



# City of Daytona Beach Shores

*"Life is Better Here"*

*"A Premier, Friendly Place to Be"*

## **AGENDA CITY COMMISSION MEETING AUGUST 27, 2024**

**6:00 PM, Shores Community Center, 3000 Bellemead Drive  
Daytona Beach Shores, FL 32118**

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Commission Chambers. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

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

- B. Community Services Department Monthly Report - July 2024
- C. Approval of Interlocal with County for transportation capacity impacts
- D. Seventh Amendment to Agreement Between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services
- E. June and July Executive Financial Report
- F. 2616 S. Atlantic Avenue Indemnification Agreement Between 91 ONEIDA, LLC and the City of Daytona Beach Shores

**8. QUASI-JUDICIAL HEARING**

- A. Regular Site Plan RSP12023048: SHORES DEPOT - ALL ABOARD STORAGE Interior Storage Facility, 2616 S. Atlantic Avenue

**9. OLD BUSINESS:**

- A. Ordinance 2024-20 Service Use Charge-Lien for Unpaid Bills

**10. NEW BUSINESS:**

- A. Resolution 2024-12 Certifying Election Results
- B. Consideration of Employee Raises
- C. Consideration of City Manager Salary Increase
- D. Approval of New City Manager Evaluation Form
- E. Consideration of moving Alternate Member to Regular status for Planning & Zoning Board
- F. Discussion on Andrinopoulos Park naming rights

**11. CITY ATTORNEY COMMENTS**

**12. CITY MANAGER COMMENTS**

**13. COMMISSION COMMENTS:**

**14. AUDIENCE REMARKS/PUBLIC COMMENTS:**



**15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**

**16. ADJOURNMENT:**

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

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

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

**MINUTES**  
**CITY COMMISSION MEETING**  
**July 23, 2024**  
**3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

**1. CALL TO ORDER BY MAYOR**

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

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

**2. ROLL CALL BY CITY CLERK**

**3. PRAYER**

**4. PLEDGE OF ALLEGIANCE**

**5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**

Mayor Miller read the obituary for Michael Booker and invited everyone to attend his Celebration of Life on July 30th.

**6. APPROVAL OF MINUTES**

A. City Commission Minutes June 25, 2024

**VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve City Commission Minutes June 25, 2024.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

**Yes:** Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card.

**7. CONSENT AGENDA:**

A. PS June monthly report

B. Property & Casualty Insurance and Risk Management Services

C. Community Services Department Monthly Report - June 2024

D. Approval of Master Lift Station Odor Control Replacement Independent Contractor's Agreement: McMahan Construction Co., Inc.

**COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

**Yes:** Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner

Mark Card.

**8. OLD BUSINESS:**

**9. NEW BUSINESS:**

A. Resolution 2024-07: Adoption of the Daytona Beach Shores Wastewater Facility Plan  
City Attorney Waters read the resolution by title only. Community Services Director Cruz explained that the city had applied for a loan and this was a part of the application process.

**VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2024-07 on first reading.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

B. Resolution 2024-11 Adoption of a Proposed Millage Rate for FY 2024-25  
City Attorney Waters read the resolution in its entirety. The tentative millage rate would be 4.5880, an 8.78% increase over the rolled-back rate. If approved in September, the average tax increase for a single family home would be \$133 and for a condominium owner \$108. There were no comments from the audience.

**VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2024-11 on first reading.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

C. Ordinance 2024-20 Service Use Charge-Lien for Unpaid Bills  
The City Attorney read the ordinance by title. Finance Director Irwin explained the proposed ordinance would assist in recording liens in a more timely manner for utility bills.

**VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2024-20 on first reading.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

D. Pedestrian Beach Access At Sanibel Condominium, 3799 S. Atlantic Avenue  
Community Services Director Stewart Cruz asked for staff direction to either accept or vacate interest in the beach access. He provided a brief background stating that the city had been maintaining the access since it was opened in 2008. It was destroyed in 2022 by the hurricanes. While trying to apply for FEMA reimbursement, staff discovered the access was not owned by the city. Pictures were shown both pre-storm and current of the access. Attorney Robert Case, who represented the owners of the Sanibel Condominium, stated it was his opinion that by common law the city had taken ownership. The owners would like the city to continue maintaining the beach access as there are liability issues with ownership. It was stated that there is an existing county-owned sidewalk on the

south side of the adjacent beach ramp that pedestrians can use to gain entry to the beach. After a brief discussion, the consensus was to vacate the pedestrian access and provide up to \$25,000 in funds to landscape/rebuild the area.

**COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to vacate the Pedestrian Beach Access At Sanibel Condominium and partner for a maximum of \$25,000.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

#### **10. CITY ATTORNEY COMMENTS**

There were no additional comments or concerns from the City Attorney.

#### **11. CITY MANAGER COMMENTS**

City Manager Swartzlander stated that the hurricane grant from the State of Florida had been extended to \$600,000. He encouraged residents to re-apply for additional funding. The My Safe FL condo pilot program for hardening projects started July 1st. He reminded everyone that the first meeting in September would be on the 9th, which is a Monday night. He thanked the city commission for their discussion and comments on his salary adjustment and evaluation.

#### **12. COMMISSION COMMENTS:**

Mayor Miller provided details on upcoming events. Comm. Conomos expressed his appreciation for Officer Jackson who assisted in picking up fliers that were blowing on S. Atlantic Avenue. Vice Mayor Politis gave an update on the recent TPO meeting he attended. The entire commission expressed condolences to the Booker family and shared fond memories of working with Mike.

#### **13. AUDIENCE REMARKS/PUBLIC COMMENTS:**

Tracy Keller, a board member from the PO/SD Chamber of Commerce, provided an update on future events.

Marie Nelson inquired about having a crosswalk installed near Sea Spray Avenue. She also stated that there was handicap parking available but no ADA ramp to the beach in close proximity.

#### **14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**

There were no additional items recommended for the next agenda.

#### **15. ADJOURNMENT:**

The meeting ended at 7:30 pm.

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**MAYOR  
NANCY MILLER**

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**CITY MANAGER  
KURT D. SWARTZLANDER**

**ATTEST:**

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**CITY CLERK, CHERI SCHWAB**

**MINUTES**  
**CITY COMMISSION WORKSHOP**  
**July 23, 2024**  
**3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

**1. CALL TO ORDER BY MAYOR**

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

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

**2. ROLL CALL BY CITY CLERK**

**3. NEW BUSINESS:**

**A. Discussion on City Manager Salary**

Mayor Miller explained that per the city charter, the City Manager must have an annual evaluation, but there is no formal process to provide a salary increase. The City Manager scored extremely high this year. She inquired what the general employees would receive for their evaluations and was informed that generally it is a 2-4% increase. This year, the budget includes the normal merit increase plus an additional \$1/hour increase on October 1st and an additional \$1/hour increase on April 1st for all employees. The Mayor proposed a \$1/ hour increase on Oct 1st and another \$1/hour increase on April 1st for the City Manager. Vice Mayor Politis suggested a 5% increase across the board for everyone on staff to help morale, battle inflation and decrease turnover. The remaining commissioners agreed with the Mayor's proposal and felt the City Manager was doing a great job. With no votes allowed during a workshop, the Mayor got consensus that beginning Oct. 1st the City Manager's salary would increase to \$167,080 and on April 1st it would increase to \$169,160.

**B. Discussion on City Manager Evaluation Forms**

Commissioner Conomos provided evaluations from neighboring cities to be considered. Many of the forms were very similar, but he particularly liked Debary, Orange City and Lake Helen. The commission took the time to review the Orange City evaluation in detail. They agreed on using the form but adding more of an area for comments/concerns and also a column for N/A. The Mayor would like to include a section titled stop/start/continue. Instructions would be included that if a score of N/A is used, it will not be counted against the city manager's total score. It was agreed to include a revised evaluation form and consideration of the City Manager's salary in the August agenda.

**C. Discussion on 2024-2025 Budget**

Finance Director Lory Irwin began the budget discussion. The proposed rate is the same as this year's current rate of 4.588 mills, which will be seen as a tax increase over the rolled-back rate (4.2175). Under personnel costs: staff is considering switching health insurance carriers for a decrease of 11%; to assist in retainage and recruitment, along with a merit increase, an additional \$1/hour for all employees on October 1st and again on April 1st. The merit increase range is from 2% to 4.89%. Vice Mayor Politis would like to see a higher percentage given as he felt employees are the most valuable resource. After a brief discussion, Director Irwin was asked to calculate an increase in the merit range from 2.25% to 5.25% versus an increase in the additional amount to \$1.30/hour.

Highlights for general government were: FPL utility box covers phase II, maintaining outside building inspection services, city hall interior painting and elevator upgrades, training on pickleball and tennis court maintenance. Highlights for the Enterprise fund were: addition of a Project Manager, and training opportunities. The 5-year capital plan was reviewed. Both general and public safety vehicle replacement are included along with parking lot enhancements. IT infrastructure upgrade and building maintenance. Crosswalks were discussed in regard to new ones being installed. One at Sea Spray should be in the design stage next year. A study from 2015 was handed out, but the commission discussed the need for a more current study. The dates for budget adoption are September 9th and 24th.

#### **4. ADJOURNMENT:**

The meeting ended at 5:26 pm.

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**MAYOR  
NANCY MILLER**

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**CITY MANAGER  
KURT D. SWARTZLANDER**

**ATTEST:**

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**CITY CLERK, CHERI SCHWAB**



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

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Joanne Sweeney, Admin Asst

**SUBJECT:** July Public Safety report

**SYNOPSIS:**

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:** 1. July Public Safety 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 JULY 2024**

|                                      | <i>Jul-24</i> | <i>24/YTD</i> | <i>Jul-23</i> | <i>23/YTD</i> |
|--------------------------------------|---------------|---------------|---------------|---------------|
| <i>Police Related Calls</i>          | 2,024         | 10,673        | 1,918         | 13,081        |
| <i>Fire Related Calls</i>            | 92            | 488           | 93            | 497           |
| <i>Rescue Related Calls</i>          | 80            | 432           | 74            | 412           |
| <i>Fire Related Alarms Sounding</i>  | 23            | 162           | 23            | 135           |
| <i>Traffic Citations</i>             | 171           | 1,097         | 156           | 1,297         |
| <i>Written Warnings</i>              | 180           | 775           | 34            | 218           |
| <i>Building Inspections</i>          | 36            | 309           | 36            | 414           |
| <i>Arrests: Adults</i>               | 17            | 158           | 31            | 230           |
| <i>Juveniles</i>                     | 0             | 4             | 0             | 4             |
| <i>City Ordinance Charges</i>        | 0             | 2             | 0             | 3             |
| <i>Florida State Statute Charges</i> | 19            | 191           | 34            | 380           |
| <i>Accidents: Total</i>              | 20            | 98            | 28            | 109           |
| <i>Street/Highway</i>                | 13            | 53            | 21            | 77            |
| <i>Parking Lot</i>                   | 7             | 45            | 7             | 39            |

**Michael Fowler, Public Safety Director**

①  
08-05-24



**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**

**JULY 2024 STATISTICS**

| <b>FIRE CALLS</b>                    | <b>CURRENT MONTH</b> | <b>YEAR TO DATE</b> | <b>PRIOR YEAR</b> |
|--------------------------------------|----------------------|---------------------|-------------------|
| STRUCTURE FIRES                      | 0                    | 3                   | 7                 |
| HAZARDOUS CONDITIONS                 | 3                    | 17                  | 84                |
| VEHICLE FIRES                        | 1                    | 1                   | 1                 |
| BOAT FIRES                           | 0                    | 1                   | 0                 |
| OTHER FIRES NOT LISTED               | 4                    | 10                  | 21                |
| VEHICLE CRASHES<br>W/ENGINE RESPONSE | 0                    | 7                   | 19                |
| SERVICE CALLS                        | 68                   | 419                 | 473               |
| FIRE ALARMS                          | 23                   | 179                 | 270               |
| CANCELLED EN ROUTE                   | 16                   | 126                 | 198               |
| TOTALS                               | 115                  | 763                 | 1073              |

| <b>INSPECTIONS</b>    | <b>CURRENT MONTH</b> |                  | <b>YEAR TO DATE</b> |                  | <b>PRIOR YEAR</b> |                  |
|-----------------------|----------------------|------------------|---------------------|------------------|-------------------|------------------|
|                       | <b>INITIAL</b>       | <b>FOLLOW-UP</b> | <b>INITIAL</b>      | <b>FOLLOW-UP</b> | <b>INITIAL</b>    | <b>FOLLOW-UP</b> |
| HIGH RISE             | 8                    | 4                | 29                  | 39               | 58                | 48               |
| HOTEL/MOTEL           | 0                    | 1                | 23                  | 26               | 52                | 41               |
| ASSEMBLY              | 1                    | 0                | 1                   | 0                | 1                 | 2                |
| MERCANTILE            | 2                    | 0                | 30                  | 13               | 38                | 13               |
| RESTAURANT            | 2                    | 0                | 10                  | 5                | 24                | 14               |
| BUSINESS              | 5                    | 2                | 72                  | 16               | 101               | 22               |
| OTHER                 | 10                   | 0                | 78                  | 0                | 209               | 44               |
| CONSTRUCTION          | 0                    | 0                | 0                   | 0                | 36                | 8                |
| OCCUPATIONAL LICENSES | 0                    | 0                | 0                   | 0                | 0                 | 0                |
| APARTMENTS/CONDO      | 1                    | 0                | 33                  | 21               | 44                | 26               |
| TOTALS                | 29                   | 7                | 276                 | 120              | 563               | 218              |

**PLANS EXAMINATION HOURS: 6 HRS**

**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**  
**JULY 2024 STATISTICS**

| EMS CALLS | CURRENT MONTH | YEAR TO DATE | PRIOR YEAR |
|-----------|---------------|--------------|------------|
| ALS CALLS | 59            | 262          | 491        |
| BLS CALLS | 21            | 241          | 548        |
| TOTALS    | 80            | 503          | 1039       |

# POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-07-01 through 2024-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

| DESCRIPTION              | SIGNAL | TOTAL CALLS | % OF ALL CALLS | DAILY AVG |
|--------------------------|--------|-------------|----------------|-----------|
| MISCELLANEOUS LE CALL    | MISC   | 410         | 20.26 %        | 13.23     |
| TRAFFIC STOP             | TS     | 407         | 20.11 %        | 13.13     |
| EXTRA PATROL             | EP     | 290         | 14.33 %        | 9.35      |
| PROPERTY CHECK           | PRC    | 180         | 8.89 %         | 5.81      |
| DIRECTED PATROL REQUEST  | DPR    | 62          | 3.06 %         | 2.00      |
| SUSP PERSON              | SPER   | 61          | 3.01 %         | 1.97      |
| MEDICAL EMERGENCY        | MED1   | 49          | 2.42 %         | 1.58      |
| SUSPECT STOP             | SS     | 36          | 1.78 %         | 1.16      |
| TELEPHONE HANDLE         | THC    | 36          | 1.78 %         | 1.16      |
| FIRE ALARM               | ALARMF | 24          | 1.19 %         | 0.77      |
| TOWED VEHICLE            | TOW    | 20          | 0.99 %         | 0.65      |
| WALKUP                   | WALKUP | 20          | 0.99 %         | 0.65      |
| ELEVATOR CALL            | ELEV   | 19          | 0.94 %         | 0.61      |
| RADAR                    | RADAR  | 18          | 0.89 %         | 0.58      |
| DISTURBANCE              | DIST   | 17          | 0.84 %         | 0.55      |
| SUSP VEHICLE             | SVEH   | 17          | 0.84 %         | 0.55      |
| INVESTIGATION            | INV    | 16          | 0.79 %         | 0.52      |
| SUSP INCIDENT            | SINC   | 16          | 0.79 %         | 0.52      |
| TRESPASSERS              | TRES   | 15          | 0.74 %         | 0.48      |
| FALL- NON EMERGENCY      | TRAU3  | 14          | 0.69 %         | 0.45      |
| MVA                      | MV     | 14          | 0.69 %         | 0.45      |
| RECKLESS DRIVER          | RD     | 14          | 0.69 %         | 0.45      |
| WALK & TALK              | WT     | 14          | 0.69 %         | 0.45      |
| 911 CK/OPEN LINE         | 911CK  | 13          | 0.64 %         | 0.42      |
| WELL BEING CHECK         | WBC    | 12          | 0.59 %         | 0.39      |
| SPECIAL DETAIL           | SDL    | 11          | 0.54 %         | 0.35      |
| BLS - MED/TRAUMA         | BLS3   | 10          | 0.49 %         | 0.32      |
| HIT&RUN MVA              | MVHR   | 8           | 0.40 %         | 0.26      |
| STEP ZONE                | STP    | 8           | 0.40 %         | 0.26      |
| WARRANT                  | WAR    | 8           | 0.40 %         | 0.26      |
| FOUND PROPERTY           | PROPF  | 7           | 0.35 %         | 0.23      |
| MEDICAL NON-EMERG        | MED2   | 7           | 0.35 %         | 0.23      |
| ATT TO CONTACT           | ATC    | 6           | 0.30 %         | 0.19      |
| FIGHT                    | FIGHT  | 6           | 0.30 %         | 0.19      |
| INFORMATION GIVEN        | INFO   | 6           | 0.30 %         | 0.19      |
| MENTALLY ILL PER         | MIP    | 6           | 0.30 %         | 0.19      |
| SHOPLIFTING              | SHOP1  | 6           | 0.30 %         | 0.19      |
| ASSAULT/BATTERY          | ABAT   | 5           | 0.25 %         | 0.16      |
| ESCORT                   | ESCORT | 5           | 0.25 %         | 0.16      |
| FIREWORKS                | FIREWK | 5           | 0.25 %         | 0.16      |
| TRAUMA EMERGENCY         | TRAU1  | 5           | 0.25 %         | 0.16      |
| UNCONSCIOUS              | UNC    | 5           | 0.25 %         | 0.16      |
| VANDALISM                | VAND   | 5           | 0.25 %         | 0.16      |
| ZONE ACCOUNTABILITY PATR | ZAP    | 5           | 0.25 %         | 0.16      |
| BUSINESS ALARM           | ALARMB | 4           | 0.20 %         | 0.13      |
| ILLEGAL PARKING          | PARK   | 4           | 0.20 %         | 0.13      |

# POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-07-01 through 2024-07-31

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      |
| TEST LE CALL             | TEST   | 4           | 0.20 %         | 0.13      |
| THEFT                    | THEFT  | 4           | 0.20 %         | 0.13      |
| ASSIST                   | ASST   | 3           | 0.15 %         | 0.10      |
| BOLO                     | BOLO   | 3           | 0.15 %         | 0.10      |
| DANGEROUS COND FD        | DCFD   | 3           | 0.15 %         | 0.10      |
| DOMESTIC DISTURBANCE     | DV     | 3           | 0.15 %         | 0.10      |
| FIRE OUTSIDE STRUCTURE   | FOS    | 3           | 0.15 %         | 0.10      |
| FLAG DOWN                | FLAG   | 3           | 0.15 %         | 0.10      |
| LOST PROPERTY            | PROPL  | 3           | 0.15 %         | 0.10      |
| STROKE / CVA             | CVA    | 3           | 0.15 %         | 0.10      |
| STRUC FIRE COMM/HIGHRISE | SFCH   | 3           | 0.15 %         | 0.10      |
| SUICIDAL PERSON          | SP     | 3           | 0.15 %         | 0.10      |
| TRAUMA CRITICAL          | TRAUE  | 3           | 0.15 %         | 0.10      |
| WELL BEING CHECK MEDICAL | WBCF   | 3           | 0.15 %         | 0.10      |
| ANIMAL COMPLAINT         | AC     | 2           | 0.10 %         | 0.06      |
| ASSIST AGENCY            | ASSIST | 2           | 0.10 %         | 0.06      |
| BURGLARY                 | BURG   | 2           | 0.10 %         | 0.06      |
| CIVIL COMPLAINT          | CIVIL  | 2           | 0.10 %         | 0.06      |
| DEAD PERSON              | DEAD   | 2           | 0.10 %         | 0.06      |
| DRUNK DRIVER             | DUI    | 2           | 0.10 %         | 0.06      |
| DRUNK PERSON             | IP     | 2           | 0.10 %         | 0.06      |
| FRAUD                    | FRAUD  | 2           | 0.10 %         | 0.06      |
| JUVENILE                 | JUV    | 2           | 0.10 %         | 0.06      |
| MISSING PERSON RECOVERED | MPR    | 2           | 0.10 %         | 0.06      |
| NARCOTICS                | NARC   | 2           | 0.10 %         | 0.06      |
| ROAD OBSTRUCTION         | RDOB   | 2           | 0.10 %         | 0.06      |
| VEH FIRE                 | VF     | 2           | 0.10 %         | 0.06      |
| ARMED ROBBERY            | AROB   | 1           | 0.05 %         | 0.03      |
| ATTEMPTED SUICIDE        | ASUI   | 1           | 0.05 %         | 0.03      |
| BRUSH FIRE               | BF     | 1           | 0.05 %         | 0.03      |
| CARBREAK                 | CB     | 1           | 0.05 %         | 0.03      |
| CARDIAC ARREST           | CPR    | 1           | 0.05 %         | 0.03      |
| CIVIL SERVICE            | CIVILS | 1           | 0.05 %         | 0.03      |
| DISABLED VEHICLE         | DAV    | 1           | 0.05 %         | 0.03      |
| FIRE OUT                 | FOUT   | 1           | 0.05 %         | 0.03      |
| FLEEING DRIVER           | FLEE   | 1           | 0.05 %         | 0.03      |
| HARRASSING CALLS         | HCALL  | 1           | 0.05 %         | 0.03      |
| HAZ COND/MAJOR INC       | HZMMI  | 1           | 0.05 %         | 0.03      |
| LIVE 911                 | L911   | 1           | 0.05 %         | 0.03      |
| MEDICAL UNKNOWN          | ALARMM | 1           | 0.05 %         | 0.03      |
| MISSING PERSON           | MP     | 1           | 0.05 %         | 0.03      |
| MVA W/ INJURIES          | MVI    | 1           | 0.05 %         | 0.03      |
| NOISE                    | NOISE  | 1           | 0.05 %         | 0.03      |
| PRISONER TRANS           | PT     | 1           | 0.05 %         | 0.03      |
| RECOVERED SIG 10         | SVR    | 1           | 0.05 %         | 0.03      |

# POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-07-01 through 2024-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

| DESCRIPTION              | SIGNAL | TOTAL CALLS | % OF ALL CALLS | DAILY AVG |
|--------------------------|--------|-------------|----------------|-----------|
| REPOSSESSED VEH          | REPO   | 1           | 0.05 %         | 0.03      |
| SEX OFFENSE              | SO     | 1           | 0.05 %         | 0.03      |
| SMOKE IN STR COMM/HIRISE | SMISCH | 1           | 0.05 %         | 0.03      |
| SOLICITORS               | SOL    | 1           | 0.05 %         | 0.03      |
| STOLEN VEHICLE           | SV     | 1           | 0.05 %         | 0.03      |
| STRUCTURE FIRE           | SF     | 1           | 0.05 %         | 0.03      |
| TOTAL CALLS:             |        | 2,024       | 100.00%        | 65.29     |

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

*TRAINING SEMINARS ATTENDED*

*Month of July 2024*

|                        |                  |                                               |
|------------------------|------------------|-----------------------------------------------|
| <i>Jessica Long</i>    | <i>7/15</i>      | <i>Background Investigations<br/>Clermont</i> |
| <i>Norman Medders</i>  | <i>7/16-19</i>   | <i>NIMS ICS All Hazards<br/>Winter Park</i>   |
| <i>Enrique Rosario</i> | <i>7/29-7/31</i> | <i>First Line Supervisor<br/>Palm Bay</i>     |



**Daytona Beach Shores Department of Public Safety**  
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Office 386-763-5333

## **MONTHLY REPORT FOR JULY 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:**

|                         |          |
|-------------------------|----------|
| Add refrigerant         | veh #142 |
| Replace serpentine belt | veh #167 |
| Replace alternator      | veh #162 |



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

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Stewart Cruz, Community Services Director

**SUBJECT:** Community Services Department Monthly Report - July 2024

**SYNOPSIS:**

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:**

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



# PUBLIC WORKS & SEWER DIVISIONS

## MONTHLY REPORT - JULY 2024

### **FACILITIES MAINTENANCE DIVISION:**

This division currently contains 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: Wrap insulation around pipes and floor drain in Commission room and kitchen, check and refer server room entry problem to IT, get fire extinguishers up to date and replace outside air temp sensor on air handler
- Public Works: Assisted parks and streets division with cleaning, sanding and repainting light fixtures and bollards
- Public Safety: Assisted with getting the new fire bay doors operating correctly, made a new drain for the AC in the evidence/gym building, replaced a threshold in the second floor kitchen area, bathroom flusher repairs, repair hot water heater 2<sup>nd</sup> floor, assisted in chiller repair, trouble shot problem with city sign electric issue and worked on quotes for fleet AC work
- City Hall: Trouble shot and repaired the exit door in finance, worked on getting 2<sup>nd</sup> floor AC working correctly, tried to fix but

ultimately had to replace 2<sup>nd</sup> floor refrigerator and worked on quotes for 3<sup>rd</sup> floor carpet cleaning

- Urgent Care: Diagnosed and repaired leaking roof

## **PARKS / STREETS DIVISION:**

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

### **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:**

- Repaired railing on Tuscany and Ocean Villas walkovers
- Replaced a back flow and repaired toilets at Fornari park
- Pressure washed city park signs
- Repaired a sink hole on Sunrise Blvd.
- Removed rock and pavers around old City monument sign in front of public safety for new sign install
- Ripped out and replanted plants by the shuffleboard courts, replaced the swing set mats, replaced the monkey bar posts, repaired a water main break and anchored down parking blocks in different positions at McElroy Park

- Replaced the pedestrian sign at the Florida Shores crosswalk
- Welded a repair to one of the streets trailers
- Grounded down high concrete on sidewalks at numerous areas around the city
- Fixed an irrigation break in the Community Center parking lot

Electrician:

- No information is available due to electrician leaving the city.

### **SEWER DIVISION:**

This division typically has three sewer techs and one sewer supervisor. During the month of July, the division was down one sewer tech.

#### **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 – 41
- Electrical locates - 27
- Sewer credit meter read - 0
- Clean hydro meter at master station
- Raised clean out box at 3724 Cardinal Boulevard
- Turned off two 40ft poles for turtle nests and changed out two decorative light bulbs to turtle friendly bulbs, which is typically under the electrician portfolio
- Assisted with repair of a neutral wire at station 1
- Started painting station floors

# City of Daytona Beach Shores

## Planning & Building Division Statistics

### Monthly Report – July, 2024

## Planning Division

### Site Plans - Submittals and Approvals:

Submitted this Month: 2  
 Submitted this Fiscal Year: 7  
 Approved by Staff this Month: 0  
 Approved by Staff this Fiscal Year: 1  
 Approved by City Council this Month: 0  
 Approved by City Council 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  |
|-------------------------|---------------------------------------|------|----------------------------------------------------|-------------|----------|
| Carpenter Residence     | 3043 South Atlantic Avenue, Unit 1004 | 7/1  | Remodel kitchen and 2 bathrooms                    | \$30,000.00 | \$238.31 |
| Radiology Associates PA | 3048 South Atlantic Avenue            | 7/2  | Electric remodel of interior space                 | \$13,700.00 | \$47.50  |
| Marriott Residence Inn  | 3209 South Atlantic Avenue            | 7/3  | Replace 1 monument and 2 wall signs                | \$11,000.00 | \$119.11 |
| Grand Coquina           | 3333 South Atlantic Avenue            | 7/3  | Replace windows in club room, office, and gym      | \$10,101.00 | \$120.55 |
| Shoemaker Residence     | 2937 South Atlantic Avenue, Unit 1502 | 7/5  | Tub to shower conversion, replace vanity           | \$20,000.00 | \$182.96 |
| Tully Residence         | 105 Broad Avenue                      | 7/8  | Add brick paver driveway and walkway               | \$16,610.00 | \$166.82 |
| Paul Residence          | 1925 South Atlantic Avenue, Unit 901  | 7/8  | Change out 3 ton straight cool system              | \$10,933.00 | \$110.50 |
| South Shore Motel       | 3225 South Atlantic Avenue            | 7/9  | Repair cement, replace window glass, east building | \$11,000.00 | \$120.55 |
| Zimba Residence         | 2515 South Atlantic Avenue, Unit 807  | 7/9  | Replace 1 entry door                               | \$14,590.00 | \$154.75 |
| Slobe Residence         | 2967 South Atlantic Avenue, Unit 502  | 7/16 | Replace sliding glass door                         | \$26,990.00 | \$221.25 |
| Marti Residence         | 2937 South Atlantic Avenue, Unit 504  | 7/16 | Replace sliding glass door                         | \$18,300.00 | \$117.58 |

| PROJECT                      | WORK ADDRESS                          | DATE | WORK DESCRIPTION                                      | VALUE        | REVENUE    |
|------------------------------|---------------------------------------|------|-------------------------------------------------------|--------------|------------|
| Milazzo Residence            | 2403 South Atlantic Avenue, Unit 709  | 7/16 | Change out 3 ton heat pump split system               | \$11,942.00  | \$117.10   |
| Organic Beach Resort         | 2009 South Atlantic Avenue            | 7/16 | Replace stairway to beach                             | \$10,500.00  | \$120.55   |
| Marciante Residence          | 2721 South Atlantic Avenue            | 7/17 | Replace beach walkover                                | \$13,000.00  | \$137.65   |
| Hamby Residence              | 3799 South Atlantic Avenue, Unit 905  | 7/17 | Replace 6 windows, size for size                      | \$33,306.00  | \$260.85   |
| Peterson Residence           | 2937 South Atlantic Avenue, Unit 1907 | 7/17 | Replace 4 sliding glass doors                         | \$36,000.00  | \$272.45   |
| Alecu Residence              | 2937 South Atlantic Avenue, Unit 1707 | 7/17 | Replace 4 sliding glass doors                         | \$36,000.00  | \$272.45   |
| Thompson Residence           | 3757 South Atlantic Avenue, Unit 1903 | 7/17 | Replace 1 window and 1 sliding glass door             | \$18,354.00  | \$177.58   |
| Jankauskas Residence         | 3018 South Peninsula Drive            | 7/18 | Re-roof house                                         | \$81,000.00  | \$528.44   |
| St. Croix Condo              | 3145 South Atlantic Avenue            | 7/18 | Re-roof main modified bitumen roof system             | \$600,445.00 | \$2,468.29 |
| Donaldson Residence          | 4 Oceans West Boulevard, Unit 307A    | 7/19 | Replace tub and vanity in hall bathroom               | \$10,261.00  | \$120.55   |
| City Of Daytona Beach Shores | 3145 South Atlantic Avenue            | 7/19 | Install posts and framing for new dune walkover       | \$97,844.00  | 0.00       |
| City of Daytona Beach Shores | 2613 South Atlantic Avenue            | 7/19 | Install posts and framing for new dune walkover       | \$75,469.00  | \$0.00     |
| City of Daytona Beach Shores | 3259 South Atlantic Avenue            | 7/19 | Install posts and framing for new dune walkover       | \$45,739.00  | 0.00       |
| City Of Daytona Beach Shores | 2071 South Atlantic Avenue            | 7/19 | Install posts and framing for new dune walkover       | \$96,803.00  | \$0.00     |
| City of Daytona Beach Shores | 1925 South Atlantic Avenue            | 7/19 | Install posts and framing for new dune walkover       | \$81,792.00  | \$0.00     |
| City of Daytona Beach Shores | 3737 South Atlantic Avenue            | 7/19 | Install posts and framing for new dune walkover       | \$106,516.00 | \$0.00     |
| Sullivan Residence           | 2947 South Atlantic Avenue, Unit 301  | 7/22 | Remodel kitchen, 2 baths, new water heater            | \$10,000.00  | \$47.50    |
| Danbury Breakers             | 3747 South Atlantic Avenue            | 7/22 | Repair concrete damage and EIF's façade               | \$63,600.00  | \$431.61   |
| Brianza Residence            | 2923 Oceans Trace                     | 7/22 | Replace sliding glass door                            | \$10,104.00  | \$120.55   |
| Powell Residence             | 2055 South Atlantic Avenue            | 7/23 | Replace drywall, install new cabinets and countertops | \$26,000.00  | \$215.56   |
| Sullivan Residence           | 2947 South Atlantic Avenue, Unit 301  | 7/23 | Remodel kitchen and 2 bathrooms                       | \$40,000.00  | \$295.20   |
| Miretsky Residence           | 2 Oceans West Boulevard, Unit 309     | 7/24 | Install 3 motorized roll down hurricane shutters      | \$14,825.00  | \$154.75   |
| Sokol Residence              | 3747 South Atlantic Avenue, Unit 501  | 7/25 | Install 6 impact windows                              | \$11,046.00  | \$129.10   |
| Schott Residence             | 3747 South Atlantic Avenue, Unit 206  | 7/25 | Install 5 impact windows                              | \$11,430.00  | \$129.10   |

