in this Development Agreement and which is the subject of the exhibits referenced herein); and

WHEREAS, HOTEL MOTEL, INC., a Florida corporation, registered and authorized to conduct business in the State of Florida, and DAYTONA OCEAN INVESTMENT CORP, a Florida corporation, registered and authorized to conduct business in the State of Florida, jointly agree as the owners of adjoining property to request and agree to the following terms together as “PROPERTY OWNER” which affects four parcels provided herein and the four parcels are now referred to as “the Property”; and

WHEREAS the PROPERTY OWNER and the CITY wish to enter into a Development Agreement to allow for development of the Property for commercial hotel 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 commercial hotels and related uses; 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; although some flexibility in the land development code provisions are required and waivers requested herein, 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 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 real property described in Exhibit "A" (proposed Cambria hotel) and real property described in Exhibit "B" (existing Emerald

Shores hotel), for a total land area of approximately 3.00+/- acres of real property attached hereto and by reference made a part hereof. The Cambria hotel site shows 1.2 upland acres west of the seawall and 0.3 acres east of the seawall to the Mean High Waterline for a total of 1.50 acres. The Emerald Shores hotel site shows 1.2 upland acres west of the seawall and 0.3 acres east of the seawall to the Mean High Waterline for a total of 1.50 acres.

- 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 ordinances shall control.
 - a) The overall Property shall be developed consistent with the Construction Plans for Cambria Hotel Daytona Beach Shores, Florida June 2023 prepared by Mark Dowst and Associates, Inc, [which also provides a site plan for the Emerald Shores Hotel], as provided in the attached Exhibit "C" and in accordance with the following standards:

Density Lot area to be measured to the mean high-water line on the Property.	Cambria Hotel: 67.33 hotel rooms per acre of total property. Emerald Shores: 56.67 hotel rooms per acre of total property.
Building Height	Cambria Hotel: maximum 98 ft. Emerald Shores Hotel: 80'
Loading Zone	Cambria Hotel: Minimum of 1 stall Emerald Shores: Minimum of 1 stall [Existing Building]
Green Space	Cambria Hotel: 17% overall.
Minimum Setbacks	Cambria Hotel: Side (South): 11 ft. Emerald Shores Hotel: Rear (Oceanfront): Primary Structure 42'ft. [existing building] Side (North): 20 ft. [existing building] Side (South): 25 ft. [existing building]

Parking	Cambria Hotel: 75 parking spaces with an additional 20 parking spaces to be provided by parking lifts for a total of 95 parking spaces. All parking shall be required to be via Valet Parking for efficiency and safety.
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b) Permitted Uses: Permitted uses for the Property shall include the following: Hotel, Parking Garage Use, and customary accessory uses for Hotel, including but not limited to restaurants, 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. Such supporting retail or commercial services, such as a small store for hotel guests are only ancillary to the hotel use and not intended for standalone activities. An active roof is permitted, so long as any architectural feature or enclosed space shall not exceed 12' feet in height. Approximately one half of the roof area shall feature a bar and food service area overlooking the beach.

c) Parking:

1. Development of the Cambria Hotel shall include the provision of a minimum of 75 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. Hotel development shall provide a parking ratio of 0.74 spaces/room.
2. Development of the Emerald Shores Hotel shall include the provision of a minimum of 71 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. Hotel development shall provide a parking ratio of 0.83 spaces/room.
3. 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. All unpaved and/or improved portions of the property used for interim parking during construction must be restored to a leveled, graded and hydro-seeded or sodded lot before final approval of the certificate of occupancy associated therewith will be granted.

- d) Development Footprint: The Property may be developed in multiple phases, so long as the development standards set forth in Section 3.1 are met.
- e) For density purposes, the parcels are measured to the Mean High Water line and any other requirement for bulkhead use in calculations is specifically waived.
- f) An existing beach access has been built and is maintained on the south side of the property. Any additional requirement for an additional 7ft. public access is waived.

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 hotel and commercial opportunities within Daytona Beach Shores that will result in greater tax revenue to the City, job production and revitalization and redevelopment of this portion of the City.

b) New hotel development supports dining, retail and entertainment for the area. The hotel, and the guests that it will generate, will provide much needed support for businesses on the west side of SR A1A and encourage additional businesses in this area.

c) The development will allow for the redevelopment and beautification of a currently underused property and will create a modern destination center for visitors with more rooms and activities.

d) The new Cambria hotel is an investment in the City of Daytona Beach that will be worth no less than 10 times the value of the current antiquated motel on the site.

e) The Emerald Shores hotel has built a beach access walkway and has worked with the city to maintain the walkway as a safe and convenient public access to the beach.

f) 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 Development 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 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.

Objective 1-1.2: Future redevelopment activities shall take the form of replacing the outmoded and inefficient existing hotels and motels that were built in the 1950s and early 1960s. These uses are found primarily on the east side of S.R. A1A, north of Florida Shores Boulevard to the City limits at the north end, and south of Van Avenue to the south City limits ending at the Wilbur-by-the-Sea area.

Finding: These redevelopment activities shall be consistent with the goals, objectives, and policies set forth in this Element

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) The 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 of Cambria Hotel property.

Exhibit B: Property Legal Description of Emerald Shores Hotel property

Exhibit C: Construction Plans for Cambria Hotel, prepared by Mark Dowst and Associates, LLC

Exhibit D: Conceptual Architectural Elevations for Cambria Hotel

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 "C").

b) The development uses, including parking, and green area, as set forth on the conceptual site plan approved in Section 11 and attached as Exhibit "C" 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. LDC Section 14-48.6: The CITY is providing a deviation from the standard requirements for parking for the development.
 - a. The Cambria Hotel parcel parking: 75 spaces in lieu of 102. However, the Cambria Hotel will be required to provide a minimum of 20 parking lifts that provide for an additional 20 parking spaces providing a total of 95 parking spaces. Further, the Cambria Hotel will be required to provide a mandatory Valet parking requirement for efficiency and safety.
2. LDC Section 14-21.4: The CITY is providing the following deviations to allow for compact development within the Property and to preserve view corridors along the sides of the Property and encourage redevelopment and beautification:
 - a. The Cambria Hotel parcel south side setback: 11ft. in lieu of 35 ft.
 - b. The Emerald Shores parcel south side setback: 25ft. in lieu of 28ft. [existing building]

- c. The Emerald Shores parcel north side setback: 20ft. in lieu of 28 ft. [existing building]
 - d. The Emerald Shores parcel rear setback: 42ft. in lieu of 50ft. [existing building]
- 3. LDC Section 14-48.9: 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. The Cambria Hotel site is granted a deviation to permit 1 loading zone in lieu of 2 required.
- 4. LDC Section 14-21.4: The CITY is providing a deviation from the requirement of green area provided that plantings in accordance with the LDC is provided in the proposed Green Area as to the following deviation from the green area requirement:
 - a. The Cambria Hotel parcel will have green space of 17% in lieu of 20% required.

SECTION 14. PUBLIC RECORDS.

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

SECTION 15. EQUAL OPPORTUNITY.

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

SECTION 16. CONFLICT OF INTEREST.

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

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS.

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

Daytona Beach Shores, Florida 32118

With Copy to:

Gretchen R.H. (“Becky”) Vose, Esq.

City Attorney

Vose Law Firm, LLP

324 W. Morse Boulevard

Winter Park, Florida 32789

For the **PROPERTY OWNER**:

Daytona Ocean Investment Corp.

Jai Motwani, President

2601 South Atlantic Ave.

Daytona Beach Shores, FL 32118

Hotel Motel, Inc.

Jai Motwani, President

2231 North Ocean Blvd.

Daytona Beach Shores, FL 32118

With Copy to:

Glenn D. Storch,

420 S. Nova Rd.

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 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 Five (5) years to receive a final certificate of occupancy.

c) Such effective dates may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension 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.

d) Prior to the completion of the project and at the issuance of a certificate of completion by the City, the City shall review this Development Agreement as well as at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

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, Esq.
City Attorney

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

Witness 1:

HOTEL MOTEL, LLC

Signature of Witness

Signature of Managing Member

Printed name of witness:

Printed name of Managing Member:

Address of Witness:

Witness 2:

DAYTONA OCEAN INVESTMENT CORP

Signature of Witness

Signature of Managing Member

Printed name of witness:

Printed name of 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 – Cambria Hotel
Cambria Hotel Legal Description

Exhibit B -Emerald Shores
Emerald Shores Legal Description

Exhibit C
Cambria Hotel Construction Plan

Exhibit D

Cambria Hotel Conceptual Architectural Elevations

Exhibit A

BOOK: 7027 PAGE: 3441

THAT PART OF GOVERNMENT LOT 4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4, THENCE RUN SOUTHERLY ALONG THE MEANDER LINE OF ATLANTIC OCEAN A DISTANCE OF 100 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 TO THE EASTERLY RIGHT OF WAY LINE OF OCEAN SHORE BOULEVARD (SOUTH ATLANTIC AVENUE) AS NOW LAID OUT AND ESTABLISHED; THENCE RUN NORTHERLY ALONG THE SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION OF SAID RIGHT OF WAY WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

AND

THE NORTH 1/2 OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2447, PAGE 0838 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, BEING A PORTION OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE MEANDER LINE OF SAID GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, A DISTANCE OF 100 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 4, AS MEASURED ALONG THE MEANDER LINE OF THE ATLANTIC OCEAN AND TO THE POINT OF BEGINNING; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE EAST RIGHT OF WAY LINE OF ATLANTIC AVENUE FORMERLY OCEAN SHORE BOULEVARD, AN 80 FOOT RIGHT OF WAY; THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 24.75 FEET TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 TO THE EAST LINE OF SAID GOVERNMENT LOT 4, WHICH IS THE MEANDER LINE OF THE ATLANTIC OCEAN BEACH; THENCE NORTHERLY ALONG SAID MEANDER LINE A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING, INCLUDING ANY AND ALL RIPARIAN RIGHTS AND ACCRETIONS THERETO ON THE ATLANTIC OCEAN.