| PROJECT                  | WORK ADDRESS                          | DATE | WORK DESCRIPTION                                       | VALUE          | REVENUE     |
|--------------------------|---------------------------------------|------|--------------------------------------------------------|----------------|-------------|
| Daytona Ocean Retail LLC | 2518 South Atlantic Avenue            | 7/25 | Install new overhang ceiling                           | \$10,000.00    | \$112.00    |
| Duckett Residence        | 3003 South Atlantic Avenue, Unit 12A1 | 7/25 | Remodel hall bathroom, new shower and vanity           | \$22,165.00    | \$199.11    |
| Liotta Residence         | 3003 South Atlantic Avenue, Unit 20A1 | 7/26 | Kitchen remodel, new cabinets and counter tops         | \$57,900.00    | \$397.57    |
| Castillo Residence       | 3047 South Atlantic Avenue, Unit 605  | 7/26 | Remodel kitchen and 2 bathrooms                        | \$38,483.00    | \$289.36    |
| Sea Club IV              | 3229 South Atlantic Avenue            | 7/26 | Install new pool equipment                             | \$43,000.00    | \$312.27    |
| Beachside Hotel          | 3309 South Atlantic Avenue            | 7/26 | Remove portion of CMU wall, install fence, move stairs | \$12,000.00    | \$129.10    |
| Daytona Beach Shores LLC | 3411 South Atlantic Avenue            | 7/26 | Construct a 240 linear foot seawall                    | \$750,000.00   | \$68.59     |
| Tan Residence            | 3051 South Atlantic Avenue, Unit 603  | 7/29 | Shower wall conversion                                 | \$16,800.00    | \$166.82    |
| Club Sea Oats            | 2539 South Atlantic Avenue            | 7/29 | Spalling concrete repairs, deck coating for walkway    | \$68,601.00    | \$460.04    |
| McNamee Residence        | 2937 South Atlantic Avenue, Unit 2106 | 7/31 | Replace window and door                                | \$21,700.00    | \$193.73    |
| Watson Residence         | 3043 South Atlantic Avenue, Unit 403  | 7/31 | Replace kitchen cabinets and counter tops              | \$11,500.00    | \$129.10    |
|                          |                                       |      |                                                        |                |             |
| TOTALS                   | WORK ADDRESS                          | DATE | WORK DESCRIPTION                                       | \$2,777,349.00 | \$10,116.85 |

### Building Division Revenue by Permit Category:

| PERMIT TYPE            | JULY 2024  | FISCAL YEAR-TO-DATE 2023 TO 2024 | JULY 2023   | LAST FISCAL YEAR-TO-DATE 2022 TO 2023 |
|------------------------|------------|----------------------------------|-------------|---------------------------------------|
| BUILDING               | \$9,273.18 | \$185,661.29                     | \$16,860.26 | \$230,501.24                          |
| ROOF                   | \$3,444.60 | \$28,837.00                      | \$1,249.81  | \$35,166.94                           |
| DEMOLITION             | \$0.00     | \$340.00                         | \$120.00    | \$665.00                              |
| ELECTRICAL             | \$1,784.50 | \$24,833.29                      | \$2,285.91  | \$22,889.39                           |
| MECHANICAL             | \$2,495.70 | \$42,187.32                      | \$2,339.10  | \$27,708.46                           |
| PLUMBING               | \$3,310.00 | \$43,854.51                      | \$3,527.05  | \$27,978.09                           |
| SIGN                   | \$421.11   | \$3,285.37                       | \$400.75    | \$3,605.18                            |
| POLITICAL SIGN BONDS   | \$0.00     | \$660.00                         | \$0.00      | \$0.00                                |
| STORMWATER MANAGEMENT  | \$0.00     | \$0.00                           | \$0.00      | \$0.00                                |
| MISCELLANEOUS          | \$65.25    | \$2,469.62                       | \$0.00      | \$2,067.03                            |
| DEVELOPMENT FEES       | \$5,896.40 | \$19,525.84                      | \$4,656.99  | \$10,938.51                           |
| PROMOTIONAL ACTIVITIES | \$0.00     | \$0.00                           | \$0.00      | \$0.00                                |

|        |             |              |             |              |
|--------|-------------|--------------|-------------|--------------|
| TOTALS | \$26,690.74 | \$351,654.24 | \$31,439.87 | \$361,519.84 |
|--------|-------------|--------------|-------------|--------------|

### Building Division Activities:

| ACTIVITY                                   | JULY 2024         | FISCAL YEAR-TO-DATE 2023 TO 2024 | JULY 2023 | LAST FISCAL YEAR-TO-DATE 2022 TO 2023 |
|--------------------------------------------|-------------------|----------------------------------|-----------|---------------------------------------|
| INSPECTIONS                                | {5} + [314] = 319 | 3188                             | 247       | 2,713                                 |
| FINAL CERTIFICATES OF OCCUPANCY ISSUED     | 0                 | 3                                | 0         | 2                                     |
| TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED | 0                 | 2                                | 0         | 0                                     |
| FINAL INSPECTIONS                          | {1} + [193] = 194 | 2096                             | 161       | 1,470                                 |
| FAILED INSPECTIONS                         | {0} = [58] = 58   | 423                              | 32        | 155                                   |

**NOTE:** { } Indicates City inspection; [ ] indicates Universal Engineering Services inspection

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

Projects Begun Current Fiscal Year-to-Date – 2023 to Present: \$48,172,252.00

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



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

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Approval of Interlocal with County for transportation capacity impacts

**SYNOPSIS:**

This interlocal agreement will comply with House Bill 479 and secure local control over the transportation capacity impact fee collection process.

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

Governor DeSantis signed House Bill 479, Alternative Mobility Funding Systems and Impact Fees on June 25, 2024. The new law will take effect October 1st. Please see the attached letter from County Manager Recktenwald.

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

I move to adopt the interlocal agreement.

**ATTACHMENT:**

1. HB 479-Daytona Beach Shores-Swartzlander
2. Transportation Impact Fee ILA





July 15, 2024

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

George Recktenwald  
County Manager  
Volusia County, Florida  
123 W. Indiana Ave., DeLand, Florida 32720

**RE:** House Bill 479 - Alternative Mobility Funding Systems

Mr. Kurt Swartzlander,

Governor DeSantis signed House Bill 479, Alternative Mobility Funding Systems and Impact Fees, on June 25. The new law takes effect on October 1, 2024. The bill provides that if a county and/or a municipality charge developers of a new development or redevelopment a fee for transportation capacity impacts, the county and/or municipality must, by October 1, 2025:

- (1) Create and execute an interlocal agreement to coordinate the mitigation of transportation capacity impacts
- (2) Establish a process to collect and distribute the collected revenue

The bill does not eliminate county transportation impact fees; however, it does encourage coordination between counties and municipalities regarding transportation impacts. If there is no interlocal agreement, the developer receives a ten percent reduction in the impact fees and proportionate fare share agreements. In addition, the entity that issues the building permit must collect the transportation impact fees and distribute the proceeds to the relevant county or municipality within 60 days of payment receipt. The above requirements do not apply to counties or municipalities that enter into an interlocal agreement by October 1, 2024.

Volusia County's thoroughfare road impact fees are only based on County roads and State arterial roads within an impact fee zone. Transportation concurrency contributions and proportionate fair share agreements for developments within municipalities still generate thoroughfare road impact fee credits for qualifying contributions. The attached interlocal agreement secures the status quo existing system that exists between Volusia County and most of the municipalities regarding the calculation and collection of county-wide thoroughfare road impact fees. It also confirms that the preferred option for developers to pay impact fees is directly to the County, rather than being collected by a municipality and remitted to the County.

We strongly encourage each municipality to consider adopting the interlocal agreement in order to comply with House Bill 479 and secure local control over the transportation capacity impact fee collection process within our community. Please feel free to contact me at 386.736.5920 or [grecktenwald@volusia.org](mailto:grecktenwald@volusia.org) if you have any questions.

Thank you,



George Recktenwald  
County Manager  
Volusia County, Florida

cc: Ms. Becky Vose and Mr. Paul Waters

INTERLOCAL AGREEMENT  
REGARDING TRANSPORTATION IMPACT COORDINATION  
BETWEEN THE COUNTY OF VOLUSIA ("COUNTY")  
AND  
THE CITY OF DAYTONA BEACH SHORES("CITY")

THIS INTERLOCAL AGREEMENT REGARDING TRANSPORTATION IMPACT COORDINATION (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Daytona Beach Shores (hereinafter referred to as the "City") and the County of Volusia (hereinafter referred to as the "County") (Individually, "Party" and collectively, "Parties.").

WITNESSETH

WHEREAS Volusia County established a county-wide transportation thoroughfare road impact fee pursuant to its home rule authority, establishing common law regarding the creation and imposition of impact fees, and section 163.31801, Fla. Stat.; and

WHEREAS, the county-wide thoroughfare road system consists of all state roadways and any roadway that designated and shown on the Thoroughfare Road Map (Figure 2-1) contained in the Transportation Element of the Comprehensive Plan, connects municipalities and regions of the County and is an important component for the County and the Cities; and

WHEREAS, the County and Cities have coordinated on the imposition and collection of thoroughfare road impact fees; and

WHEREAS, currently Volusia County collects the thoroughfare road impact fees for developments in municipal areas that impact the County thoroughfare road system; and

WHEREAS, Section 70-75 (b) of the Code of Ordinances, County of Volusia, requires that no county or municipal certificate of occupancy, local business tax receipt, or use permit, or any activity requiring payment of an impact fee shall be issued unless and until the thoroughfare road impact fee ("impact fee") has been paid;

WHEREAS, CS/HB 479 (2024) creates a new paragraph j in section 163.3180(5), Fla. Stat., that require the entity issuing the building permit to collect the impact fees; and

WHEREAS, new subparagraph 163.3180(5)(j)(4) provides that the new paragraph j does not apply to a county or municipality that has entered into an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts; and

WHEREAS, the purpose of this interlocal agreement is to continue the existing system of the collection and enforcement of county wide transportation impact fees as well as to not modify the existing system for transportation concurrency for County thoroughfare roads;

SECTION 1. The above recitals are hereby incorporated in this Agreement as adopted findings of fact and intent.

## SECTION 2. IMPOSITION AND COLLECTION OF THOROUGHFARE ROAD IMPACT FEES

- a. Pursuant to section 163.3180(5)(j)(4), Fla. Stat., the County thoroughfare road impact fees are imposed County wide, including in the incorporated areas of the City, as provided in Chapter 70, Article III, of the Code of Ordinances, County of Volusia.
- b. Pursuant to section 70-76(a) of the Code of Ordinance, County of Volusia, the person applying for the issuance of a building permit shall make an application, verified by City staff, to the County for an impact fee statement. The County shall issue an impact fee statement to the applicant for a building permit. Such impact fee statement sets forth the amount of the impact fee due.
- c. County shall provide the City with appropriate contact information for personnel who will administrate the collection of impact fees.
- d. City and County agree that payment and collection of impact fees shall:

☒ be in the same manner as provided in Section 70-76 of the Code of Ordinances, County of Volusia. Fee payers shall pay the thoroughfare road impact fees to the County of Volusia. Pursuant to Section 70-77 of the Code of Ordinances, County of Volusia, the County shall collect and retain the actual costs of administering the impact fee program, which is in addition to the impact fee; or

☐ be collected by the City, as the entity issuing building permits, prior to the issuance of a certificate of occupancy, or the occupancy of the building. The City retains their portion of the actual costs of administering the impact fee program, which is in addition to the impact fee. Thoroughfare Road Impact Fees collected by the City shall be transferred to the County every month on the 15th of each month together with documentation on that each building or structure has paid the required impact fee.

- e. County shall use the collected Impact Fees in the same manner as provided in Sections 70-75, 70-76, and 70-77 of the Code of Ordinances, County of Volusia.

## SECTION 3. NONPAYMENT OF IMPACT FEES

- a. County and City agree that in the event of non-payment of impact fees by the fee payer the City shall not issue a certificate of occupancy or approve occupancy of the building for which impact fees are due.
- b. If the fee payer has not paid the impact fees, the County may use the process provided in section 70-76 for collection of the impact fee.

#### SECTION 4. REFUND

- a. Nothing in this agreement alters the right of a fee payer to request refunds pursuant to section 70-78 of the Code of Ordinances, County of Volusia.

#### SECTION 5. TRANSPORTATION CONCURRENCY AND PROPORTIONATE FAIR SHARE; IMPACT FEE CREDITS

- a. Nothing in this agreement modifies, waives, or alters the method for transportation concurrency calculation or imposition or modifies the calculation, methodology, or imposition of proportionate share agreements pursuant to Chapter 70, Article I of the Code of Ordinances, County of Volusia or section 163.3180(5), Fla. Stat.
- b. Impact fee credits generated from transportation concurrency contributions, from proportionate fair share agreements pursuant to Chapter 70, Article I and Section 163.3180(5), or from right-of-way and for completed and accepted non-site related improvements may be used pursuant to section 70-75 and 70-79, of the Code of Ordinances, County of Volusia.
- c. Impact fee credits may be transferred pursuant to section 70-75(c)(3)(e) of the Code of Ordinances, County of Volusia.

#### SECTION 6. ADMINISTRATIVE REVIEW; INDEPENDENT CALCULATION

- a. Nothing in this agreement modifies or prevents the right of any fee payer to administrative review or hearing of any decisions regarding impact fees under Section 70-81 and 70-82 of the Code of Ordinances, County of Volusia.
- b. Nothing in this agreement modifies or prevents the right of any fee payer to determine their thoroughfare road impact by providing independent traffic documentation pursuant to the provisions of Section 70-75(c)(1) of the Code of Ordinances, County of Volusia.

SECTION 7. RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS. Nothing in this agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or City jurisdiction over the Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8. TERM AND EFFECTIVE DATE. The Term of this Agreement shall commence on September 30, 2024, when filed with the Clerk of the Court for Volusia County Circuit Court, in accordance with Section 163.01(11), Fla. Stat., and shall continue until terminated by either party.

SECTION 9. TERMINATION. The City or County may terminate this Agreement at any time upon providing 90 days written notice of termination to the other Party.

#### SECTION 10. DISPUTE RESOLUTION.

- a. The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the

other party. Initiation of the dispute resolution process shall operate as a state of the action which is the subject of the dispute.

- b. Notwithstanding the foregoing, in the event that either party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon filing any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
- c. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- d. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph "a", above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues fostering joint problem-solving and exploring settlement alternatives.
- e. If the parties are unable to reach a mediated settlement, within fifty (50) days of receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
- f. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of Sections 163.01(5)(p) and Chapter 163, Fla. Stat.

SECTION 11. NOTICE. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Amended Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses as set forth below or as either Party may otherwise designate in writing.

If to the County: County of Volusia  
Attn: County Manager  
Copy to: County Attorney  
123 West Indiana Avenue  
DeLand, Florida 32720

If to the City: City of Daytona Beach Shores  
Attn: City Manager  
2990 S. Atlantic Avenue  
Daytona Beach Shores, FL 32118

SECTION 12. SOLE BENEFIT. This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

SECTION 13. AUTHORITY. The City and County each represent and warrant to the other its respective authority to enter into this Agreement and acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 14. ENFORCEMENT. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

SECTION 15. DEFENSE. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

SECTION 16. AMENDMENTS. Amendments to this Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and the County.

SECTION 17. NO WAIVER OF SOVEREIGN IMMUNITY. Both the City and County expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Fla. Stat. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City or County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

ATTEST:

COUNTY OF VOLUSIA

\_\_\_\_\_  
George Recktenwald  
County Manager

\_\_\_\_\_  
Jeffrey S. Brower  
County Chair

Approved by:

\_\_\_\_\_  
County Attorney's Office

ATTEST:

CITY

\_\_\_\_\_  
Kurt Swartzlander  
City Manager

\_\_\_\_\_  
Nancy Miller  
Mayor

Approved by:

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City Attorney's Office





## **CITY COMMISSION AGENDA MEMORANDUM AUGUST 27, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Mike Fowler, Public Safety Director

**SUBJECT:** Seventh Amendment to Agreement Between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services

### **SYNOPSIS:**

Under the existing contract, DBSDPS has delivered fire services to the unincorporated areas near the city since 2012. This agreement is the seventh amendment to and extends that contract through FY 28/29.

### **FISCAL IMPACT STATEMENT:**

There is no fiscal impact to the current budget year but there will be a 15.57% increase for the 2024-25 budget year.

### **BACKGROUND:**

On May 2, 2013, the County entered into an agreement with Daytona Beach Shores retroactive to October 1, 2012, for fire suppression services with an expiration date of September 30, 2013. Since that time, the contract has been amended and extended six times with the city continuing fire services throughout. This agreement is the seventh amendment and guarantees the Public Safety Department will continue services through September 2029. This agreement increases the fee paid by the county to \$75,125 in year one, which is a 13.5% increase, and guarantees a 1.5% increase each year thereafter.

### **LEGAL REVIEW:**

### **RECOMMENDATION:**

Staff recommends approval as presented.

### **SUGGESTED MOTION:**

I move we approve the item as presented on consent.

**ATTACHMENT:** 1. Daytona Beach Shores Fire Agreement 7th amendment

**SEVENTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF DAYTONA BEACH SHORES  
AND  
THE COUNTY OF VOLUSIA  
REGARDING THE PROVISION OF  
FIRE SUPPRESSION SERVICES TO A  
CERTAIN SERVICE AREA**

This Seventh Amendment to Agreement Between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area (“Seventh Amendment,”) is made and entered into by and between the **COUNTY OF VOLUSIA, FLORIDA**, a body corporate and politic and a political subdivision of the State of Florida, with its business address at 123 W. Indiana Ave., DeLand, Florida 32720 (hereinafter referred to as “Volusia County”), and the **CITY OF DAYTONA BEACH SHORES**, a municipal corporation under the laws of the State of Florida with administrative offices located at 2990 South Atlantic Ave., Daytona Beach Shores, Florida 32118 (hereinafter referred to as “Daytona Beach Shores”), pursuant to Chapters 125 and 163 of the Florida Statutes (2017). This Seventh Amendment is the seventh amendment to the “Agreement Between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area (“the Agreement”).”

**RECITALS:**

**WHEREAS**, on May 2, 2013, the County entered into the Agreement with Daytona Beach Shores retroactive to October 1, 2012, for fire suppression services with an expiration date of September 30, 2013 (“Agreement”); and

**WHEREAS**, the parties executed a first amendment to the Agreement which extended the agreement term from October 1, 2013, to September 30, 2015; and

**WHEREAS**, the parties executed a second amendment to the Agreement, which amendment extended the agreement term from October 1, 2015, to September 30, 2016; and

**WHEREAS**, the parties executed a third amendment to the Agreement, which amendment -extended the Agreement term from September 30, 2016, to September 30, 2018; and

**WHEREAS**, the parties executed a fourth amendment to the Agreement, which amendment extended the agreement term from September 30, 2018, to September 30, 2020; and

**WHEREAS**, the parties executed a fifth amendment to extend the contract term from September 30, 2020, to September 30, 2022, and Article 8 - Fees for Service to modify the annual contract fee to be paid by the County to Daytona Beach Shores based on a flat fee instead of a flat fee plus calls; and

**WHEREAS**, the parties executed a sixth amendment to extend the contract term from September 30, 2022, to September 30, 2024; and

**WHEREAS**, the parties hereby agree to amend the Agreement through this Seventh Amendment to extend the contract term from September 30, 2024, to September 30, 2029.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Seventh Amendment, the receipt and sufficiency of which is acknowledged by County and Daytona Beach Shores, the parties agree and stipulate as follows:

1. The foregoing recitals are true, correct and material to this Seventh Amendment and the Agreement.

2. **ARTICLE 8 -FEES FOR SERVICE** at Section 8.1 is hereby amended to read as follows:

8.1 Compensation to DAYTONA BEACH SHORES shall be paid as an annual fee on the 15th of January of each applicable year of this agreement. Commencing October 1, 2024, the total annual compensation due to DAYTONA BEACH SHORES shall be SEVENTY-FIVE THOUSAND, ONE HUNDRED TWENTY-FIVE (\$75,125) DOLLARS for FY 24-25. Beginning at the start of the second year of this amendment (FY 25-26), and annually thereafter, the annual fee will be escalated by one and a half percent (1.5%).

3. **ARTICLE 10 – TERM OF AGREEMENT** at Section 10.1 is hereby amended to read as follows:

10.1 This Agreement shall remain in full force and effect through September 30, 2029 (inclusive), unless this Agreement is otherwise extended or terminated in accordance with the terms hereof.

4. This Seventh Amendment is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Seventh Amendment and the Agreement, this Seventh Amendment shall govern and control.

[SIGNATURES TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Seventh Amendment to the Agreement between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area to be executed by their duly authorized officers on the dates set forth below.

ATTEST:

**COUNTY OF VOLUSIA**

By: \_\_\_\_\_  
Name: George Recktenwald  
Title: County Manager  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jeffrey S. Brower  
Title: County Chair  
Dated: \_\_\_\_\_

ATTEST:

**CITY OF DAYTONA BEACH SHORES**

By: \_\_\_\_\_  
Name: Kurt Swartzlander  
Title: City Manager  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Nancy Miller  
Title: Mayor  
Dated: \_\_\_\_\_

Approved as to Form and Correctness:

\_\_\_\_\_  
City Attorney



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

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:**  
**PREPARED BY:** Lory Irwin, Finance Director  
**SUBJECT:** June and July Executive Financial Report

**SYNOPSIS:**

Report of the June and July 2024 fiscal year-to-date city-wide financials. The financial reports show where the city is financially in regard to the commission-approved budget.

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

74.7% of the General Fund budgeted revenue has been received as of the end of July 2024. The Utility (Sewer) Fund has received 69.2% of its budgeted revenues at the end of July. Expenditures have increased 9% over last year and are at 60% of budget.

Current General Fund Budget is \$20,173,800 and Sewer Fund Budget is \$4,516,700.

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:**

1. MBR 23-24 Pd 09
2. MBR 23-24 Pd 10

# EXECUTIVE SUMMARY

## Fiscal Year-To-Date Financial Report

### Month Ending June, 2024

June, 2024

| CURRENT YEAR OPERATIONAL PERFORMANCE |                     |                     |                         |            |
|--------------------------------------|---------------------|---------------------|-------------------------|------------|
| Fund or Fund Segment                 | YTD<br>Revenue      | YTD<br>Expense      | Revenue Less<br>Expense | Margin %   |
| General Fund Operations              | \$14,446,047        | \$10,903,525        | \$3,542,523             | 25%        |
| <b>General Fund Sub-Total</b>        | <b>\$14,446,047</b> | <b>\$10,903,525</b> | <b>\$3,542,523</b>      | <b>25%</b> |
| Sewer Fund Operations                | \$2,803,492         | \$2,579,015         | \$224,477               | 8%         |
| Sewer Fund Restricted Impact Fee     | \$11,891            | \$5,736             | \$6,155                 | 52%        |
| <b>Sewer Fund Sub-Total</b>          | <b>\$2,815,382</b>  | <b>\$2,584,751</b>  | <b>\$230,631</b>        | <b>8%</b>  |
| <b>TOTAL ALL FUNDS FISCAL YTD</b>    | <b>\$17,261,430</b> | <b>\$13,488,276</b> | <b>\$3,773,154</b>      | <b>22%</b> |

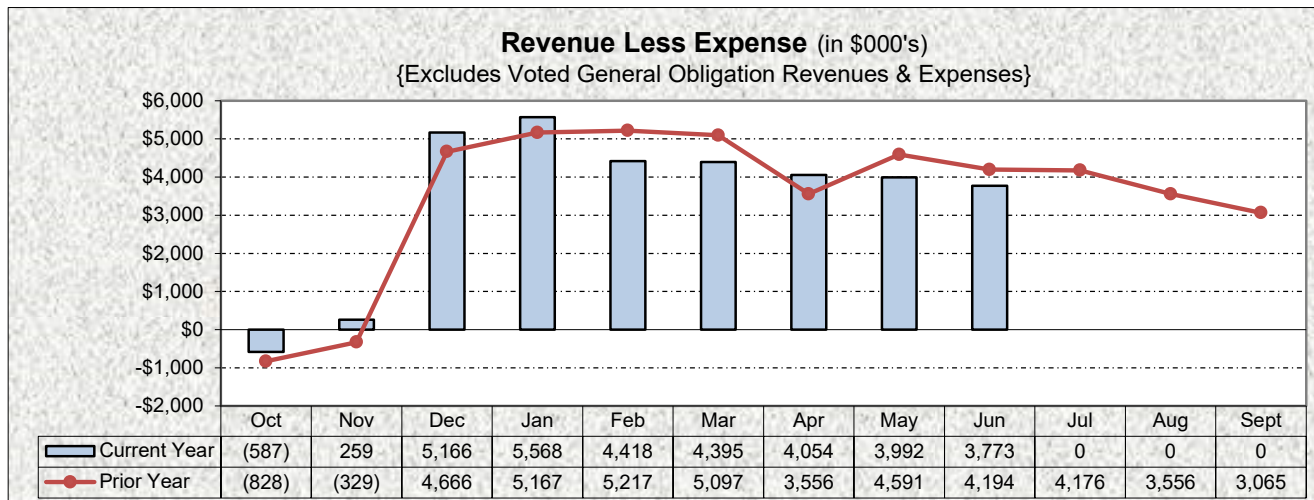
| CASH / INVESTMENT POSITIONS PERFORMANCE |                               |                             |                    |                   |
|-----------------------------------------|-------------------------------|-----------------------------|--------------------|-------------------|
|                                         | Current Month<br>Current Year | Current Month<br>Prior Year | 12-Month<br>Change | Percent<br>Change |
| General Fund (excl. G.O. Funds)         | \$26,686,433                  | \$24,803,393                | \$1,883,040        | 8%                |
| Sewer Fund                              | \$11,982,166                  | \$10,897,583                | \$1,084,583        | 10%               |
| <b>Sub-Total Operating Funds</b>        | <b>\$38,668,599</b>           | <b>\$35,700,976</b>         | <b>\$2,967,623</b> | <b>8%</b>         |
| <b>TOTAL ALL FUNDS</b>                  | <b>\$38,668,599</b>           | <b>\$35,700,976</b>         | <b>\$2,967,623</b> | <b>8%</b>         |

| 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        |       |

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

Month Ending June, 2024

| NON-G.O. FUNDS                             | June, 2024                     |                       | VERSUS PRIOR YEAR TO DATE |                                               |                     |
|--------------------------------------------|--------------------------------|-----------------------|---------------------------|-----------------------------------------------|---------------------|
|                                            | May, 2024<br>Current<br>Budget | Current YTD<br>Actual | Prior YTD<br>Actual       | Vs. Prior Yr.<br>Favorable /<br>(Unfavorable) | % vs.<br>Prior Year |
| <b>Revenues ('000s)</b>                    |                                |                       |                           |                                               |                     |
| General Fund                               | \$20,174                       | \$14,446              | \$14,275                  | \$171                                         | 1%                  |
| Utility Fund                               | \$4,533                        | \$2,815               | \$2,545                   | \$270                                         | 11%                 |
| <b>Total Revenues &amp; Appropriations</b> | <b>\$24,707</b>                | <b>\$17,261</b>       | <b>\$16,820</b>           | <b>\$441</b>                                  | <b>3%</b>           |
| <b>Expenses ('000s)</b>                    |                                |                       |                           |                                               |                     |
| General Fund Less Capital                  | \$16,670                       | \$9,933               | \$7,389                   | (\$2,544)                                     | 0.144433293         |
| General Fund Capital                       | \$3,504                        | \$970                 | \$443                     | (\$527)                                       | -119%               |
| Utility Fund                               | \$4,533                        | \$2,585               | \$1,899                   | (\$686)                                       | -36%                |
| <b>Total Expenses &amp; Appropriations</b> | <b>\$24,707</b>                | <b>\$13,488</b>       | <b>\$9,731</b>            | <b>(\$3,757)</b>                              | <b>-39%</b>         |
| <b>Revenue Less Expense ('000s)</b>        |                                |                       |                           |                                               |                     |
| General Fund                               | \$0                            | \$3,543               | \$6,443                   | (\$2,900)                                     |                     |
| Utility Fund                               | \$0                            | \$231                 | \$646                     | (\$415)                                       |                     |
| <b>Revenue Less Expense</b>                | <b>\$0</b>                     | <b>\$3,773</b>        | <b>\$7,089</b>            | <b>(\$3,316)</b>                              |                     |