BOOK: 6945 PAGE: 4428

PARCEL C:

THE SOUTH 1/2 OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2447, PAGE 838, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE MEANDER LINE OF SAID GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, A DISTANCE OF 125 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 4, AS MEASURED ALONG THE MEANDER LINE OF THE ATLANTIC OCEAN; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 TO THE EAST RIGHT OF WAY LINE OF ATLANTIC AVENUE (FORMERLY OCEAN SHORE BOULEVARD) AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 24.75 FEET TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 TO THE EAST LINE OF SAID GOVERNMENT LOT 4, WHICH IS THE MEANDER LINE OF THE ATLANTIC OCEAN BEACH; THENCE NORTHERLY ALONG SAID MEANDER LINE, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING.

Exhibit B

PARCEL A:

PARCEL 1:

A PORTION OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, GOVERNMENT LAND SURVEYS OF FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE MEANDER LINE OF THE ATLANTIC OCEAN OF SAID LOT 4 OF SAID SECTION 22, A DISTANCE OF 225 FEET MEASURED ALONG SAID MEANDER LINE SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 4, SECTION 22; THENCE RUNNING WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 400 FEET MORE OR LESS A TO POINT IN THE EAST LINE OF OCEAN SHORE BOULEVARD, AN 80 FOOT STREET AS NOW LAID OUT; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID OCEAN SHORE BOULEVARD, A DISTANCE OF 99.03 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4, 390 FEET MORE OR LESS TO AN INTERSECTION WITH THE SAID MEANDER LINE OF SAID ATLANTIC OCEAN; THENCE NORTHWESTERLY ALONG SAID MEANDER LINE OF SAID ATLANTIC OCEAN A DISTANCE OF 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH ANY AND ALL RIPARIAN AND LITTORAL RIGHTS APPERTAINING

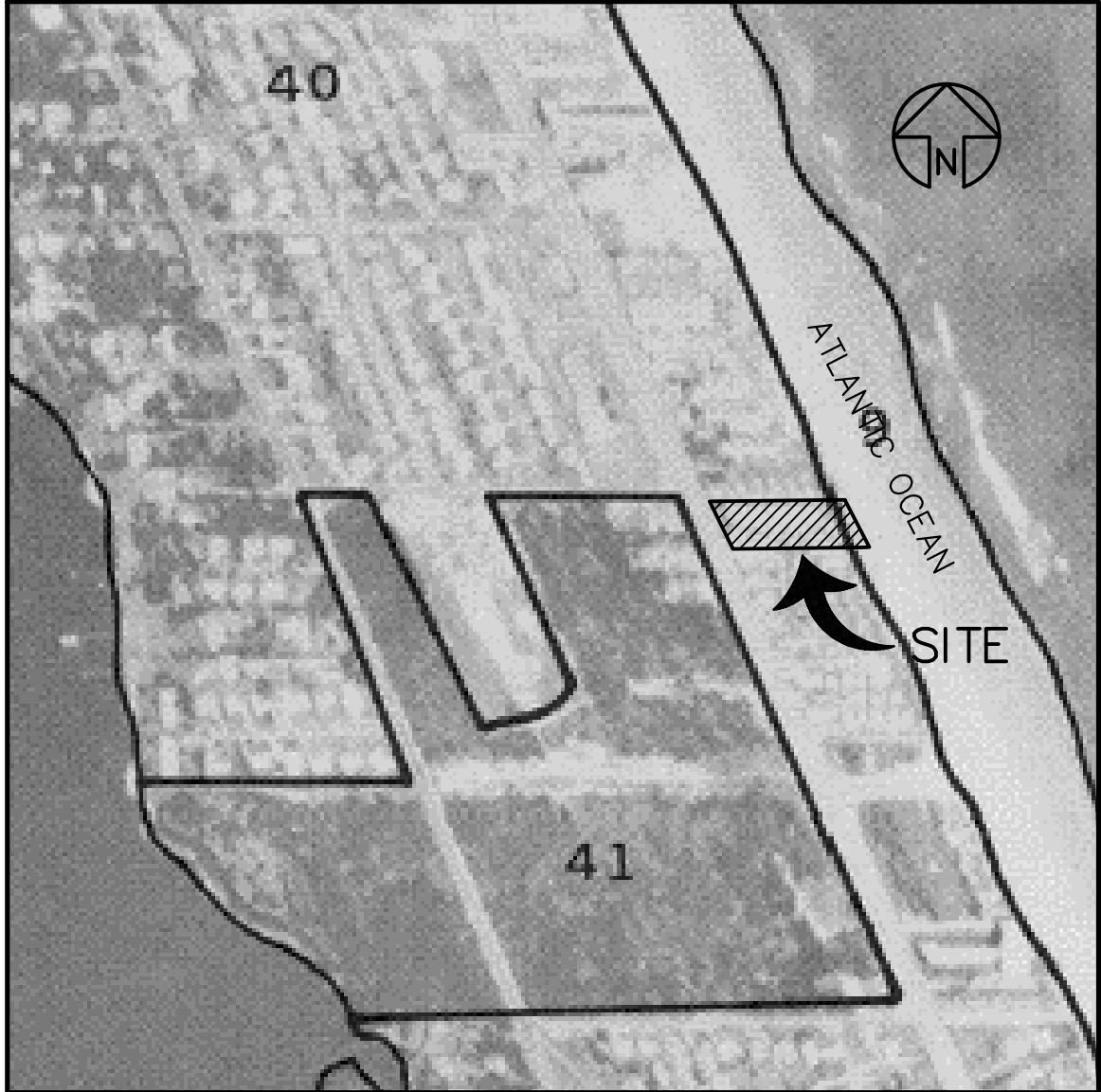
PARCEL 2:

A PORTION OF LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS:

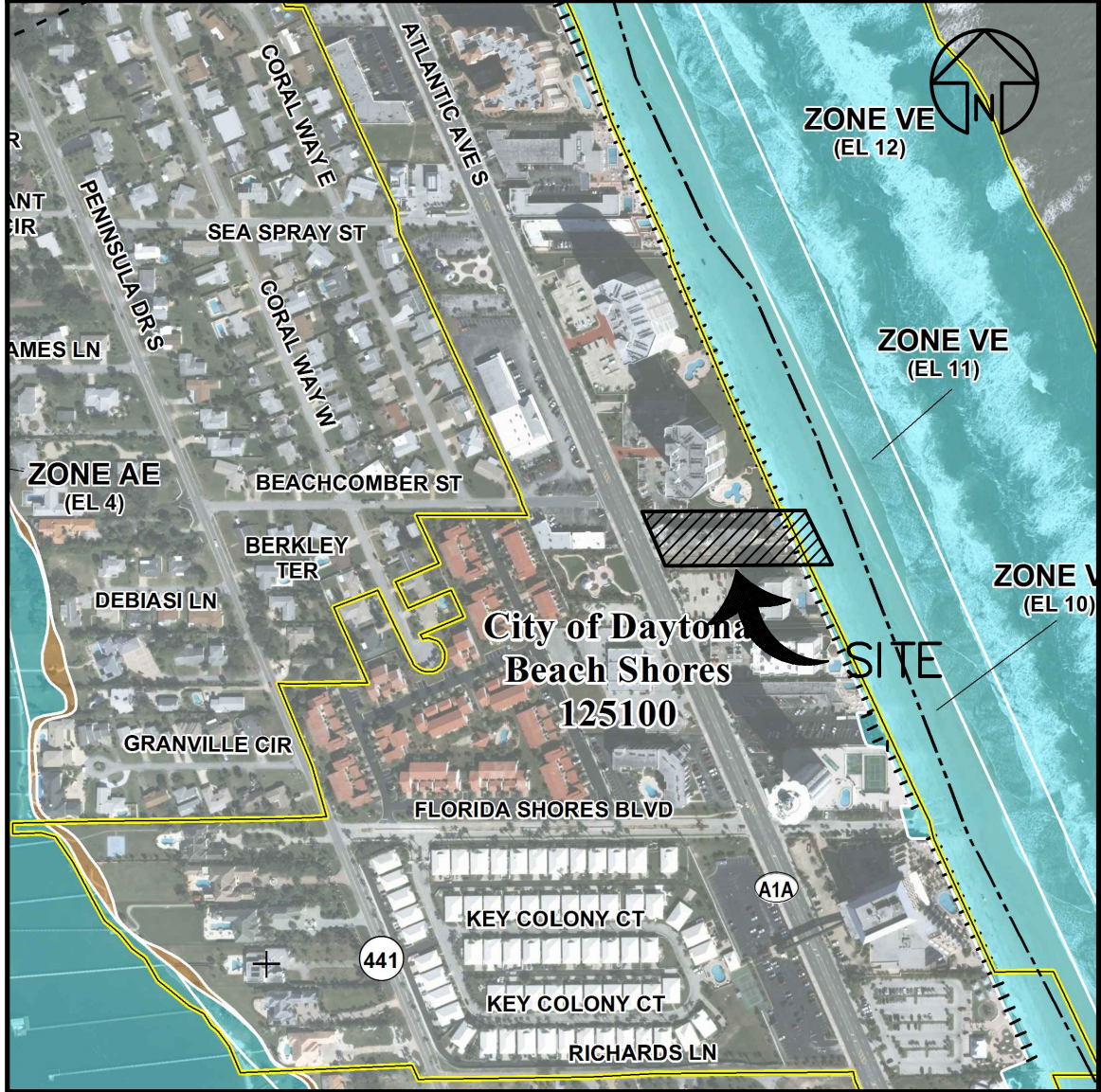
BEGINNING AT A POINT IN THE MEANDER LINE OF SAID LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, SAID POINT BEING 150 FEET SOUTHERLY MEASURED ALONG THE MEANDER LINE OF THE ATLANTIC OCEAN FROM THE NORTHEAST CORNER OF SAID LOT 4, THEN RUN WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE EAST RIGHT-OF-WAY LINE OF ATLANTIC AVENUE (FORMERLY OCEAN SHORE BLVD.) THEN RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND PARALLEL WITH THE ATLANTIC OCEAN BEACH A DISTANCE OF 75 FEET TO A POINT; THENCE RUN EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE EAST LINE OF SAID LOT 4 WHICH IS THE MEANDER LINE ALONG THE ATLANTIC OCEAN BEACH, TO A POINT WHICH IS 75 FEET SOUTH AS MEASURED ALONG SAID MEANDER LINE FROM THE POINT OF BEGINNING; THEN NORTHERLY MEASURED ALONG THE MEANDER LINE OF THE ATLANTIC OCEAN BEACH, A DISTANCE OF 75 FEET TO THE PLACE OF BEGINNING; INCLUDING ANY AND ALL RIPARIAN RIGHTS AND ACCRETIONS THERETO ON THE ATLANTIC OCEAN.