# General Fund Detail Budget Report

Month Ending June, 2024

|                                      | June, 2024           |                      | VERSUS PRIOR YEAR TO DATE |                                         |                  |
|--------------------------------------|----------------------|----------------------|---------------------------|-----------------------------------------|------------------|
|                                      | Current Budget       | Current YTD Actual   | Prior YTD Actual          | Vs. Prior Yr. Favorable / (Unfavorable) | % vs. Prior Year |
| <b>Revenues/Sources</b>              |                      |                      |                           |                                         |                  |
| Ad-Valorem Taxes                     | 9,171,000            | 9,059,215            | 8,835,769                 | 223,446                                 | 2.53%            |
| Business Taxes                       | 101,900              | 107,514              | 96,246                    | 11,268                                  | 11.71%           |
| Utility Taxes                        | 1,031,800            | 748,654              | 717,411                   | 31,243                                  | 4.35%            |
| Permits & Franchise Fees             | 970,600              | 710,744              | 789,628                   | (78,884)                                | -9.99%           |
| Intergovernmental                    | 1,456,200            | 451,538              | 732,462                   | (280,924)                               | 0                |
| Donations                            | -                    | 720                  | 0                         | 720                                     |                  |
| Charges for Services                 | 1,951,900            | 1,677,426            | 1,463,600                 | 213,826                                 | 14.61%           |
| Fines & Forfeitures                  | 97,800               | 119,971              | 57,062                    | 62,909                                  | 110.25%          |
| Non-G.O. Interest                    | 495,000              | 597,292              | 393,736                   | 203,556                                 | 51.70%           |
| Unrealized Investment G/(L)          | -                    | -                    | 0                         | -                                       |                  |
| Miscellaneous & Fixed Asset Sales    | 220,500              | 161,551              | 455,419                   | (293,868)                               | -64.53%          |
| Internal Services                    | 1,276,500            | 811,422              | 733,500                   | 77,922                                  | 10.62%           |
| Non G.O. Transfer In-Fund Balance    | 3,400,600            | -                    | 0                         | -                                       |                  |
| <b>Non-G.O. Gen. Fund Revenue</b>    | <b>\$ 20,173,800</b> | <b>\$ 14,446,047</b> | <b>\$ 14,274,833</b>      | <b>\$ 171,214</b>                       | <b>1.20%</b>     |
| <b>Operating Expenditures</b>        |                      |                      |                           |                                         |                  |
| <b>Excluding CAPITAL Expense</b>     |                      |                      |                           |                                         |                  |
| Legislative                          | 206,000              | 118,799              | 136,192                   | (17,393)                                | -12.77%          |
| Executive                            | 798,400              | 585,598              | 493,648                   | 91,950                                  | 18.63%           |
| Finance                              | 678,800              | 371,777              | 407,062                   | (35,285)                                | -8.7%            |
| Legal Counsel                        | 173,300              | 94,727               | 110,351                   | (15,624)                                | -14.2%           |
| Comp. Planning                       | 125,100              | 54,952               | 76,681                    | (21,729)                                | -28.3%           |
| Information Technology               | 628,500              | 322,735              | 0                         | 322,735                                 |                  |
| Other Gov't Services                 | 59,000               | 2,058                | 228,361                   | (226,303)                               | -99.1%           |
| Public Safety Operations             | 7,091,300            | 4,560,976            | 4,663,928                 | (102,952)                               | -2.2%            |
| Building Dept.                       | 717,100              | 473,931              | 417,175                   | 56,756                                  | 13.6%            |
| Emergency Mgmt - Hurricanes          | -                    | (134)                | 463,972                   | (464,106)                               | -100.0%          |
| Phy. Envir. -- Solid Waste/Recycle   | 1,672,900            | 1,043,607            | 900,828                   | 142,779                                 | 15.8%            |
| Public Works Operations              | 1,815,700            | 1,116,407            | 1,045,898                 | 70,509                                  | 6.7%             |
| Inventory                            | -                    | -                    | 0                         | -                                       |                  |
| Human Resources                      | 48,400               | -                    | 65,878                    | (65,878)                                | -100.0%          |
| Parks & Rec                          | 554,800              | 420,549              | 322,633                   | 97,916                                  | 30.3%            |
| Community Center                     | 671,200              | 475,464              | 439,078                   | 36,386                                  | 8.3%             |
| Senior Center                        | -                    | -                    | 0                         | -                                       |                  |
| Economic Development Programs        | 100,000              | 24,393               | 14,274                    | 10,119                                  | 70.9%            |
| Contingency/Transfers                | 1,084,400            | -                    | 0                         | -                                       |                  |
| Long-Term Debt                       | 344,700              | 267,293              | 0                         | 267,293                                 |                  |
| Non-G.O. Operations Expense          | 16,669,600           | 9,933,132            | 9,785,959                 | 147,173                                 | 1.50%            |
| Non-G.O. CAPITAL Expense             | 3,504,200            | 970,393              | 555,123                   | 415,270                                 | 74.8%            |
| <b>Total Non-G.O. Expense</b>        | <b>20,173,800</b>    | <b>10,903,525</b>    | <b>10,341,082</b>         | <b>562,442</b>                          | <b>5.4%</b>      |
| <b>Non-G.O. Revenue Less Expense</b> | <b>\$ -</b>          | <b>\$ 3,542,523</b>  | <b>\$ 3,933,751</b>       | <b>\$ 733,656</b>                       | <b>19%</b>       |

# Utility Fund Detail Budget Report

Month Ending June, 2024

|                                       |                     |                    | VERSUS PRIOR YEAR TO DATE |                           |                    |
|---------------------------------------|---------------------|--------------------|---------------------------|---------------------------|--------------------|
|                                       | June, 2024          | Current YTD        | Prior YTD                 | Vs. Prior Yr.             | % vs.              |
| Fund 401                              | Current Budget      | Actual             | Actual                    | Favorable / (Unfavorable) | Prior Year         |
| <b>Operations Revenues</b>            |                     |                    |                           |                           |                    |
| Charges for Services                  | \$ 4,301,700        | \$2,501,885        | \$2,446,836               | \$55,049                  | 2%                 |
| Interest                              | 215,000             | 301,607            | 87,233                    | 214,374                   | 246%               |
| Sale of Fixed Assets / Misc.          |                     | 0                  | 0                         | 0                         |                    |
| <b>Total Operating Revenues</b>       | <b>\$ 4,516,700</b> | <b>\$2,803,492</b> | <b>\$2,534,069</b>        | <b>\$269,423</b>          | <b>2.479982673</b> |
| <b>Operations Expenditures</b>        |                     |                    |                           |                           |                    |
| Sewer Operating Incl. Depreciation    | \$ 4,516,700        | \$2,579,015        | \$2,281,817               | (\$297,198)               | -13%               |
| - Less Debt Service Principal [a]     | 0                   | 0                  | 0                         |                           |                    |
| - Less Not Offset Capital Expense [b] | 0                   | 0                  | 0                         |                           |                    |
| <b>Total Operating Expense</b>        | <b>\$ 4,516,700</b> | <b>\$2,579,015</b> | <b>\$2,281,817</b>        | <b>(\$297,198)</b>        | <b>-13%</b>        |
| <b>Operations Margin</b>              | <b>\$ -</b>         | <b>\$224,477</b>   | <b>\$252,252</b>          |                           |                    |
| <b>% Gain/(Loss)</b>                  |                     | <b>9%</b>          | <b>11%</b>                |                           |                    |
| <b>Fund 402</b>                       |                     |                    |                           |                           |                    |
| <b>Impact Fee Revenues</b>            |                     |                    |                           |                           |                    |
| Sewer Impact Fees                     | \$ 16,100           | \$ 11,800          | \$10,975                  | \$825                     | 8%                 |
| Impact Fee Interest                   | 0                   | 91                 | 69                        | 22                        | 32%                |
| I.F. Approp. Retained Earnings        |                     |                    |                           |                           |                    |
| <b>Total Impact Fee Revenue</b>       | <b>\$ 16,100</b>    | <b>\$ 11,891</b>   | <b>\$ 11,044</b>          | <b>\$ 847</b>             | <b>8%</b>          |
| <b>Impact Fee Expense</b>             |                     |                    |                           |                           |                    |
| Sewer Impact Fee Exp                  | \$ 16,100           | \$ 5,736           | \$2,868                   | \$(2,868)                 | -100%              |
| <b>Total Impact Fee Expense</b>       | <b>\$ 16,100</b>    | <b>\$ 5,736</b>    | <b>\$2,868</b>            | <b>\$(2,868)</b>          | <b>-100%</b>       |
| <b>Impact Fee Margin</b>              | <b>\$ -</b>         | <b>\$ 6,155</b>    | <b>\$ 8,176</b>           | <b>\$(2,021)</b>          | <b>-25%</b>        |
| TOTAL FUND Revenue                    | \$ 4,532,800        | \$2,815,382        | \$2,545,113               | \$270,269                 |                    |
| TOTAL FUND Expense                    | \$ 4,532,800        | \$2,584,751        | \$2,284,685               | (\$300,066)               |                    |
| <b>FUND Revenue Less Expense</b>      |                     | <b>\$230,631</b>   | <b>\$260,428</b>          | <b>(\$29,797)</b>         |                    |

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

| <u>Department</u>              | <u>Description</u>                 | <u>Budgeted*</u> | <u>Paid</u>    | <u>last month</u> |
|--------------------------------|------------------------------------|------------------|----------------|-------------------|
| 51/10-20 Executive/Legislative | May, 2024                          | 500,000          | -              | -                 |
| 5130 Finance                   | Leases                             | 9,100            | -              | -                 |
| 5160 Information Technology    | Equipment                          | 185,500          | -              | -                 |
| 5210 Pub. Safety Admin         |                                    | -                | -              | -                 |
| 5211 Patrol/Fire/Rescue        | Equipment                          | 453,000          | 265,920        | 24,387            |
| 5240 Building & Codes          | Equipment                          | 225,000          | 141,846        | 116,846           |
| 5410 Pub. Works Admin          |                                    | -                | -              | -                 |
| 5412 Pub. Works Bldg. Maint    |                                    | 345,000          | 183,710        | 38,468            |
| 5413 Pub. Works Streets        | Equipment                          | 74,000           | 66,251         | 66,251            |
|                                | Road Improvements Misc.            | 208,200          | -              | -                 |
|                                | Gas Tax Financed                   |                  |                |                   |
|                                | Appropriated Road Improvements     |                  | -              | -                 |
|                                | Crosswalks                         | -                | -              | -                 |
| 5720 Parks                     | Improvements                       | 1,489,900        | 298,534        | 69,658            |
|                                | Equipment                          | 14,500           | 14,131         | 14,131            |
| 5751 Community Center          |                                    | -                | -              | -                 |
| 5752 Senior Center             |                                    | -                | -              | -                 |
| <b>GENERAL FUND TOTAL</b>      |                                    | <b>3,504,200</b> | <b>970,393</b> | <b>329,741</b>    |
| 401-5350 Sewer Operating       | IMPROVEMENTS                       |                  |                |                   |
|                                | Sewer Engineering and Project Cost | 2,259,400        | 14,229         | -                 |
|                                | EQUIPMENT                          | 37,000           | 28,460         | 9,903             |
|                                | Capital Offset to Depreciation Exp | (2,296,400)      | (42,689)       | (9,903)           |
| <b>GRAND TOTAL</b>             |                                    | <b>3,504,200</b> | <b>970,393</b> | <b>329,741</b>    |

**INVESTMENT REPORT**  
June, 2024

**Policy Restrictions**

| <u>Investment</u>        | <u>May, 2024</u> | <u>Must</u> | <u>Int.Cap</u> | <u>Class Cap</u> | <u>Current</u> | <u>In Limits</u> |
|--------------------------|------------------|-------------|----------------|------------------|----------------|------------------|
| SBA                      | SBA              |             |                | None             | 0.0%           |                  |
| US Gov't Securities      | USGS             |             |                | 100%             | 68.5%          | Yes              |
| Cash & CDs               | CASH             |             |                | None             | 31.5%          | 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             | 0.999969243    | 0                |

**Performance @Period Ending: June, 2024**

| <u>Institution</u>         | <u>Account</u> | <u>Maturity</u> | <u>Asset</u> | <u>Invest Class</u> | <u>Restriction</u> | <u>Account Value</u> | <u>Period Int. Rate</u> | <u>% of Portfolio</u> |
|----------------------------|----------------|-----------------|--------------|---------------------|--------------------|----------------------|-------------------------|-----------------------|
| SBA: Prime                 | 131031         |                 | Investment   | SBA                 | General Fund       | \$ 595               | 5.33%                   | 0%                    |
| SBA: Prime                 | 131032         |                 | Investment   | SBA                 | Sewer Fund         | \$ 595               | 5.33%                   | 0%                    |
| <b>TOTAL SBA</b>           |                |                 |              |                     |                    | <b>\$ 1,189</b>      |                         | <b>0.0%</b>           |
| U.S. Treasury Bill         | 912797HP5      | 11/29/24        | Investment   | USGS                | General Fund       | \$ 2,695,835         | 3.75%                   | 7%                    |
| U.S. Treasury Bill         | 912796ZV4      | 12/26/24        | Investment   | USGS                | General Fund       | \$ 2,048,839         | 2.83%                   | 5%                    |
| U.S. Treasury Bill         | 912797KD8      | 08/29/24        | Investment   | USGS                | General Fund       | \$ 2,815,541         | 1.48%                   | 7%                    |
| U.S. Treasury Bill         | 912797LN5      | 06/12/25        | Investment   | USGS                | General Fund       | \$ 3,769,595         | 3.54%                   | 10%                   |
| U.S. Treasury Bill         | 912797KB2      | 08/15/24        | Investment   | USGS                | General Fund       | \$ 3,785,038         | 1.21%                   | 10%                   |
| U.S. Treasury Bill         | 912797HP5      | 11/29/24        | Investment   | USGS                | General Fund       | \$ 2,763,353         | 2.61%                   | 7%                    |
| U.S. Treasury Bill         | 912797LN5      | 12/12/24        | Investment   | USGS                | Sewer Fund         | \$ 1,582,201         | 2.72%                   | 4%                    |
| U.S. Treasury Bill         | 912797HE0      | 12/12/24        | Investment   | USGS                | Sewer Fund         | \$ 5,402,561         | 2.35%                   | 14%                   |
| U.S. Treasury Bill         | 912797LN5      | 10/31/24        | Investment   | USGS                | Sewer Fund         | \$ 1,615,541         | 3.54%                   | 4%                    |
| <b>TOTAL US TREASURIES</b> |                |                 |              |                     |                    | <b>\$ 26,478,503</b> |                         | <b>68.5%</b>          |
| Bank of America            | 005562564351   |                 | Cash         | CASH                | Sewer Impact Fee   | \$ 10,774            | 1.14%                   | 0%                    |
| JP Morgan Chase            | 663652210      |                 | Cash         | CASH                | Working Cash       | \$ 838,239           | 0.00%                   | 2%                    |
| JP Morgan Chase CD         | 100079555936   |                 | Cash         | CD                  | Pool Cash          | \$ 102,949           | 1.85%                   | 0%                    |
| Seacoast Bank              | 4810004966     |                 | Cash         | CASH                | Sewer Operating    | \$ 22,662            | 0.15%                   | 0%                    |
| Seacoast Bank              | 4810000706     |                 | Cash         | CASH                | Working Cash       | \$ 36,882            | 0.15%                   | 0%                    |
| <b>TOTAL BANKS</b>         |                |                 |              |                     |                    | <b>\$ 12,188,907</b> |                         | <b>31.5%</b>          |

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| <b>TOTAL CURRENT VALUE @ PERIOD END</b>                | <b>\$38,668,599</b> |
| <b>WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH</b> | <b>1.8165%</b>      |

| <u>CHANGE IN CASH &amp; INVESTMENTS (Incl. interfund transfers)</u> | <u>Current Value</u> | <u>Vs. Last Month</u> | <u>Vs. Prior Year To Date</u> | <u>Vs. Prior Fiscal Year End</u> |
|---------------------------------------------------------------------|----------------------|-----------------------|-------------------------------|----------------------------------|
| G.O. Construction & Debt Service Funds                              | \$ -                 | \$ -                  | \$ -                          | \$ -                             |
| General Fund (excl. G.O. Funds)                                     | \$ 26,686,433        | \$ 27,182,690         | \$ 24,572,879                 | \$ 22,691,737                    |
| Sewer Fund                                                          | \$ 11,982,166        | \$ 11,780,392         | \$ 10,881,381                 | \$ 11,378,235                    |
| <b>TOTAL</b>                                                        | <b>\$ 38,668,599</b> | <b>\$ 38,963,082</b>  | <b>\$ 35,454,260</b>          | <b>\$ 34,069,972</b>             |
| <b>Percent Change for Current</b>                                   | <b>N/A</b>           | <b>-0.8%</b>          | <b>9.1%</b>                   | <b>13.5%</b>                     |

## Portfolio Report

June, 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)                  | \$595        | 5.60%         | \$ 595         | \$0         | \$33                      |
| BoA              | Cash-Pool Cash Account (5882)             | \$9,361,257  | 0.00%         | \$ 9,361,257   | \$0         | \$438                     |
|                  | <i>Includes Contraband Pool Cash</i>      |              |               | \$ 70,498      |             | \$0                       |
|                  | <i>Includes Economic Development Cash</i> |              |               | \$ 561,955     |             | \$0                       |
|                  | <i>Less: Pool Cash Due to Sewer Funds</i> |              |               | \$ (1,340,064) |             | \$0                       |
| Seacoast         | Cash-Pool Cash Account (0706)             | \$36,882     | 0.15%         | \$ 36,882      | \$0         | \$55                      |
| Chase            | Cash-Pool Cash (2110)                     | \$838,239    | 0.00%         | \$ 838,239     | -           |                           |
|                  | <i>Less: Pool Cash Due to Sewer Fund</i>  |              |               | \$ (191,624)   |             | \$0                       |
|                  | CD (5936)                                 | \$102,949    | 1.85%         | \$ 102,949     | \$0         | \$1,905                   |
| JP Morgan        | US Treasury Securities                    | \$17,698,907 | 2.53%         | \$ 17,878,200  | \$179,293   | \$448,398                 |
| ALL GENERAL FUND |                                           |              | 2.31%         | \$ 26,686,433  | \$179,293   | \$450,829                 |
| PRIOR MONTH      |                                           |              |               | \$ 27,182,690  |             |                           |

| SEWER OPERATING          |                                             |             |       |               |          |           |
|--------------------------|---------------------------------------------|-------------|-------|---------------|----------|-----------|
| SBA                      | Investment (032)                            | \$595       | 5.60% | \$ 595        | \$0      | \$33      |
| BoA                      | Sewer Operating Fund (4319)                 | \$1,816,144 | 1.14% | \$ 1,816,144  |          | \$20,704  |
| Seacoast                 | Cash (4966)                                 | \$22,662    | 0.15% | \$ 22,662     | \$0      | \$34      |
|                          | <i>Add: Pool Cash Due From General Fund</i> |             |       | \$ 1,461,381  |          | \$0       |
| JP Morgan                | US Treasury Securities                      | \$8,554,213 | 2.64% | \$ 8,600,303  | \$46,091 | \$225,883 |
| ALL SEWER OPERATING FUND |                                             |             | 2.82% | \$ 11,901,085 | \$46,091 | \$246,654 |
| PRIOR MONTH              |                                             |             |       | \$ 11,699,481 |          |           |

| SEWER IMPACT FEES (Restricted) |                                          |  |       |               |     |       |
|--------------------------------|------------------------------------------|--|-------|---------------|-----|-------|
| BoA                            | Sewer Impact Fees (4351)                 |  | 1.14% | \$ 10,774     |     | \$123 |
|                                | <i>Cash-Pool Cash Due From Gen. Fund</i> |  |       | \$ 70,307     |     | \$0   |
| ALL SEWER IMPACT               |                                          |  | 0.15% | \$ 81,081     | \$0 | \$123 |
| PRIOR MONTH                    |                                          |  |       | \$ 38,668,599 |     |       |
| MONTHLY CHANGE                 |                                          |  |       | \$ -          |     |       |
| MONTHLY CHANGE %               |                                          |  |       | 0.0%          |     |       |