CONSTRUCTION PLANS
FOR
CAMBRIA HOTEL
DAYTONA BEACH SHORES, FLORIDA
JUNE 2023

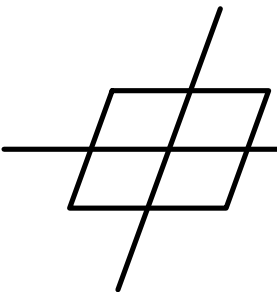
SOILS MAP SCALE: 1" = 500'



FLOOD MAP SCALE: 1" = 500'



PREPARED BY:

 **MARK DOWST & ASSOCIATES, INC.**
ENGINEERS * PLANNERS * SURVEYORS

OWNERS AND DEVELOPERS

DAYTONA OCEAN INVESTMENT CORP

JAI MOTWANI, PRESIDENT
2601 SOUTH ATLANTIC AVE
DAYTONA BEACH SHORES, FL 32118
PHONE: (954) 818-6719
E-MAIL: motwanij@bellsouth.net

HOTEL MOTEL INC

JAI MOTWANI, PRESIDENT
2231 NORTH OCEAN BLVD
DAYTONA BEACH SHORES, FL 32118
PHONE: (954) 818-6719
E-MAIL: motwanij@bellsouth.net

ENGINEER

MARK DOWST AND ASSOCIATES, INC.

536 N. HALIFAX AVENUE, SUITE 100
DAYTONA BEACH, FLORIDA 32118
PHONE: (386) 258-7999 FAX: (386) 257-4310
E-MAIL: mdowst@mdaeng.com

ARCHITECT

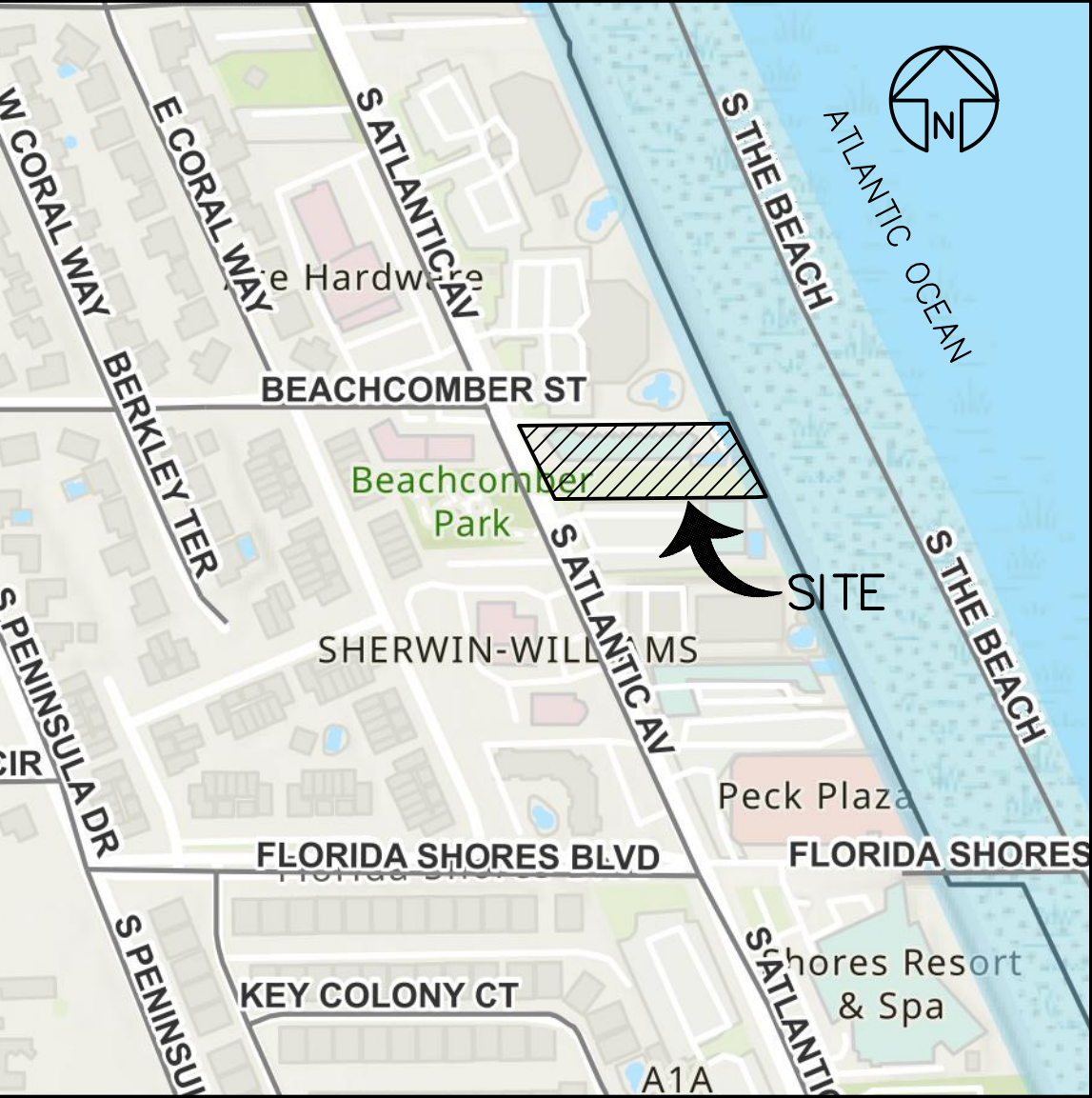
BPF DESIGN

BRIAN FREDLEY
207 FAIRVIEW AVENUE
DAYTONA BEACH, FLORIDA 32114
PHONE: (386) 257-0502 FAX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com

LEGAL DESCRIPTION

BOOK TEST PAGE: 2041
THAT PART OF CONVEYANCE LOT 4 OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLusia COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHEAST CORNER OF SAID CONVEYANCE LOT 4, THENCE S80°00'00"E ALONG THE MEASURED LINE OF ATLANTIC OCEAN A DISTANCE OF 100 FEET TO A POINT THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID CONVEYANCE LOT 4 TO THE EASTERN RIGHT OF WAY LINE OF SAID CONVEYANCE LOT 4, THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID CONVEYANCE LOT 4 TO THE POINT OF BEGINNING.
AND
THE NORTH 1/2 OF A PART OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2041, PAGE 808, IN THE PUBLIC RECORDS OF VOLusia COUNTY, BEING A PORTION OF CONVEYANCE LOT 4, SECTION 25, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLusia COUNTY, FLORIDA, DESCRIBED AS FOLLOWS BEGINNING AT A POINT IN THE MEASURED LINE OF SAID CONVEYANCE LOT 4, SECTION 25, TOWNSHIP 15 SOUTH, RANGE 33 EAST, A DISTANCE OF 100 FEET CONVEYANCE FROM THE NORTHEAST CORNER OF SAID LOT 4, AS DESCRIBED ABOVE, THE MEASURED LINE OF THE ATLANTIC OCEAN AND TO THE POINT OF BEGINNING, THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE EAST RIGHT OF WAY LINE OF ATLANTIC AVENUE FORMERLY OCEAN SHORES BOULEVARD, IN ITS EXISTING RIGHT OF WAY, THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE EAST RIGHT OF WAY LINE OF ATLANTIC AVENUE FORMERLY OCEAN SHORES BOULEVARD, IN ITS EXISTING RIGHT OF WAY, THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID CONVEYANCE LOT 4 TO THE EAST LINE OF SAID CONVEYANCE LOT 4, WHICH IS THE MEASURED LINE OF THE ATLANTIC OCEAN BEACH, THENCE NORTHERLY ALONG SAID MEASURED LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING, INCLUDING ANY AND ALL REVENUE RIGHTS AND ACCESSORY RIGHTS ON THE ATLANTIC OCEAN.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PARCEL C:
THE SOUTH 1/2 OF A PART OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2041, PAGE 808, PUBLIC RECORDS OF VOLusia COUNTY, BEING A PORTION OF CONVEYANCE LOT 4, SECTION 25, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLusia COUNTY, FLORIDA, DESCRIBED AS FOLLOWS BEGINNING AT A POINT IN THE MEASURED LINE OF SAID CONVEYANCE LOT 4, SECTION 25, TOWNSHIP 15 SOUTH, RANGE 33 EAST, A DISTANCE OF 100 FEET CONVEYANCE FROM THE NORTHEAST CORNER OF SAID LOT 4, AS DESCRIBED ABOVE, THE MEASURED LINE OF THE ATLANTIC OCEAN, THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID CONVEYANCE LOT 4 TO THE EAST RIGHT OF WAY LINE OF ATLANTIC AVENUE FORMERLY OCEAN SHORES BOULEVARD, IN ITS EXISTING RIGHT OF WAY, AS NOW AND NOT THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 100 FEET TO A POINT THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID CONVEYANCE LOT 4 TO THE EAST LINE OF SAID CONVEYANCE LOT 4, WHICH IS THE MEASURED LINE OF THE ATLANTIC OCEAN BEACH, THENCE NORTHERLY ALONG SAID MEASURED LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PARCEL D:
THE SOUTH 1/2 OF A PART OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2041, PAGE 808, PUBLIC RECORDS OF VOLusia COUNTY, BEING A PORTION OF CONVEYANCE LOT 4, SECTION 25, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLusia COUNTY, FLORIDA, DESCRIBED AS FOLLOWS BEGINNING AT A POINT IN THE MEASURED LINE OF SAID CONVEYANCE LOT 4, SECTION 25, TOWNSHIP 15 SOUTH, RANGE 33 EAST, A DISTANCE OF 100 FEET CONVEYANCE FROM THE NORTHEAST CORNER OF SAID LOT 4, AS DESCRIBED ABOVE, THE MEASURED LINE OF THE ATLANTIC OCEAN, THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID CONVEYANCE LOT 4 TO THE EAST RIGHT OF WAY LINE OF ATLANTIC AVENUE FORMERLY OCEAN SHORES BOULEVARD, IN ITS EXISTING RIGHT OF WAY, AS NOW AND NOT THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 100 FEET TO A POINT THENCE S80°00'00"E PARALLEL WITH THE NORTH LINE OF SAID CONVEYANCE LOT 4 TO THE EAST LINE OF SAID CONVEYANCE LOT 4, WHICH IS THE MEASURED LINE OF THE ATLANTIC OCEAN BEACH, THENCE NORTHERLY ALONG SAID MEASURED LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

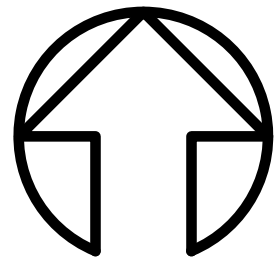
VICINITY MAP SCALE: 1" = 200'



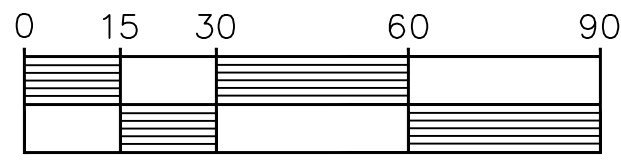
SHEET INDEX

No.	DESCRIPTION
C1	COVER SHEET
C2	EXISTING SITE CONDITIONS
C3	DIMENSION PLAN
C4	SOUTH PROPERTY EXHIBIT

SITE ADDRESS: 2601 S. ATLANTIC AVENUE
TAX PARCEL No. 5322-00-04-0010



GRAPHIC SCALE



SCALE: 1" = 30'

COASTAL CONSTRUCTION
CONTROL LINE - VOLUSIA
COUNTY, RECORDED 1/24/91 IN
O.R. BOOK 3579, PAGES
1550-1576; M.O.R. CCCL BOOK
30, PAGE 20 IN THE PUBLIC
RECORDS OF VOLUSIA COUNTY,
FLORIDA.

NGS CONTROL POINTS
CONTROL POINT NAME: 79 78 A 49 FLDNR
RECOVERED N.D. #3612
N:1764728.34
E:659619.00

CHAS. N. MORRIS 1-118
THE SHERWIN CONDO
532249151504
2555 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
N:1763139.65
E:660547.29

APPROXIMATE FLOOD ZONE
BOUNDARY LINE, AS SCALED
FROM THE FLOOD INSURANCE
RATE MAPS

FLOOD ZONE VE

FLOOD ZONE X

POINT OF BEGINNING, NORTHEAST CORNER OF SAID GOVERNMENT LOT 4
APPROXIMATE, BASED ON BEST AVAILABLE INFORMATION & ADJOINING DEEDS

MEANDER LINE OF THE ATLANTIC OCEAN
APPROXIMATE, BASED ON BEST AVAILABLE INFORMATION & ADJOINING DEEDS

ZERO (0)
CONTOUR LINE
N.A.V.D. 1988

MEAN HIGH WATER
LINE ELEV. 1.22
N.A.V.D. 1988

PROPERTY OWNERSHIP:
DAYTONA OCEAN
INVESTMENT CORP

BEGINNING AT A POINT IN THE MEANDER LINE OF SAID
GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH,
RANGE 33 EAST, A DISTANCE OF 100 FEET SOUTHERLY
FROM THE NORTHEAST CORNER OF SAID LOT 4, AS
MEASURED ALONG THE MEANDER LINE OF THE ATLANTIC
OCEAN AND TO THE POINT OF BEGINNING

BEGINNING AT A POINT IN THE MEANDER LINE OF SAID
GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH,
RANGE 33 EAST, A DISTANCE OF 125 FEET SOUTHERLY
FROM THE NORTHEAST CORNER OF SAID LOT 4, AS
MEASURED ALONG THE MEANDER LINE OF THE ATLANTIC
OCEAN AND TO THE POINT OF BEGINNING

PROPERTY OWNERSHIP:
HOTEL MOTEL, LLC

PROPERTY OWNERSHIP:
DAYTONA BEACH SHORES

PARCEL ID: 532200040040
TOWNSHIP-RANGE-SECTION: 15 - 33 - 22
2613 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
EMERALD SHORES

PARCEL ID: 532200040040
TOWNSHIP-RANGE-SECTION: 15 - 33 - 22
2613 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
EMERALD SHORES

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2613 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
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TOWNSHIP-RANGE-SECTION: 15 - 33 - 22
2613 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
EMERALD SHORES

PARCEL ID: 532200040040
TOWNSHIP-RANGE-SECTION: 15 - 33 - 22
2613 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
EMERALD SHORES

REVISION

APPR.

DATE

NO.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

DESIGNED
SCALE 1" = 30'

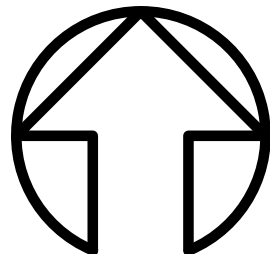
EXISTING SITE CONDITIONS
CAMBRIA HOTEL

PROJECT NO.
835A

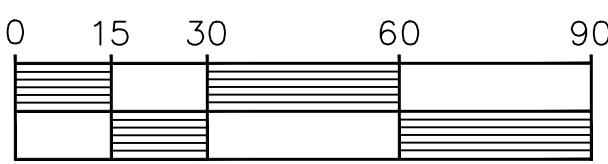
DAYTONA BEACH SHORES, FLORIDA

C2

835A-SITE-4



GRAPHIC SCALE



SCALE: 1" = 30'

NCS CONTROL POINTS
CONTROL POINT NAME: 79 78 A 49 FLDNR
RECOVERED N.D. #3612
N:1764728.34
E:659615.00

COASTAL CONSTRUCTION
CONTROL LINE - VOLUSIA
COUNTY, RECORDED 1/24/91 IN
O.R. BOOK 3579, PAGES
1550-1576; M.O.R. CCCL BOOK
30, PAGE 20 IN THE PUBLIC
RECORDS OF VOLUSIA COUNTY,
FLORIDA.

APPROXIMATE FLOOD ZONE
BOUNDARY LINE, AS SCALED
FROM THE FLOOD INSURANCE
RATE MAPS

FLOOD ZONE VE

FLOOD ZONE X

SITE DATA

EXISTING ZONING: T-RMF-1
PROPOSED USE: MOTEL

PROPOSED CAMBRIA HOTEL (NORTH PROPERTY)

ALLOWABLE DENSITY: 70 UNITS / ACRE
PROPOSED DENSITY: 101 UNITS / 1.50 ACRES = 67.33 UNITS / ACRE
SITE AREA TO MHWL: 1.20 ACRES + 0.30 ACRES = 1.50 ACRES

DESCRIPTION	S.F.	ACRES	%
SITE AREA TO BULKHEAD:	52,415	1.20	100
PROPOSED BUILDING:	17,143	0.39	33
CONCRETE AND ASPHALT:	25,463	0.58	48
TOTAL IMPERVIOUS AREA:	42,576	0.98	81
TOTAL PERVIOUS (GREEN) AREA:	9,809	0.23	19

MINIMUM GREEN SPACE REQUIRED: 20% > 19% GREEN SPACE PROVIDED

REQUIRED SETBACKS

FRONT: 30'
REAR: 50'
SIDE: 35', PROPOSED BUILDING HEIGHT = 96'-3"
(MINIMUM 7' FOR BUILDING UP TO 20' OF HEIGHT,
AN ADDITIONAL 1' FOR EACH 3' OF HEIGHT FROM
20' TO 65', AN ADDITIONAL 1' FOR EACH
2.5' OF HEIGHT FROM 65' AND UP.)

PROVIDED SETBACKS

FRONT: 30'
REAR: 50'
NORTH SIDE YARD: 69'
SOUTH SIDE YARD: 11.5'

PROVIDED GREEN SPACE AREA

FRONT: 1,420 S.F. = 32% > 30% (OK)
NORTH 35' SIDE YARD: 2,657 S.F. = 28% > 25% (OK)
SOUTH 11.5' SIDE YARD: 4,185 S.F. = 100% > 25% (OK)

BREEZEWAY CALCULATIONS

MINIMUM BREEZEWAY REQUIRED: 30%
PROVIDED BREEZEWAY: (148.2'-67.0') / 148.2' PROPERTY WIDTH = 55%

MAXIMUM NORTH/SOUTH BUILDING WIDTH CALCULATIONS

MAXIMUM BUILDING WIDTH ALLOWED: 65%
PROVIDED BUILDING WIDTH: 67' BUILDING WIDTH / 160.5' FRONTAGE = 42%

PARKING REQUIRED: (101 UNITS x 1 SPACE / UNIT + 1 SPACE
FOR MANAGER) = 102 SPACES
PARKING PROVIDED: 95 SPACES (INCLUDES 20 DOUBLE STACKED SPACES)

HANDICAP PARKING REQUIRED: 5 SPACES
HANDICAP PARKING PROVIDED: 6 SPACES

BICYCLE PARKING REQUIRED: 5 SPACES
BICYCLE PARKING PROVIDED: 5 SPACES

MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS

536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE 1" = 30' DESIGNED MSD DRAWN RCM CHECKED MSD DATE 06-21-23

DIMENSION PLAN

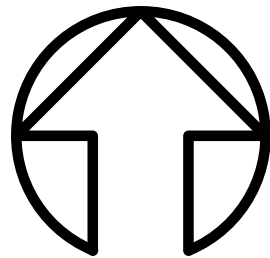
CAMBRIA HOTEL

DAYTONA BEACH SHORES, FLORIDA

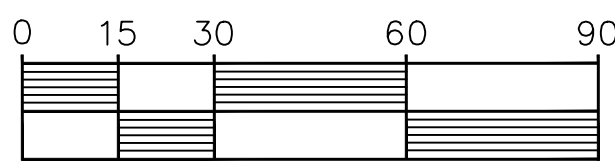
PROJECT NO.
835A

C3

835A-SITE-5



GRAPHIC SCALE



SCALE: 1" = 30'

NCS CONTROL POINTS
CONTROL POINT NAME: 79 78 A 49 FLDNR
RECOVERED N.D. #3612
N: 1764728.34
E: 659615.00

COASTAL CONSTRUCTION
CONTROL LINE - VOLUSIA
COUNTY, RECORDED 1/24/91 IN
O.R. BOOK 3579, PAGES
1550-1576; M.O.R. CCCL BOOK
30, PAGE 20 IN THE PUBLIC
RECORDS OF VOLUSIA COUNTY,
FLORIDA.