# United States Government Securities

June, 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 Bill (6-month)             | 912797HP5 | 05/30/24      | 11/29/24      | \$ 2,755,000         | 2.500%      | \$ 2,684,037  | 3.75%             | \$ 2,695,835  | \$ 11,798  | \$ 5,319         | \$ 128,933         |
| J.P.Morgan       | US Treasury Bill (6-month)             | 912796ZV4 | 06/27/24      | 12/26/24      | \$ 2,102,000         |             | \$ 2,048,122  | 2.83%             | \$ 2,048,839  | \$ 716     |                  | \$ 53,878          |
| J.P.Morgan       | US Treasury Bill (3-month)             | 912797KD8 | 05/29/24      | 08/29/24      | \$ 2,840,000         |             | \$ 2,802,724  | 1.48%             | \$ 2,815,541  | \$ 12,817  |                  | \$ 37,276          |
| J.P.Morgan       | US Treasury Bill (12-month)            | 912797LN5 | 06/20/24      | 06/12/25      | \$ 3,954,300         |             | \$ 3,766,585  | 3.54%             | \$ 3,769,595  | \$ 3,010   |                  | \$ 187,715         |
| J.P.Morgan       | US Treasury Bill (6-month)             | 912797KB2 | 02/13/24      | 08/15/24      | \$ 3,810,000         |             | \$ 3,712,921  | 1.21%             | \$ 3,785,038  | \$ 72,117  |                  | \$ 97,079          |
| J.P.Morgan       | US Treasury Bill (12-month)            | 912797HP5 | 11/30/23      | 11/29/24      | \$ 2,824,000         |             | \$ 2,684,518  | 2.61%             | \$ 2,763,353  | \$ 78,835  |                  | \$ 139,482         |
| ALL GENERAL FUND |                                        |           |               |               | \$ 18,285,300        |             | \$ 17,698,907 |                   | \$ 17,878,200 | \$ 179,293 | \$ 5,319         | \$ 644,363         |
| PRIOR MONTH      |                                        |           |               |               |                      |             |               |                   | \$ 17,809,374 | 2.53%      |                  |                    |

| SEWER FUND               |                             |           |          |          |              |  |              |       |              |           |  |            |
|--------------------------|-----------------------------|-----------|----------|----------|--------------|--|--------------|-------|--------------|-----------|--|------------|
| J.P.Morgan               | US Treasury Bill (6-month)  | 912797LN5 | 06/13/24 | 12/12/24 | \$ 1,620,000 |  | \$ 1,578,579 | 2.72% | \$ 1,582,201 | \$ 3,622  |  | \$ 41,421  |
| J.P.Morgan               | US Treasury Bill (6-month)  | 912797HE0 | 05/06/24 | 10/31/24 | \$ 5,499,000 |  | \$ 5,361,383 | 2.35% | \$ 5,402,561 | \$ 41,178 |  | \$ 137,617 |
| J.P.Morgan               | US Treasury Bill (12-month) | 912797LN5 | 06/20/24 | 06/12/25 | \$ 1,694,700 |  | \$ 1,614,251 | 3.54% | \$ 1,615,541 | \$ 1,290  |  | \$ 80,449  |
| ALL SEWER OPERATING FUND |                             |           |          |          | \$ 8,813,700 |  | \$ 8,554,213 |       | \$ 8,600,303 | \$ 46,091 |  | \$ 259,487 |
| PRIOR MONTH              |                             |           |          |          |              |  |              |       | \$ 8,567,368 | 2.64%     |  |            |

|                  |               |               |  |               |            |       |
|------------------|---------------|---------------|--|---------------|------------|-------|
| ALL FUNDS        | \$ 27,099,000 | \$ 26,253,120 |  | \$ 26,478,503 | \$ 225,384 | 2.57% |
| PRIOR MONTH      |               |               |  | \$ 26,376,742 |            |       |
| MONTHLY CHANGE   |               |               |  | \$ 101,761    |            |       |
| MONTHLY CHANGE % |               |               |  | 0.4%          |            |       |

# EXECUTIVE SUMMARY

## Fiscal Year-To-Date Financial Report

### Month Ending July, 2024

| CURRENT YEAR OPERATIONAL PERFORMANCE |                     |                     |                         |            |
|--------------------------------------|---------------------|---------------------|-------------------------|------------|
| Fund or Fund Segment                 | YTD<br>Revenue      | YTD<br>Expense      | Revenue Less<br>Expense | Margin %   |
| General Fund Operations              | \$15,066,916        | \$12,186,595        | \$2,880,321             | 19%        |
| <b>General Fund Sub-Total</b>        | <b>\$15,067,012</b> | <b>\$12,186,595</b> | <b>\$2,880,417</b>      | <b>19%</b> |
| Sewer Fund Operations                | \$3,124,404         | \$2,842,754         | \$281,649               | 9%         |
| Sewer Fund Restricted Impact Fee     | \$11,976            | \$7,378             | \$4,598                 | 38%        |
| <b>Sewer Fund Sub-Total</b>          | <b>\$3,136,380</b>  | <b>\$2,850,132</b>  | <b>\$286,248</b>        | <b>9%</b>  |
| <b>TOTAL ALL FUNDS FISCAL YTD</b>    | <b>\$18,203,391</b> | <b>\$15,036,727</b> | <b>\$3,166,664</b>      | <b>17%</b> |

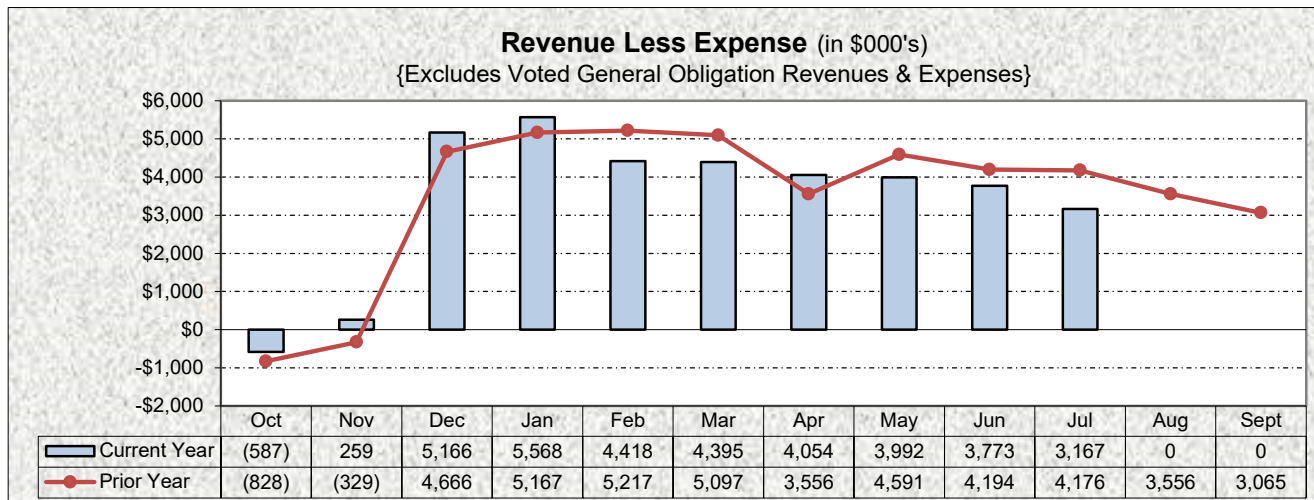
| CASH / INVESTMENT POSITIONS PERFORMANCE |                               |                             |                    |                   |
|-----------------------------------------|-------------------------------|-----------------------------|--------------------|-------------------|
|                                         | Current Month<br>Current Year | Current Month<br>Prior Year | 12-Month<br>Change | Percent<br>Change |
| General Fund (excl. G.O. Funds)         | \$25,831,459                  | \$24,803,393                | \$1,028,066        | 4%                |
| Sewer Fund                              | \$12,139,447                  | \$10,897,583                | \$1,241,864        | 11%               |
| <b>Sub-Total Operating Funds</b>        | <b>\$37,970,906</b>           | <b>\$35,700,976</b>         | <b>\$2,269,930</b> | <b>6%</b>         |
| <b>TOTAL ALL FUNDS</b>                  | <b>\$37,970,906</b>           | <b>\$35,700,976</b>         | <b>\$2,269,930</b> | <b>6%</b>         |

| 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        |       |

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

Month Ending July, 2024

| NON-G.O. FUNDS                             | July, 2024                     |                       | VERSUS PRIOR YEAR TO DATE |                                               |                     |
|--------------------------------------------|--------------------------------|-----------------------|---------------------------|-----------------------------------------------|---------------------|
|                                            | May, 2024<br>Current<br>Budget | Current YTD<br>Actual | Prior YTD<br>Actual       | Vs. Prior Yr.<br>Favorable /<br>(Unfavorable) | % vs.<br>Prior Year |
| <b>Revenues ('000s)</b>                    |                                |                       |                           |                                               |                     |
| General Fund                               | \$20,174                       | \$15,067              | \$14,911                  | \$156                                         | 1%                  |
| Utility Fund                               | \$4,533                        | \$3,136               | \$3,007                   | \$130                                         | 4%                  |
| <b>Total Revenues &amp; Appropriations</b> | <b>\$24,707</b>                | <b>\$18,203</b>       | <b>\$17,917</b>           | <b>\$286</b>                                  | <b>2%</b>           |
| <b>Expenses ('000s)</b>                    |                                |                       |                           |                                               |                     |
| General Fund Less Capital                  | \$16,670                       | \$11,066              | \$7,389                   | (\$3,677)                                     | 7%                  |
| General Fund Capital                       | \$3,504                        | \$1,121               | \$443                     | (\$678)                                       | -153%               |
| Utility Fund                               | \$4,533                        | \$2,850               | \$1,899                   | (\$951)                                       | -50%                |
| <b>Total Expenses &amp; Appropriations</b> | <b>\$24,707</b>                | <b>\$15,037</b>       | <b>\$9,731</b>            | <b>(\$5,306)</b>                              | <b>-55%</b>         |
| <b>Revenue Less Expense ('000s)</b>        |                                |                       |                           |                                               |                     |
| General Fund                               | \$0                            | \$2,880               | \$7,079                   | (\$4,198)                                     |                     |
| Utility Fund                               | \$0                            | \$286                 | \$1,108                   | (\$821)                                       |                     |
| <b>Revenue Less Expense</b>                | <b>\$0</b>                     | <b>\$3,167</b>        | <b>\$8,186</b>            | <b>(\$5,020)</b>                              |                     |





# General Fund Detail Budget Report

Month Ending July, 2024

|                                      | July, 2024           |                      | VERSUS PRIOR YEAR TO DATE |                                         |                  |
|--------------------------------------|----------------------|----------------------|---------------------------|-----------------------------------------|------------------|
|                                      | Current Budget       | Current YTD Actual   | Prior YTD Actual          | Vs. Prior Yr. Favorable / (Unfavorable) | % vs. Prior Year |
| <b>Revenues/Sources</b>              |                      |                      |                           |                                         |                  |
| Ad-Valorem Taxes                     | 9,171,000            | 9,059,215            | 8,847,679                 | 211,536                                 | 2.39%            |
| Business Taxes                       | 101,900              | 109,397              | 96,406                    | 12,991                                  | 13.48%           |
| Utility Taxes                        | 1,031,800            | 865,883              | 824,636                   | 41,247                                  | 5.00%            |
| Permits & Franchise Fees             | 970,600              | 800,123              | 826,210                   | (26,088)                                | -3.16%           |
| Intergovernmental                    | 1,456,200            | 608,850              | 912,423                   | (303,574)                               | -33.27%          |
| Donations                            | -                    | 720                  | 0                         | 720                                     |                  |
| Charges for Services                 | 1,951,900            | 1,831,702            | 1,610,377                 | 221,324                                 | 13.74%           |
| Fines & Forfeitures                  | 97,800               | 125,943              | 72,983                    | 52,960                                  | 72.56%           |
| Non-G.O. Interest                    | 495,000              | 601,967              | 430,072                   | 171,895                                 | 39.97%           |
| Unrealized Investment G/(L)          | -                    | -                    | 0                         | -                                       |                  |
| Miscellaneous & Fixed Asset Sales    | 220,500              | 161,538              | 474,887                   | (313,349)                               | -65.98%          |
| Internal Services                    | 1,276,500            | 901,580              | 815,000                   | 86,580                                  | 10.62%           |
| Non G.O. Transfer In-Fund Balance    | 3,400,600            | -                    | 0                         | -                                       |                  |
| <b>Non-G.O. Gen. Fund Revenue</b>    | <b>\$ 20,173,800</b> | <b>\$ 15,066,916</b> | <b>\$ 14,910,673</b>      | <b>\$ 156,243</b>                       | <b>1.05%</b>     |
| <b>Operating Expenditures</b>        |                      |                      |                           |                                         |                  |
| <b>Excluding CAPITAL Expense</b>     |                      |                      |                           |                                         |                  |
| Legislative                          | 206,000              | 132,470              | 171,417                   | (38,947)                                | -22.72%          |
| Executive                            | 798,400              | 643,047              | 476,813                   | 166,234                                 | 34.86%           |
| Finance                              | 678,800              | 410,369              | 460,988                   | (50,619)                                | -10.98%          |
| Legal Counsel                        | 173,300              | 108,043              | 107,098                   | 946                                     | 0.88%            |
| Comp. Planning                       | 125,100              | 62,845               | 71,553                    | (8,708)                                 | -12.17%          |
| Information Technology               | 628,500              | 348,813              |                           | 348,813                                 |                  |
| Other Gov't Services                 | 59,000               | 37,844               | 301,284                   | (263,440)                               | -87.44%          |
| Public Safety Operations             | 7,091,300            | 5,016,261            | 4,892,116                 | 124,145                                 | 2.54%            |
| Building Dept.                       | 717,100              | 515,231              | 562,796                   | (47,565)                                | -8.45%           |
| Emergency Mgmt - Hurricanes          | -                    | -                    | 0                         | -                                       |                  |
| Phy. Envir. -- Solid Waste/Recycle   | 1,672,900            | 1,305,117            | 891,314                   | 413,803                                 | 46.43%           |
| Public Works Operations              | 1,815,700            | 1,218,586            | 993,584                   | 225,002                                 | 22.65%           |
| Inventory                            | -                    | -                    | 0                         | -                                       |                  |
| Human Resources                      | 48,400               |                      | 147,237                   | (147,237)                               | -100.00%         |
| Parks & Rec                          | 554,800              | 450,466              | 334,709                   | 115,756                                 | 34.58%           |
| Community Center                     | 671,200              | 522,699              | 428,641                   | 94,058                                  | 21.94%           |
| Senior Center                        | -                    | -                    | 0                         | -                                       |                  |
| Economic Development Programs        | 100,000              | 26,653               | 0                         | 26,653                                  |                  |
| Contingency/Transfers                | 1,084,400            | -                    | 0                         | -                                       |                  |
| Long-Term Debt                       | 344,700              | 267,293              | 0                         | 267,293                                 |                  |
| Non-G.O. Operations Expense          | 16,669,600           | 11,065,736           | 9,839,550                 | 1,226,186                               | 12.46%           |
| Non-G.O. CAPITAL Expense             | 3,504,200            | 1,120,860            | 328,304                   | 792,556                                 | 241.41%          |
| <b>Total Non-G.O. Expense</b>        | <b>20,173,800</b>    | <b>12,186,595</b>    | <b>10,167,854</b>         | <b>7,443,776</b>                        | <b>73.21%</b>    |
| <b>Non-G.O. Revenue Less Expense</b> | <b>\$ -</b>          | <b>\$ 2,880,321</b>  | <b>\$ 4,742,819</b>       | <b>\$ 2,880,321</b>                     | <b>60.73%</b>    |

# Utility Fund Detail Budget Report

Month Ending July, 2024

|                                       |                |                    | VERSUS PRIOR YEAR TO DATE |                           |                  |
|---------------------------------------|----------------|--------------------|---------------------------|---------------------------|------------------|
|                                       | July, 2024     |                    |                           | Vs. Prior Yr.             |                  |
|                                       | Current Budget | Current YTD Actual | Prior YTD Actual          | Favorable / (Unfavorable) | % vs. Prior Year |
| Fund 401                              |                |                    |                           |                           |                  |
| Operations Revenues                   |                |                    |                           |                           |                  |
| Charges for Services                  | \$ 4,301,700   | \$2,821,053        | \$2,769,014               | \$52,039                  | 2%               |
| Interest                              | 215,000        | 303,351            | 226,480                   | 76,871                    | 34%              |
| Sale of Fixed Assets / Misc.          |                | 0                  | 0                         | 0                         |                  |
| Total Operating Revenues              | \$ 4,516,700   | \$3,124,404        | \$2,995,494               | \$128,910                 | 36%              |
| Operations Expenditures               |                |                    |                           |                           |                  |
| Sewer Operating Incl. Depreciation    | \$ 4,516,700   | \$2,842,754        | \$2,428,343               | (\$414,411)               | -17%             |
| - Less Debt Service Principal [a]     | 0              | 0                  | 0                         |                           |                  |
| - Less Not Offset Capital Expense [b] | 0              | 0                  | 0                         |                           |                  |
| Total Operating Expense               | \$ 4,516,700   | \$2,842,754        | \$2,428,343               | (\$414,411)               | -17%             |
| Operations Margin                     | \$ -           | \$281,649          | \$567,151                 |                           |                  |
| % Gain/(Loss)                         |                | 10%                | 23%                       |                           |                  |
| Fund 402                              |                |                    |                           |                           |                  |
| Impact Fee Revenues                   |                |                    |                           |                           |                  |
| Sewer Impact Fees                     | \$ 16,100      | \$ 11,875          | \$11,050                  | \$825                     | 7%               |
| Impact Fee Interest                   | 0              | 101                | 79                        | 22                        | 28%              |
| I.F. Approp. Retained Earnings        |                |                    |                           |                           |                  |
| Total Impact Fee Revenue              | \$ 16,100      | \$ 11,976          | \$ 11,129                 | \$ 847                    | 8%               |
| Impact Fee Expense                    |                |                    |                           |                           |                  |
| Sewer Impact Fee Exp                  | \$ 16,100      | \$ 7,378           | \$5,736                   | \$ (1,642)                | -29%             |
| Total Impact Fee Expense              | \$ 16,100      | \$ 7,378           | \$5,736                   | \$ (1,642)                | -29%             |
| Impact Fee Margin                     | \$ -           | \$ 4,598           | \$ 5,393                  | \$ (795)                  | -15%             |
| TOTAL FUND Revenue                    |                |                    |                           |                           |                  |
| TOTAL FUND Revenue                    | \$ 4,532,800   | \$3,136,380        | \$3,006,623               | \$129,757                 |                  |
| TOTAL FUND Expense                    | \$ 4,532,800   | \$2,850,132        | \$2,434,079               | (\$416,053)               |                  |
| FUND Revenue Less Expense             |                | \$286,248          | \$572,544                 | (\$286,296)               |                  |

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

| <u>Department</u>              | <u>Description</u>                 | <u>Budgeted*</u> | <u>Paid</u>      | <u>last month</u> |
|--------------------------------|------------------------------------|------------------|------------------|-------------------|
| 51/10-20 Executive/Legislative | May, 2024                          | 500,000          | -                | -                 |
| 5130 Finance                   | Leases                             | 9,100            | -                | -                 |
| 5160 Information Technology    | Equipment                          | 185,500          | -                | -                 |
| 5210 Pub. Safety Admin         |                                    | -                | -                | -                 |
| 5211 Patrol/Fire/Rescue        | Equipment                          | 453,000          | 269,023          | 265,920           |
| 5240 Building & Codes          | Equipment                          | 225,000          | 141,846          | 141,846           |
| 5410 Pub. Works Admin          |                                    | -                | -                | -                 |
| 5412 Pub. Works Bldg. Maint    |                                    | 345,000          | 183,710          | 183,710           |
| 5413 Pub. Works Streets        | Equipment                          | 74,000           | 66,251           | 66,251            |
|                                | Road Improvements Misc.            | 208,200          | -                | -                 |
|                                | Gas Tax Financed                   |                  |                  |                   |
|                                | Appropriated Road Improvements     |                  | -                | -                 |
|                                | Crosswalks                         | -                | -                | -                 |
| 5720 Parks                     | Improvements                       | 1,489,900        | 445,898          | 298,534           |
|                                | Equipment                          | 14,500           | 14,131           | 14,131            |
| 5751 Community Center          |                                    | -                | -                | -                 |
| 5752 Senior Center             |                                    | -                | -                | -                 |
| <b>GENERAL FUND TOTAL</b>      |                                    | <b>3,504,200</b> | <b>1,120,860</b> | <b>970,393</b>    |
| 401-5350 Sewer Operating       | IMPROVEMENTS                       |                  |                  |                   |
|                                | Sewer Engineering and Project Cost | 2,259,400        | 14,229           | 14,229            |
|                                | EQUIPMENT                          | 37,000           | 28,460           | 28,460            |
|                                | Capital Offset to Depreciation Exp | (2,296,400)      | (42,689)         | (42,689)          |
| <b>GRAND TOTAL</b>             |                                    | <b>3,504,200</b> | <b>1,120,860</b> | <b>970,393</b>    |

# INVESTMENT REPORT

## July, 2024

### Policy Restrictions

| Investment               | May, 2024 | Must | Int.Cap | Class Cap | Current | In Limits |
|--------------------------|-----------|------|---------|-----------|---------|-----------|
| SBA                      | SBA       |      |         | None      | 0.0%    |           |
| US Gov't Securities      | USGS      |      |         | 100%      | 70.1%   | Yes       |
| Cash & CDs               | CASH      |      |         | None      | 29.9%   | Yes       |
| Money Market Funds       | MMF       |      |         | 20%       | 0.0%    |           |
| Fed Instrum. & Agncy     | FIA       |      |         | 30%       | 0.0%    |           |
| Collat. Mortg. Obligtns. | CMO       |      |         | 20%       | 0.0%    |           |
| Commercial Paper         | CP        |      |         | 10%       | 0.0%    |           |
| FMIT                     | FMIT      |      |         | None      |         |           |

### Performance @Period Ending: July, 2024

| Institution                | Account      | Maturity | Asset      | Invest Class | Restriction      | Account Value        | Period Int. Rate | % of Portfolio |
|----------------------------|--------------|----------|------------|--------------|------------------|----------------------|------------------|----------------|
| SBA: Prime                 | 131031       |          | Investment | SBA          | General Fund     | \$ 597               | 5.33%            | 0%             |
| SBA: Prime                 | 131032       |          | Investment | SBA          | Sewer Fund       | \$ 597               | 5.33%            | 0%             |
| <b>TOTAL SBA</b>           |              |          |            |              |                  | <b>\$ 1,195</b>      |                  | <b>0.0%</b>    |
| U.S. Treasury Bill         | 912797HP5    | 11/29/24 | Investment | USGS         | General Fund     | \$ 2,687,579         | 3.94%            | 7%             |
| U.S. Treasury Bill         | 912796ZV4    | 12/26/24 | Investment | USGS         | General Fund     | \$ 2,059,848         | 2.40%            | 5%             |
| U.S. Treasury Bill         | 912797KD8    | 08/29/24 | Investment | USGS         | General Fund     | \$ 2,828,348         | 1.01%            | 7%             |
| U.S. Treasury Bill         | 912797LN5    | 06/12/25 | Investment | USGS         | General Fund     | \$ 3,795,287         | 3.91%            | 10%            |
| U.S. Treasury Bill         | 912797KB2    | 08/15/24 | Investment | USGS         | General Fund     | \$ 3,802,199         | 1.46%            | 10%            |
| U.S. Treasury Bill         | 912797HP5    | 11/29/24 | Investment | USGS         | General Fund     | \$ 2,797,277         | 3.05%            | 7%             |
| U.S. Treasury Bill         | 912797LN5    | 12/12/24 | Investment | USGS         | Sewer Fund       | \$ 1,590,301         | 2.34%            | 4%             |
| U.S. Treasury Bill         | 912797HE0    | 12/12/24 | Investment | USGS         | Sewer Fund       | \$ 5,427,674         | 2.12%            | 14%            |
| U.S. Treasury Bill         | 912797LN5    | 10/31/24 | Investment | USGS         | Sewer Fund       | \$ 1,626,551         | 3.91%            | 4%             |
| <b>TOTAL US TREASURIES</b> |              |          |            |              |                  | <b>\$ 26,615,064</b> |                  | <b>70.1%</b>   |
| Bank of America            | 005562564351 |          | Cash       | CASH         | Sewer Impact Fee | \$ 10,785            | 1.14%            | 0%             |
| JP Morgan Chase            | 663652210    |          | Cash       | CASH         | Working Cash     | \$ 842,290           | 0.00%            | 2%             |
| JP Morgan Chase CD         | 100079555936 |          | Cash       | CD           | Pool Cash        | \$ 102,949           | 1.85%            | 0%             |
| Seacoast Bank              | 4810004966   |          | Cash       | CASH         | Sewer Operating  | \$ 22,665            | 0.15%            | 0%             |
| Seacoast Bank              | 4810000706   |          | Cash       | CASH         | Working Cash     | \$ 36,887            | 0.15%            | 0%             |
| <b>TOTAL BANKS</b>         |              |          |            |              |                  | <b>\$ 11,354,647</b> |                  | <b>29.9%</b>   |

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| <b>TOTAL CURRENT VALUE @ PERIOD END</b>                | <b>\$37,970,906</b> |
| <b>WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH</b> | <b>1.8747%</b>      |

| 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)                          | \$ 25,831,459        | \$ 26,686,433        | \$ 24,572,879          | \$ 22,691,737             |
| Sewer Fund                                               | \$ 12,139,447        | \$ 11,982,166        | \$ 10,881,381          | \$ 11,378,235             |
| <b>TOTAL</b>                                             | <b>\$ 37,970,906</b> | <b>\$ 38,668,599</b> | <b>\$ 35,454,260</b>   | <b>\$ 34,069,972</b>      |
| <b>Percent Change for Current</b>                        | <b>N/A</b>           | <b>-1.8%</b>         | <b>7.1%</b>            | <b>11.4%</b>              |

# Portfolio Report

July, 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)                  | \$597        | 5.60%         | \$ 597         | \$0         | \$33                      |
| BoA              | Cash-Pool Cash Account (5882)             | \$8,521,190  | 0.00%         | \$ 8,521,190   | \$0         | \$399                     |
|                  | <i>Includes Contraband Pool Cash</i>      |              |               | \$ 70,687      |             | \$0                       |
|                  | <i>Includes Economic Development Cash</i> |              |               | \$ 559,694     |             | \$0                       |
|                  | <i>Less: Pool Cash Due to Sewer Funds</i> |              |               | \$ (1,451,368) |             | \$0                       |
| Seacoast         | Cash-Pool Cash Account (0706)             | \$36,887     | 0.15%         | \$ 36,887      | \$0         | \$55                      |
| Chase            | Cash-Pool Cash (2110)                     | \$842,290    | 0.00%         | \$ 842,290     | -           |                           |
|                  | <i>Less: Pool Cash Due to Sewer Fund</i>  |              |               | \$ (191,624)   |             | \$0                       |
|                  | CD (5936)                                 | \$102,949    | 1.85%         | \$ 102,949     | \$0         | \$1,905                   |
| JP Morgan        | US Treasury Securities                    | \$17,698,907 | 2.63%         | \$ 17,970,538  | \$271,631   | \$466,300                 |
| ALL GENERAL FUND |                                           |              | 2.81%         | \$ 25,831,459  | \$271,631   | \$468,693                 |
| PRIOR MONTH      |                                           |              |               | \$ 26,686,433  |             |                           |

| SEWER OPERATING          |                                             |             |       |               |          |           |
|--------------------------|---------------------------------------------|-------------|-------|---------------|----------|-----------|
| SBA                      | Investment (032)                            | \$597       | 5.60% | \$ 597        | \$0      | \$33      |
| BoA                      | Sewer Operating Fund (4319)                 | \$1,817,882 | 1.14% | \$ 1,817,882  |          | \$20,724  |
| Seacoast                 | Cash (4966)                                 | \$22,665    | 0.15% | \$ 22,665     | \$0      | \$34      |
|                          | <i>Add: Pool Cash Due From General Fund</i> |             |       | \$ 1,574,252  |          | \$0       |
| JP Morgan                | US Treasury Securities                      | \$8,554,213 | 2.50% | \$ 8,644,526  | \$90,314 | \$213,557 |
| ALL SEWER OPERATING FUND |                                             |             | 3.12% | \$ 12,059,923 | \$90,314 | \$234,348 |
| PRIOR MONTH              |                                             |             |       | \$ 11,901,085 |          |           |

| SEWER IMPACT FEES (Restricted) |                                          |  |       |           |     |       |
|--------------------------------|------------------------------------------|--|-------|-----------|-----|-------|
| BoA                            | Sewer Impact Fees (4351)                 |  | 1.14% | \$ 10,785 |     | \$123 |
|                                | <i>Cash-Pool Cash Due From Gen. Fund</i> |  |       | \$ 68,740 |     | \$0   |
| ALL SEWER IMPACT               |                                          |  | 0.15% | \$ 79,525 | \$0 | \$123 |
| PRIOR MONTH                    |                                          |  |       | \$ 81,081 |     |       |

|                  |  |  |       |               |           |           |
|------------------|--|--|-------|---------------|-----------|-----------|
| ALL FUNDS        |  |  | 1.85% | \$ 37,970,906 | \$361,944 | \$703,163 |
| PRIOR MONTH      |  |  |       | \$ 38,668,599 |           |           |
| MONTHLY CHANGE   |  |  |       | \$ (697,693)  |           |           |
| MONTHLY CHANGE % |  |  |       | -1.8%         |           |           |