APPROXIMATE FLOOD ZONE
BOUNDARY LINE, AS SCALED
FROM THE FLOOD INSURANCE
RATE MAPS

FLOOD ZONE VE

FLOOD ZONE X

SITE DATA

EXISTING ZONING: T-RMF-1
PROPOSED USE: MOTEL

EXISTING EMERALD SHORES HOTEL (SOUTH PROPERTY)

SITE AREA TO MHWL: 1.33 ACRES + 0.34 ACRES = 1.67 ACRES

EXISTING DENSITY: 85 UNITS / 1.67 ACRES = 50.90 UNITS / ACRE

PROPOSED SITE AREA TO MHWL: 1.18 ACRES + 0.32 ACRES = 1.50 ACRES

PROPOSED DENSITY: 85 UNITS / 1.50 ACRES = 56.67 UNITS / ACRE

DESCRIPTION	S.F.	ACRES	%
SITE AREA TO BULKHEAD:	51,431	1.18	100
EXISTING BUILDING:	6,534	0.15	13
CONCRETE AND ASPHALT:	32,833	0.75	63
TOTAL IMPERVIOUS AREA:	39,367	0.90	76
TOTAL PERVIOUS (GREEN) AREA:	12,481	0.28	24

REQUIRED SETBACKS

FRONT: 30'
REAR: 50'
SIDE: 28', EXISTING BUILDING HEIGHT = 79.4'
(MINIMUM 7' FOR BUILDING UP TO 20' OF HEIGHT,
AN ADDITIONAL 1' FOR EACH 3' OF HEIGHT FROM
20' TO 65', AN ADDITIONAL 1' FOR EACH
2.5' OF HEIGHT FROM 65' AND UP.)

PROVIDED GREEN SPACE AREA

FRONT: 1,984 S.F. (43%)
NORTH 21.5' SIDE YARD: 4,363.37 S.F. = 58% > 25% (OK)
SOUTH 26' SIDE YARD: 5,793 S.F. = 61% > 25% (OK)

PROVIDED SETBACKS

FRONT: 211'
REAR: 50'
NORTH SIDE YARD: 21.5'
SOUTH SIDE YARD: 26'

BREEZEWAY CALCULATIONS

MINIMUM BREEZEWAY REQUIRED: 30%
PROVIDED BREEZEWAY: (141.5' - 93.9') / 141.5' PROPERTY WIDTH = 34%

MAXIMUM NORTH/SOUTH BUILDING WIDTH CALCULATIONS

MAXIMUM BUILDING WIDTH ALLOWED: 65%
PROVIDED BUILDING WIDTH: 93.9' BUILDING WIDTH / 154.7' FRONTAGE = 60.7%

MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS

LB 4335

536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE 1" = 30' DESIGNED MSD DRAWN RCM CHECKED MSD DATE 06-21-23

SOUTH PROPERTY EXHIBIT

CAMBRIA HOTEL

DAYTONA BEACH SHORES, FLORIDA

PROJECT NO.
835A

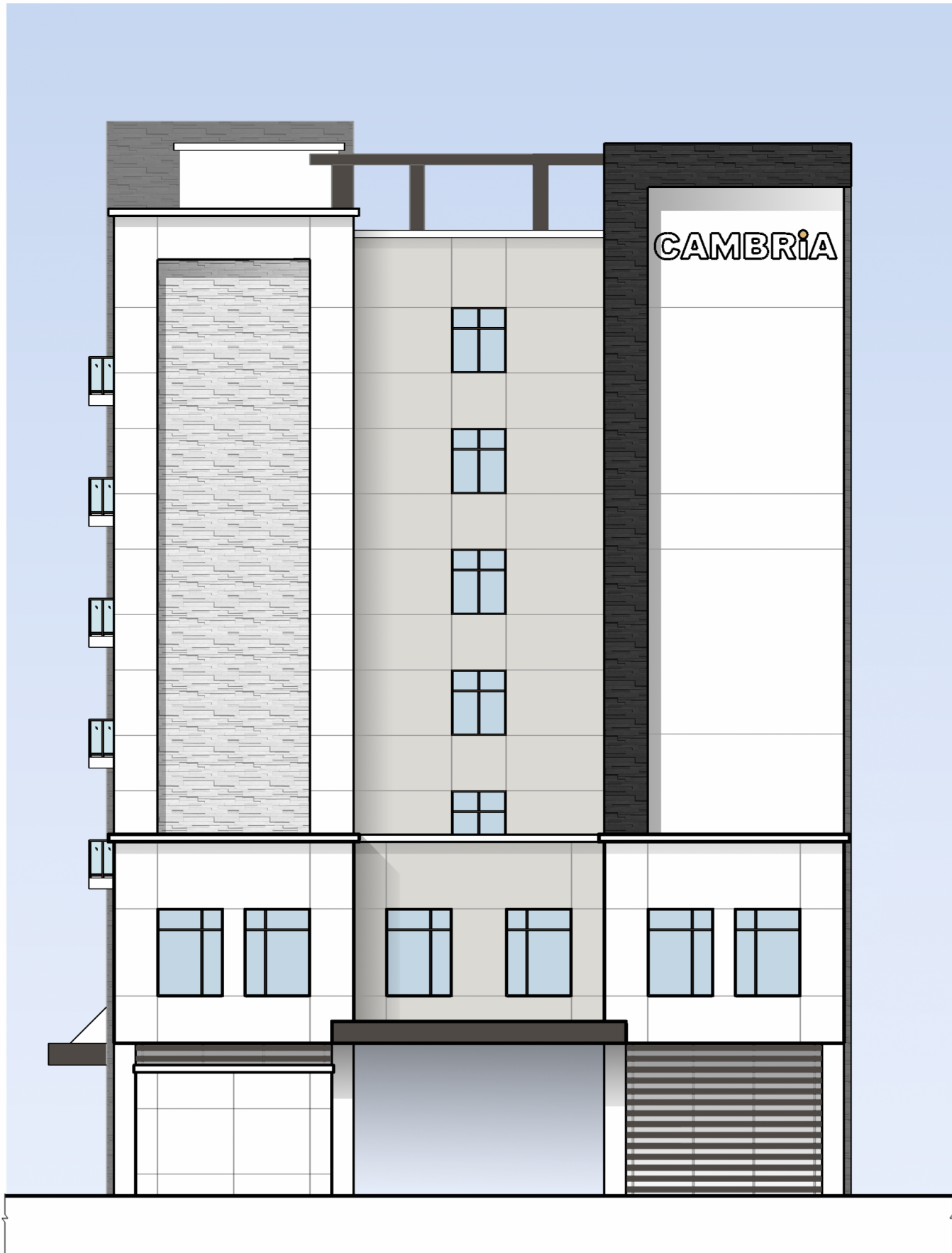
C4

835A-SITE-5



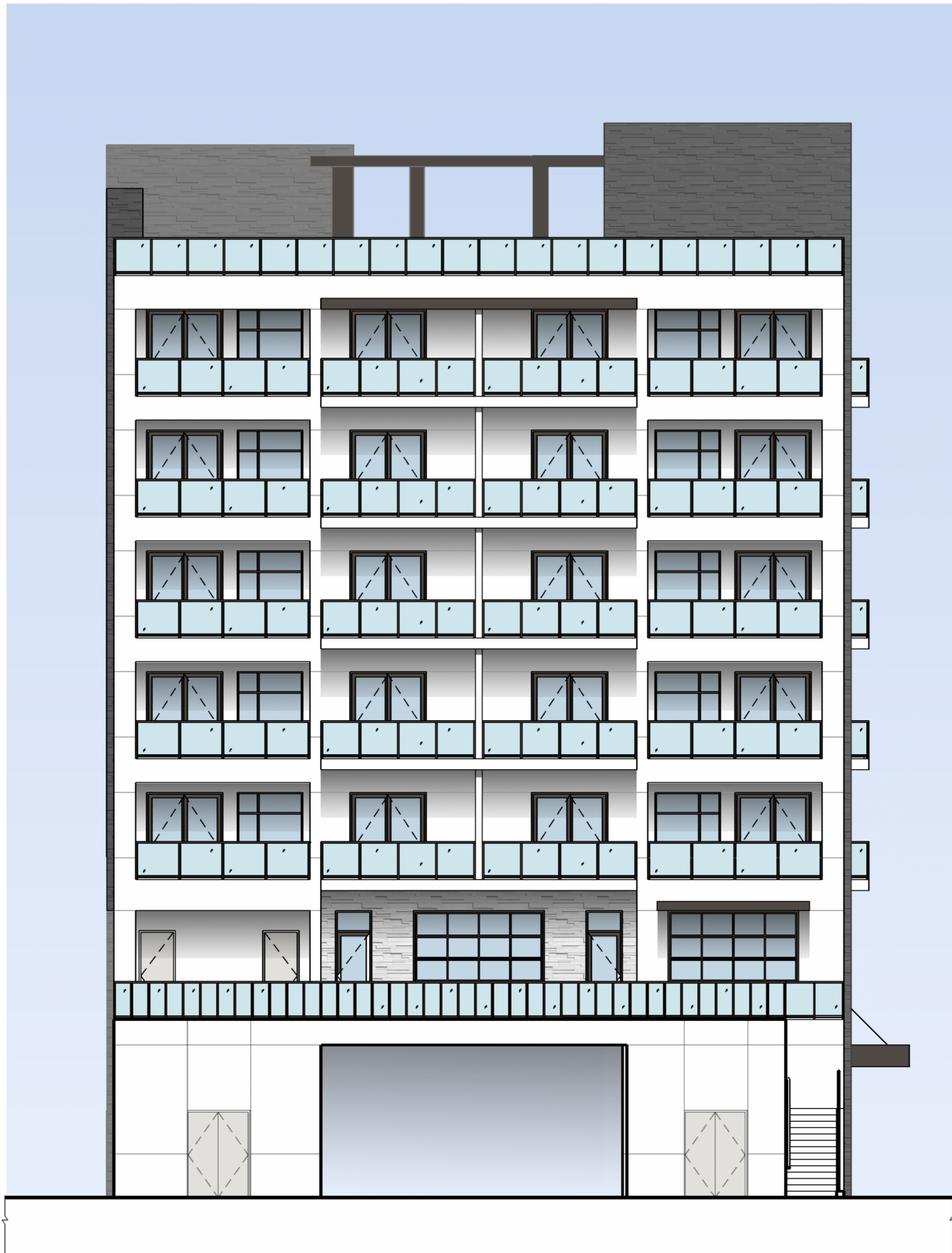


A. Otlich '23



WEST FACADE

FACING A1A



EAST FACADE

FACING BEACH

REVISIONS



CAMBRIA DAYTONA BEACH SHORES:

OWNER/REP.: JAI MOTWANI, PRESIDENT, HOTEL MOTEL, INC., 2231 NORTH OCEAN BOULEVARD, FORT LAUDERDALE, FL 33305
PROJECT LOCATION: 2601 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118
GENERAL CONTRACTOR: TO BE DETERMINED



BRIAN P. FREDLEY, ASSOCIATE AIA, PROJECT MANAGER
DALLAS B. PEACOCK, ARCHITECT
#AR 0009706
207 FAIRVIEW AVENUE
DAYTONA BEACH, FL 32114 PH: (386) 257-6502 FX: (386) 257-1050
EMAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

E & W COLORED ELEVATIONS

DRAWN BY: TEM	CHECKED BY: DBP & BPF
DATE: APRIL 17, 2024	SHT NO.
SCALE:	

ARCHITECT'S / ENGINEER'S SEAL



SOUTH FACADE
FACING EMERALD SHORES



NORTH FACADE
FACING SHERWIN CONDOMINIUM

REVISIONS

HOTEL
RESORT

MOTEL
LOGGING

HMRL

GROUP

CAMBRIA DAYTONA BEACH SHORES:

OWNER/REP.: JAI MOTWANI, PRESIDENT, HOTEL MOTEL, INC., 2231 NORTH OCEAN BOULEVARD, FORT LAUDERDALE, FL, 33305
PROJECT LOCATION: 2601 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL, 32118
GENERAL CONTRACTOR: TO BE DETERMINED

BPF

DESIGN INCORPORATED

Building Design and Architecture

BRIAN P. FREDLEY, ASSOCIATE AIA, PROJECT MANAGER

DALLAS B. PEACOCK, ARCHITECT

#AR 0009706

207 FAIRVIEW AVENUE

DAYTONA BEACH, FL 32114 PH: (386) 257-6502 FX: (386) 257-1050

EMAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

N & S COLORED ELEVATIONS

DRAWN BY: TEM	CHECKED BY: DBP & BPF
DATE: APRIL 17, 2024	SHT NO.
SCALE:	

ARCHITECT'S / ENGINEER'S SEAL

Planning Analysis

SUBJECT: Hotel Motel, LLC and Ocean Investment Corporation propose for the development of a 101-unit, 8-story Cambria Hotel with accessory uses, including, but not limited to, a restaurant open to the public.

ADDRESS: 2601-2613 S. Atlantic Avenue.

PROPERTY OWNER: Daytona Ocean Investment Corporation & Hotel Motel, Inc.

OWNER'S AGENT: Mark Dowst & Associates, Inc.

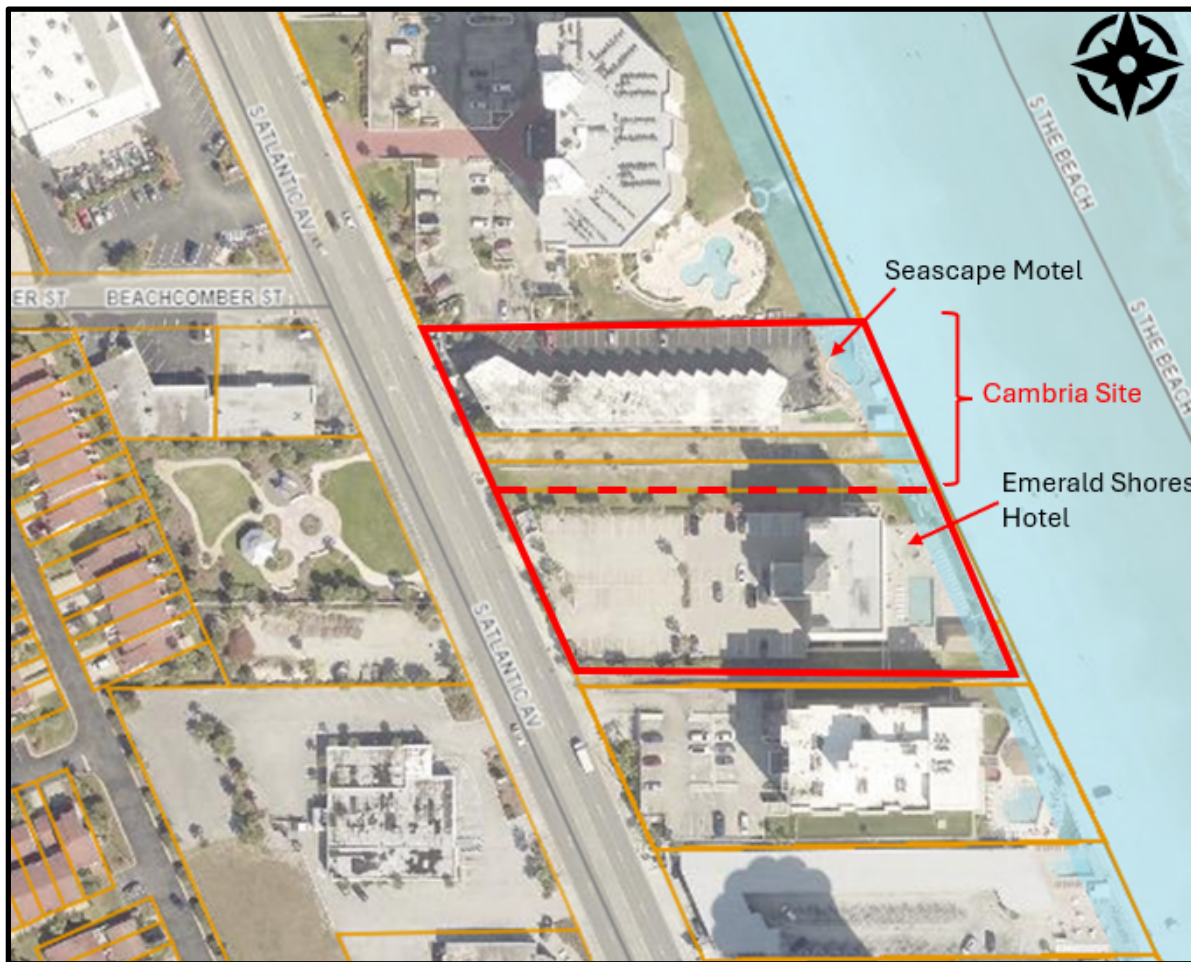
APPLICATION NUMBER: DA12024010

I. INTRODUCTION:

This is a request for a Development Agreement (herein after "Agreement") between the City of Daytona Beach Shores and the Daytona Ocean Investment Corporation/Hotel Motel, LLC. would provide for the development of the properties located at 2601 – 2613 S. Atlantic Avenue (Figure 1). The development would contain a 101-unit, 8-story Cambria Hotel with accessory uses, including, but not limited to, a restaurant open to the public. The Cambria Hotel will be built on the Seascape Motel property and the two southerly nonconforming vacant lots in between the Seascape Motel and the Emerald Shores Hotel. In addition, the northern property line of the Emerald Shores Hotel would also be shifted 11.7 feet south to accommodate the Cambria Hotel development. Among other things, the development agreement addresses the site development concept, entitlements, and the grant of four Land Development Code deviations. The applicant is not seeking any economic development incentives from the City.

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FIGURE 1: Aerial view of 2601-2613 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. Both the assigned land use and zoning allow for the proposed hotel use. The adjacent land uses and zoning designations are as follows in Table 1 below:

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TABLE 1: Abutting Land Uses & Zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Sherwin COA	High Intensity	T-RMF-1 (Hotel/Motel - Multifamily Residential District (High Density))
South	Sandpoint COA	High Intensity	T-RMF-1 (Hotel/Motel - Multifamily Residential District (High Density))
East	Atlantic Ocean	NA	NA
West	(a) Chery Hill Ice Cream (b) Beachcomber Park	Tourist Oriented Commercial	(a) GC-RD (General Commercial Redevelopment District) (b) P (Public Quasi Public District)

If the Agreement is 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 a 101-unit, 8-story Cambria Hotel with accessory uses, including, but not limited to, a restaurant open to the public. The final site plan and development may vary provided they remain in substantial compliance with the framework, consistent with the City's Land Development Code (LDC). 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 five (5) years to receive a final certificate of occupancy.
4. Deviations: To realize number 1 above, four (4) 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.

6. Waiver of Public Beach Access Requirement: Sec. 14-21.4 of the LDC requires that the breezeway/visual corridor shall include a seven-foot dedicated concrete public walkway, constructed by the applicant, from the sidewalks to the beach. An irrigated landscape area of no less than three (3) feet in depth shall be provided along the entire length of the walkway. Under a typical development scenario, the City Commission may waive the requirement to construct a dedicated concrete public walkway from the sidewalks to the beach and the three-foot surrounding landscape area requirement upon making findings that:

- a. The developer shall provide 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. The construction costs estimated shall be provided by the applicant and conducted by an estimator approved by the city; and
- b. At least one (1) public beach access exists within one thousand (1,000) feet of the proposed development.

NOTE: Per Sec. 3.1.f of the Development Agreement, under the development of the Emerald Shores Hotel, a public beach access was previously dedicated to the City. This beach access immediately abuts the Emerald Shores Hotel to the south. The Emerald Shores Hotel property is subject to the proposed development.

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 survey of development site has been provided as exhibits "A" and "B" of the development agreement. The property owners have been identified on the first page of the agreement.

(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 five (5) 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 and SECTION 13. DEVIATIONS GRANTED FROM CODE OF ORDINANCES.

(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 has been provided as Exhibit "C" to the agreement which demonstrates compliance with the applicable land development code regulations, notwithstanding the four deviations (Sec. 13 of the agreement) proposed as part of this 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 currently has direct access to existing public facilities. Any cost to improve public facilities to support the development will be borne by the developer.

(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.

(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 proposed.

(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.

(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.

(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, four (4) proposed deviations from the LDC requirements are found in SECTION 13 of the agreement. **Table 2** below summarizes the deviations requested.

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TABLE 2: Summary of LDC Deviations in Development Agreement

Deviation #	LDC Section	Description of Deviation	Standard Required by LDC	Deviation/Standard proposed (requested)
1.	Section 14-48.6	A deviation from the standard requirements for required parking spaces.	Cambria Development: 102 spaces	Cambria Development: 75 regular spaces provided (note: owner commits to and plans show an additional 20 parking spaces on lifts (double stacked) providing for a total of 95 spaces on site)
2.	Section 14-21.4	A deviation from building setbacks	Cambria: South-35ft Emerald Shores: North-28ft South-28ft East-50ft	Cambria Development: South-11ft Emerald Shores (Existing): North-20ft South-25ft East-42ft
3.	Section 14-48.9	A deviation from the requirement that two loading zones for structures over 100,000 sq. ft. in gross floor area.	Cambria Development: 2 loading zones	Cambria Development: 1 loading zone (+/- 103,341 SF GFA)
4.	Section 14-18.4	A deviation from the requirement of minimum green area on the site.	Cambria Development: 20% minimum	Cambria Development: 17% minimum

(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 3** below was derived to assist the Board's decision-making process:

TABLE 3: 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 the four (4) proposed deviations from the Land Development Code.
2. Waiver of seven (7) foot public walkway requirement (Sec. 14-21.4, LDC) subject to City Commission approval.



**CITY COMMISSION AGENDA MEMORANDUM
MAY 28, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Discussion to include Live Meeting Manager to existing Civic Clerk software

SYNOPSIS:

The current city agenda software can be upgraded to include "Live meeting Manager". This would allow the commission to request to speak, make motions, and vote electronically.

FISCAL IMPACT STATEMENT:

Cost of installation and annual subscription is include as an attachment.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Dependent upon commission action

SUGGESTED MOTION:

Motion to implement live meeting manager.

ATTACHMENT:

1. Daytona Beach Shores FL - LMM
2. live meeting manager screen shots

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-69519-1

4/3/2024 3:32 PM

6/2/2024

Client:

Daytona Beach Shores FL - CivicClerk

Bill To:

Daytona Beach Shores FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hope Padilla		hope.padilla@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	USD 240.00
1.00	CivicClerk System Training (1h, virtual)	CivicClerk System Training (1h, virtual)	USD 180.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Live Meeting Manager Annual Fee	Agenda and Meeting Management Select: Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	USD 1,377.17

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Agenda and Meeting Management Select: Live Meeting Manager Package	CivicClerk Live Meeting Manager Module	USD 0.00

Total Investment - Prorated Year 1	USD 1,797.17
Annual Recurring Services (Subject to Uplift)	USD 1,600.00

Total Days of Quote:314

Initial Term	Beginning at signing and ending 3/30/2025, Renewal Term 3/31 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicClerk billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

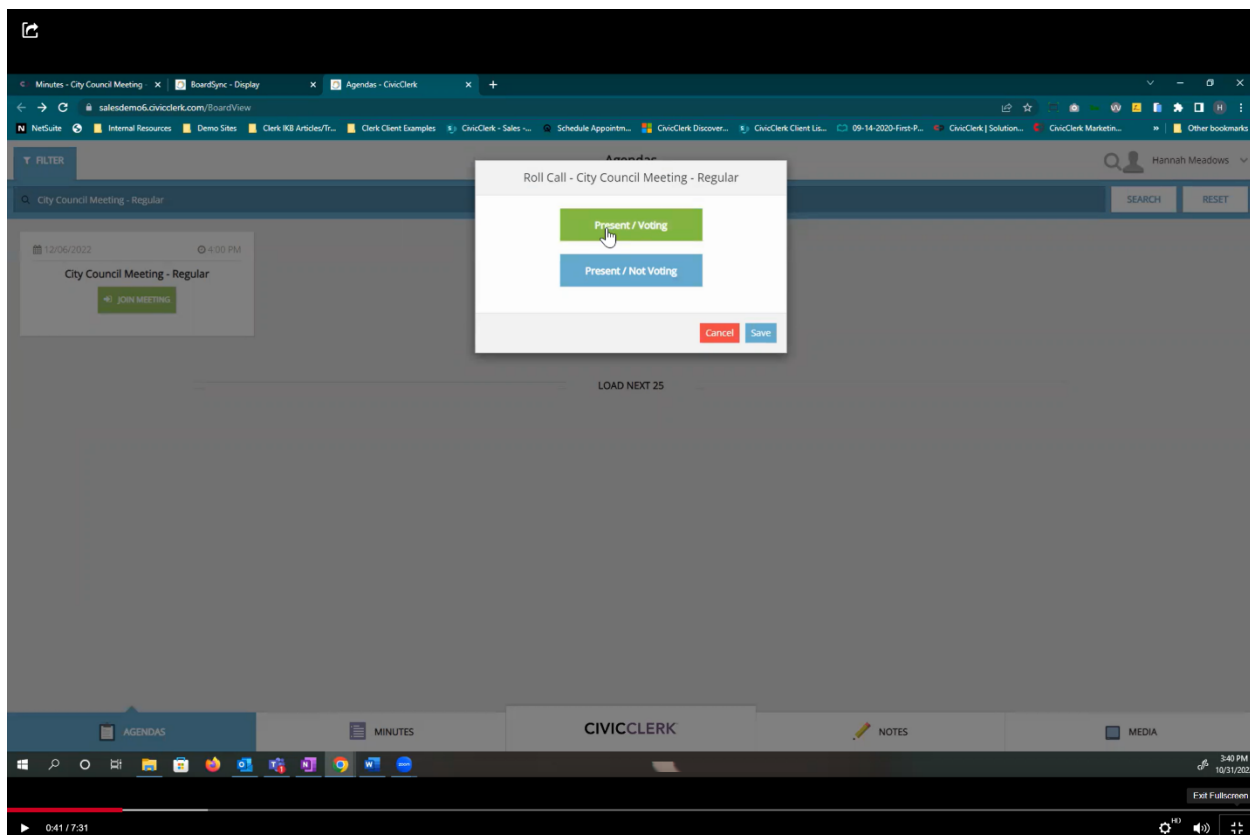
Billing Phone Number:

Billing Email:

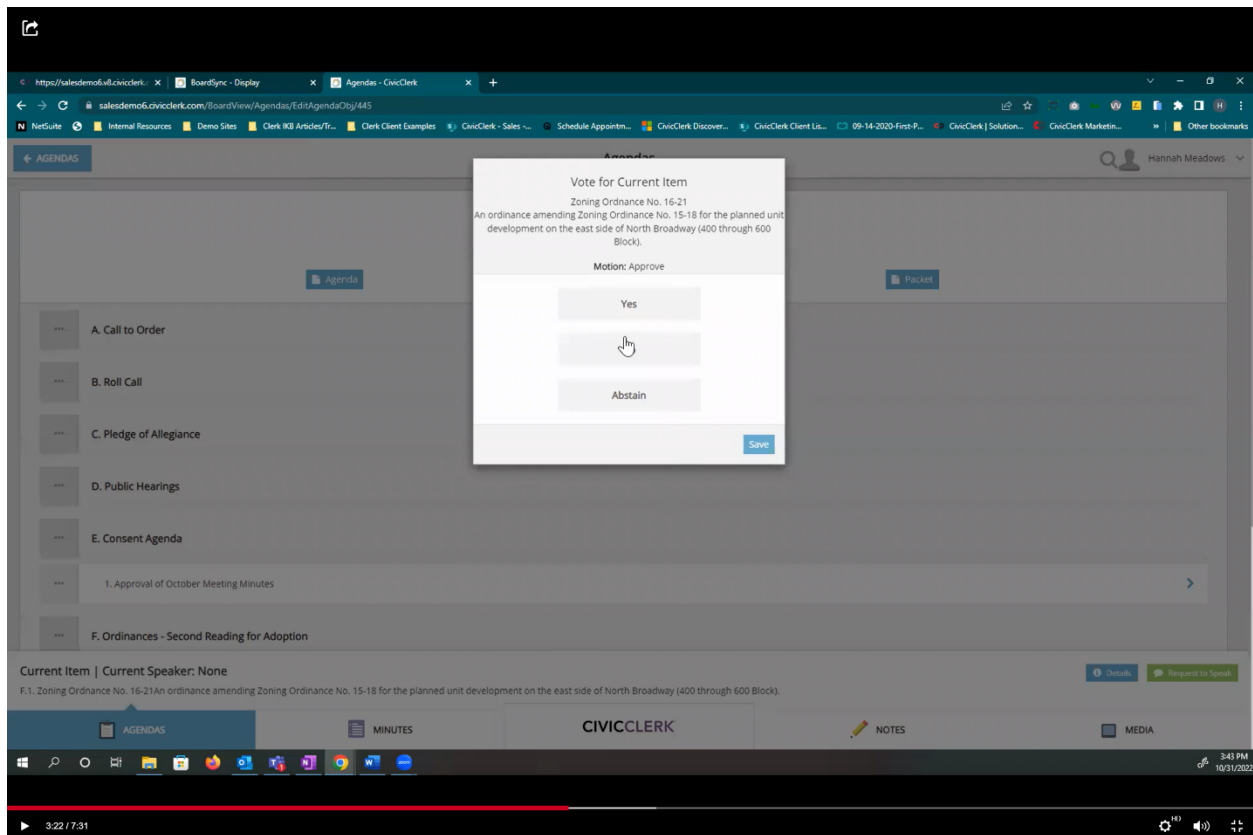
Billing Address:

Mailing Address: (If different from above)

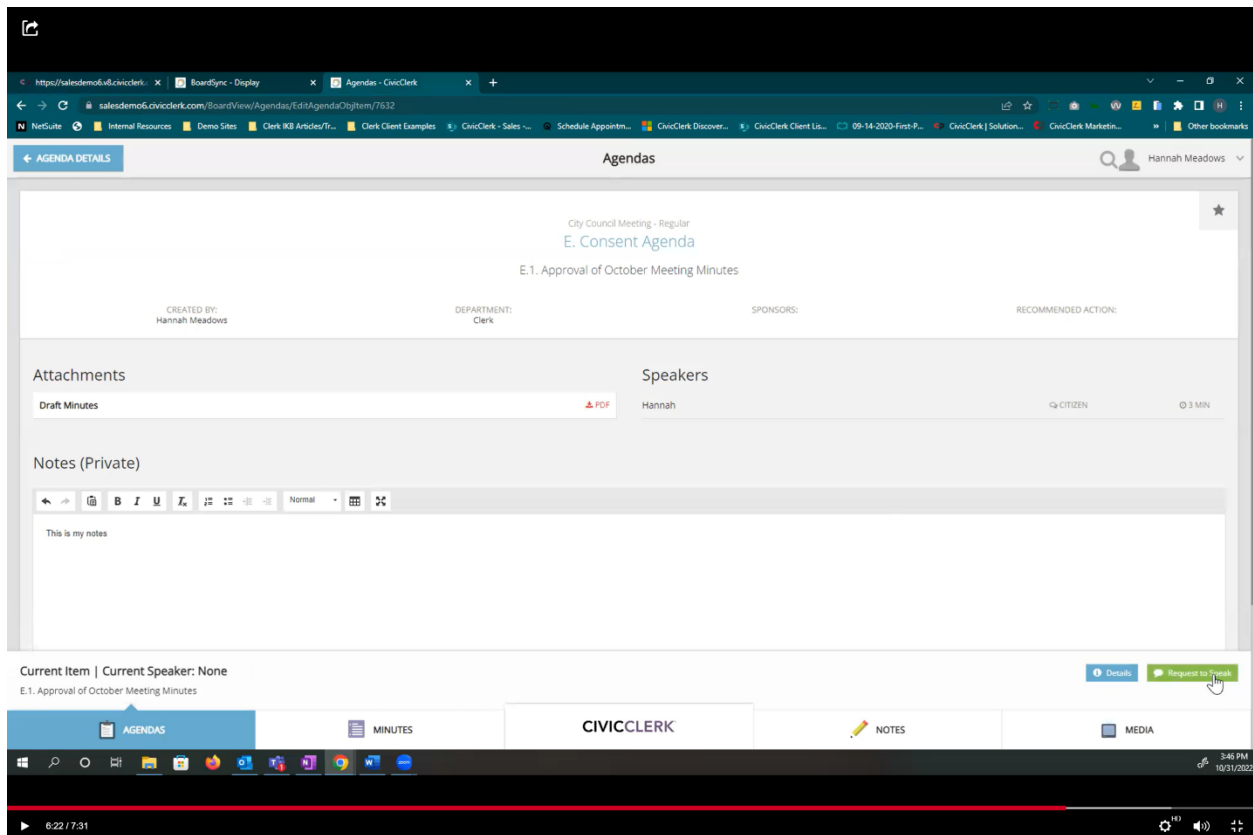
PO Number: (Info needed on Invoice (PO or Job#) if required)



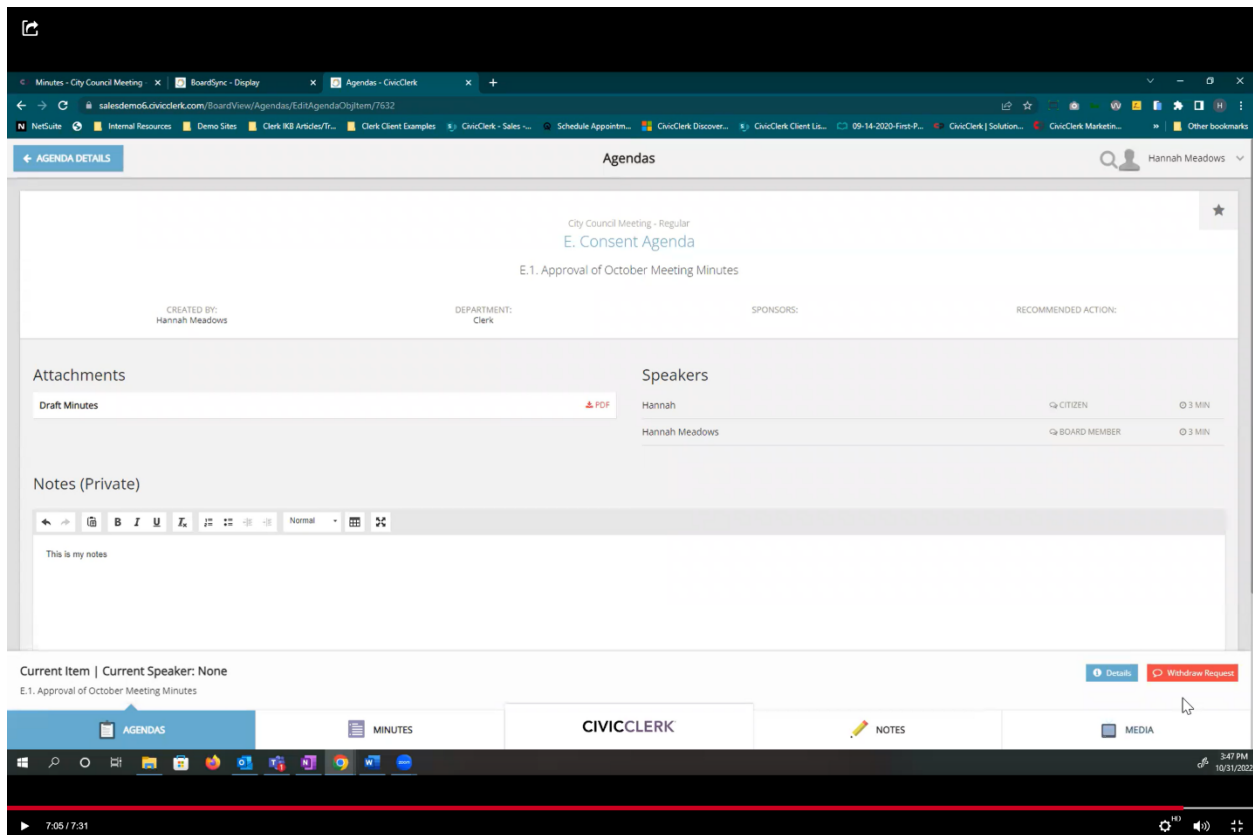
The member will login into the computer and select Present/Voting button and then save.



An example of what online voting will look like for Commission members. You will select yes, no or abstain and hit save. This will update on the City Clerk's minutes software automatically.



This is a screenshot showing the request to speak button in the lower right corner. A member would click that and it would send a notification to the clerk and the Mayor.



Sample of the Mayor's view showing speakers waiting to be heard.



CITY COMMISSION AGENDA MEMORANDUM MAY 28, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Discussion on holding City Commission Meetings once per month

SYNOPSIS:

City Commission requested during the last city commission meeting that an item be added to discuss the possibility of meeting only one time per month.

FISCAL IMPACT STATEMENT:

Dependent upon commission decision.

BACKGROUND:

Requirements for meetings of the city commission as per the city charter are as follows:

Sec. 2.14. Meetings of the city commission.

The organizational meeting of the city commission shall be held at commission chambers or as otherwise designated by motion of the city commission at the first regularly scheduled city commission meeting after the municipal election. The first order of business shall be the administering of the oath of office to the newly-elected members of the city commission and the mayor, if applicable, followed by the election of the vice-mayor. Thereafter the city commission shall meet at such times as may be prescribed by resolution, except that it shall meet regularly no less than once each month. Special meetings may be called by the mayor or any three commissioners who are present in a regular or special meeting upon at least forty-eight (48) hours' notice to each member, served personally, or left at his or her usual place of residence with some member of his or her family over the age of fifteen (15). This time requirement may be waived only by the consent of all commissioners.

The city commission shall take all reasonable steps to ensure timely notice to the public of such special meetings which, at least, shall include notification of the local press and posting notice of the meeting in a central location designated by the commission for that purpose. Any regular or special meeting, on motion adopted by the city commission, may be adjourned and continued to a time certain provided there is compliance with the requirement or public notice.

All regular and special meetings of the city commission, other than the specific exceptions provided by general law, shall be open to the public. All regular meetings shall be held at commission chambers or as otherwise designated by motion of the city commission, but special meetings may be scheduled at any location.

LEGAL REVIEW:

RECOMMENDATION:

Staff has no recommendation at this time however a resolution would be required to formalize any action the commission would request to take.

SUGGESTED MOTION:

Direct staff to bring back a resolution setting future meeting dates and times.

ATTACHMENT: None