# United States Government Securities

July, 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 Bill (6-month)             | 912797HP5 | 05/30/24      | 11/29/24      | \$ 2,755,000         | 2.500%      | \$ 2,684,037  | 3.94%             | \$ 2,687,579  | \$ 3,543   | \$ 5,319         | \$ 128,933         |
| J.P.Morgan       | US Treasury Bill (6-month)             | 912796ZV4 | 06/27/24      | 12/26/24      | \$ 2,102,000         |             | \$ 2,048,122  | 2.40%             | \$ 2,059,848  | \$ 11,726  |                  | \$ 53,878          |
| J.P.Morgan       | US Treasury Bill (3-month)             | 912797KD8 | 05/29/24      | 08/29/24      | \$ 2,840,000         |             | \$ 2,802,724  | 1.01%             | \$ 2,828,348  | \$ 25,624  |                  | \$ 37,276          |
| J.P.Morgan       | US Treasury Bill (12-month)            | 912797LN5 | 06/20/24      | 06/12/25      | \$ 3,954,300         |             | \$ 3,766,585  | 3.91%             | \$ 3,795,287  | \$ 28,702  |                  | \$ 187,715         |
| J.P.Morgan       | US Treasury Bill (6-month)             | 912797KB2 | 02/13/24      | 08/15/24      | \$ 3,810,000         |             | \$ 3,712,921  | 1.46%             | \$ 3,802,199  | \$ 89,278  |                  | \$ 97,079          |
| J.P.Morgan       | US Treasury Bill (12-month)            | 912797HP5 | 11/30/23      | 11/29/24      | \$ 2,824,000         |             | \$ 2,684,518  | 3.05%             | \$ 2,797,277  | \$ 112,758 |                  | \$ 139,482         |
| ALL GENERAL FUND |                                        |           |               |               | \$ 18,285,300        |             | \$ 17,698,907 |                   | \$ 17,970,538 | \$ 271,631 | \$ 5,319         | \$ 644,363         |
| PRIOR MONTH      |                                        |           |               |               |                      |             |               |                   | \$ 17,878,200 | 2.63%      |                  |                    |

| SEWER FUND               |                             |           |          |          |              |  |              |       |              |           |  |            |
|--------------------------|-----------------------------|-----------|----------|----------|--------------|--|--------------|-------|--------------|-----------|--|------------|
| J.P.Morgan               | US Treasury Bill (6-month)  | 912797LN5 | 06/13/24 | 12/12/24 | \$ 1,620,000 |  | \$ 1,578,579 | 2.34% | \$ 1,590,301 | \$ 11,722 |  | \$ 41,421  |
| J.P.Morgan               | US Treasury Bill (6-month)  | 912797HE0 | 05/06/24 | 10/31/24 | \$ 5,499,000 |  | \$ 5,361,383 | 2.12% | \$ 5,427,674 | \$ 66,291 |  | \$ 137,617 |
| J.P.Morgan               | US Treasury Bill (12-month) | 912797LN5 | 06/20/24 | 06/12/25 | \$ 1,694,700 |  | \$ 1,614,251 | 3.91% | \$ 1,626,551 | \$ 12,301 |  | \$ 80,449  |
| ALL SEWER OPERATING FUND |                             |           |          |          | \$ 8,813,700 |  | \$ 8,554,213 |       | \$ 8,644,526 | \$ 90,314 |  | \$ 259,487 |
| PRIOR MONTH              |                             |           |          |          |              |  |              |       | \$ 8,600,303 | 2.50%     |  |            |

|           |               |               |                  |               |            |       |
|-----------|---------------|---------------|------------------|---------------|------------|-------|
| ALL FUNDS | \$ 27,099,000 | \$ 26,253,120 |                  | \$ 26,615,064 | \$ 361,944 | 2.59% |
|           |               |               | PRIOR MONTH      | \$ 26,478,503 |            |       |
|           |               |               | MONTHLY CHANGE   | \$ 136,561    |            |       |
|           |               |               | MONTHLY CHANGE % | 0.5%          |            |       |



## **CITY COMMISSION AGENDA MEMORANDUM AUGUST 27, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Stewart Cruz, Community Services Director

**PREPARED BY:** Stewart Cruz, Community Services Director

**SUBJECT:** 2616 S. Atlantic Avenue Indemnification Agreement Between 91 ONEIDA, LLC and the City of Daytona Beach Shores

### **SYNOPSIS:**

The owner of the property located at 2616 S. Atlantic Avenue, 91 Oneida, LLC is proposing the construction of a three-story 123-unit self-storage facility on the west side of the subject property. The regular site plan (RSP12023048) associated with this development is on tonight's agenda for City Commission consideration. During previous entitlement public hearings, the owner of the adjacent Cow Lick's property alleged that the proposed reconfigured parking plan for the 2616 S. Atlantic Avenue property could violate an existing Reciprocal Grant of Easement parking agreement (Exhibit A).

The attached indemnification agreement between ONEIDA, LLC and the City of Daytona Beach Shores (Exhibit B) is provided to protect, and hold harmless, the City from any potential legal liability or lawsuit resulting from a third-party real property owner alleging the 2616 S. Atlantic Avenue self-storage special exception (SPEX12022030), and construction of the same, violates their real property interest.

The subject special exception was approved by the City on March 13, 2023.

### **FISCAL IMPACT STATEMENT:**

No impact on this years' budget.

### **BACKGROUND:**

### **LEGAL REVIEW:**

### **RECOMMENDATION:**

Approval as presented.

**SUGGESTED MOTION:**

A City Commissioner may motion as follows:

1. "I move to approve the 2616 S. Atlantic Avenue Indemnification Agreement between 91 ONEIDA, LLC and the City of Daytona Beach Shores as presented."

OR

2. "I move to approve the 2616 S. Atlantic Avenue Indemnification Agreement between 91 ONEIDA, LLC and the City of Daytona Beach Shores, with the following amendments or conditions...."

OR

3. "I move to deny the 2616 S. Atlantic Avenue Indemnification Agreement between 91 ONEIDA, LLC and the City of Daytona Beach Shores."

**ATTACHMENT:**

1. Exhibit A-Selected Minutes W. DN Easement Concerns
2. Exhibit B - 2616 S. Atlantic Avenue Indemnification Agreement 91 Oneida, LLC - With Exhibits



**MINUTES**  
**CITY COUNCIL MEETING**  
**October 25, 2022**

**3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

**1. CALL TO ORDER BY MAYOR**

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

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

**2. ROLL CALL BY CITY CLERK**

**3. PRAYER**

**4. PLEDGE OF ALLEGIANCE**

**5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**

**6. APPROVAL OF MINUTES**

A. City Council Minutes October 11, 2022

**VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER CHRIS CONOMOS to Approve the City Council Minutes of October 11, 2022.**

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

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

**7. CONSENT AGENDA:**

A. Public Safety September report

B. Community Services Department Monthly Report - September 2022

C. Mead & Hunt Continuing Services Contract

D. Tyler Technologies Saas (Software as a Service) Contract

**COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD BRYAN to Approve the consent agenda as presented.**

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

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

## **8. REPORTS OF THE CITY ATTORNEY:**

A. City Attorney Report

Attorney Becky Vose reviewed her report to the council. Mayor Miller inquired about the Emergency Pay Policy from 2017. The City Manager worked through the hurricane including the past two Saturdays and did not request to be paid for his time. She felt he should be compensated in the same manner as all other employees. There was a full consensus by the council to pay the City Manager for his time during the declared emergency.

## **9. REPORTS OF THE CITY MANAGER:**

A. CM Report October 25, 2022

City Manager Swartzlander reviewed his report to the council. An update on hurricane debris pickup and permits was provided. He reminded everyone that the next City Council meeting is on Wednesday, November 9th at 7:00 pm. The City Manager recently attended a meeting with the Lt. Governor and other county representatives to discuss coastal erosion. He requested that the Council authorize the Mayor to sign a letter to Governor Desantis to implement the coastal erosion suggestions by the county. The council provided their consensus. The City Manager requested council to extend the deadline for businesses to apply for the sign grant program. The original deadline was in mid November. Staff would like the date changed to January 1, due to the recent hurricane. It was noted that this would not extend the April deadline for the sign removal.

**COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to approve moving the deadline to apply for a sign grant to January 1, 2023.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).  
**Yes:** Mayor Nancy Miller, Vice Mayor Mel Lindauer, Councilmember Richard Bryan,  
Councilmember Michael Politis, Councilmember Chris Conomos

## 10. OLD BUSINESS:

### A. Ordinance 2022-16: Voluntary Annexation - 2822 S. Atlantic Avenue

Attorney Vose read the ordinance by title. There was no further discussion on the item.  
**COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Ordinance 2022-16 on second reading.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).  
**Yes:** Mayor Nancy Miller, Vice Mayor Mel Lindauer, Councilmember Richard Bryan,  
Councilmember Michael Politis, Councilmember Chris Conomos

### B. Ordinance 2022-18: Voluntary Annexation - 3615 Cardinal Boulevard

Attorney Vose read the ordinance by title. There was no further discussion on the item.  
**COUNCILMEMBER CHRIS CONOMOS moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Ordinance 2022-18 on second reading.**

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

### C. Ordinance 2022-19: Voluntary Annexation - 105 Broad Avenue

Attorney Vose read the ordinance by title. There was no further discussion on the item.  
**COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Ordinance 2022-19 on second reading.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).  
**Yes:** Mayor Nancy Miller, Vice Mayor Mel Lindauer, Councilmember Richard Bryan,  
Councilmember Michael Politis, Councilmember Chris Conomos

## 11. QUASI-JUDICIAL HEARING

### A. Ordinance 2022-22: Application to Amend Zoning Map RZ12022032-Parcel 5322-00-04-0170 (2616 S. Atlantic Avenue)

Attorney Vose read the ordinance by title. All witnesses were sworn in for the hearing by the City Clerk. There was no ex-parte communication by the council. City Planner Noel Eaton explained that the proposed ordinance would change the zoning classification for the vacant



property located at 2616 S. Atlantic Avenue. The current designation is RMF-3 (Residential Multi-family) to GCRD (General Commercial Redevelopment District). The applicant, Andy Clark, would like to create an interior storage facility. All due public notice had been met and both staff and the Planning & Zoning Board recommended approval. There was no one who wished to speak for or against the proposed ordinance.

**COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve Ordinance 2022-22 on first reading.**

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

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

## 12. NEW BUSINESS:

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

Attorney Vose read the ordinance by title. City Planner Noel Eaton explained that the proposed ordinance was an administrative amendment by staff for off-street parking for interior storage facilities. The current requirement is one parking space per employee plus one space for each 1,500 square feet of the facility. If adopted, the new standard would be one parking space per 6,000 square feet of gross floor area. All due public notice has been met and both staff and the Planning & Zoning Board recommended approval.

**COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER CHRIS CONOMOS to Approve Ordinance 2022-20 on first reading.**

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

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

- B. Ordinance 2022-21: Comprehensive Plan Future Land Use Map Amendment CPA12022031-Parcel 5322-00-04-0170 (2616 S. Atlantic Ave.)

Attorney Vose read the ordinance by title. City Planner Noel Eaton explained that the proposed ordinance would amend the future land use designation for the vacant lot at 2616 S. Atlantic Avenue. It is currently designated as Medium Density Residential. The proposed designation would be Tourist Oriented Commercial which is appropriate for an interior storage facility. The impact summary analysis was reviewed with no further questions. All due public notice was met and both staff and the Planning & Zoning Board recommended approval.

Danial Nathan, owner of Cowlicks Ice Cream, spoke to the council. He stated that he has a parking easement and felt the new development would encroach onto his property.

Community Services Director Stewart Cruz explained that this is only an entitlement process for the use of the property. The easement is a private document between the two owners.

**COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER MICHAEL POLITIS to approve Ordinance 2022-21 on first reading.**

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

**Yes:** Mayor Nancy Miller, Vice Mayor Mel Lindauer, Councilmember Richard Bryan,

Councilmember Michael Politis, Councilmember Chris Conomos

- C. Non-conforming Sign Removal Incentive Grant Application: 2616 S. Atlantic Avenue, 91 Oneida, LLC (All Aboard Storage and Sherwin Williams)

City Planner Noel Eaton provided the background for the sign grant application. Two quotes were obtained and they met all the sign requirements. The owner chose the quote from Permacraft and is applying for a grant in the amount of \$2,000. Staff recommended approval provided that no code enforcement violations exist on the property prior to the disbursement of city funds.

**COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Approve the Non-conforming Sign Removal Incentive Grant for 91 Oneida, LLC in the amount of \$2,000.**

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

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

- D. Ordinance 2022-17: Voluntary Annexation - 2820 S. Atlantic Avenue

Attorney Vose read the ordinance by title. Property owner Belinda Jenkins spoke on her own behalf. She stated that she was aware of several complaints regarding her dogs. She provided copies of vaccination records for the three dogs she currently has. Ms. Jenkins informed the council that her dogs were kept inside 80% of the time and it was her right to have unaltered dogs. The dogs are AKC registered, with micro-chips and apple tracker tags. She has discontinued breeding as the county regulations prohibit that. One dog is considered a service dog for her autistic son. There were many complaints this past spring as one dog continued to escape the yard. They have now made changes to the fence and gate to stop this behavior. Ms. Jenkins explained that all past citations were paid to the County. She further explained that the property does have a back apartment that is rented out with a one-year lease. It is not used as an Air BNB. She would like to annex into the city for tax benefits.

City Planner Noel Eaton informed the council that in the past year, staff found 18 different cases by Volusia County Code Enforcement and Animal Services. Most of them were for unrestrained dogs. There are currently two cases from October 17, 2022 being investigated for having too many dogs and working on the property without a permit. The ads on social media for available puppies are still current. Ms. Eaton explained that the City Council could approve, deny or continue the ordinance again for a time certain. CMBR Politis felt uncomfortable with the ongoing complaints by Volusia County. He would like to take the time to allow the county to finish their investigation and have the applicant re-apply for annexation at a later date.

**COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Deny Ordinance 2022-17.**

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

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



E. Resolution 2022-11: A Resolution To Allow Certain Temporary Signs For Businesses As A Result Of Hurricane Ian

Attorney Vose read the resolution by title. The proposed resolution would allow temporary signs for businesses due to Hurricane Ian damage with no permit fee required. There are two options for businesses and one must be chosen. Option A would allow two temporary signs per business, provided there were two signs damaged. The temporary signs will need to be removed by April 7, 2023. The temporary signs could be banner style no larger than 32 square feet or an A-frame style of no more than 16 square feet per side. Option B is only one temporary sign no larger than 100 square feet that will need to be removed by January 9, 2023.

**COUNCILMEMBER CHRIS CONOMOS moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Resolution 2022-11 on first reading as presented.**

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

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

**13. COUNCIL COMMENTS:**

Mayor Miller thanked the neighboring coastal cities for joining them last week to answer questions regarding the storm damage to sea walls etc. The upcoming concert and food trucks were mentioned. Vice Mayor Lindauer was appreciative that the truck event was pretty much non-existent last weekend. CMBR Politis responded to a letter from Mayor Jennigs regarding the current charter amendments. The letter stated that there had not been much notice to the citizens about the ballot questions. CMBR Politis felt there had been ample notice provided in many different formats to the citizens. It was his opinion that most are house-keeping issues, not major changes to the Charter.

**14. AUDIENCE REMARKS/PUBLIC COMMENTS:**

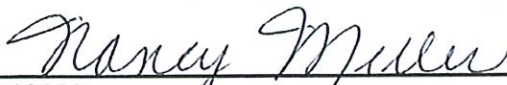
Joanne Dalton thanked the city and the Public Safety Department for the seminar earlier that day on scams/fraud. It was very informative and the residents appreciated it.

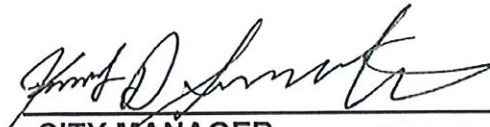
**15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**

There were no new items added at this time.

**16. ADJOURNMENT:**

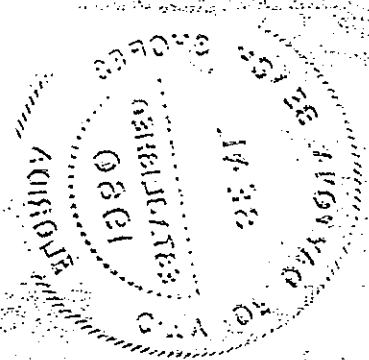
The meeting ended at 7:26 pm.

  
\_\_\_\_\_  
MAYOR  
NANCY MILLER

  
\_\_\_\_\_  
CITY MANAGER  
KURT D. SWARTZLANDER

ATTEST:

  
\_\_\_\_\_  
CITY CLERK, CHERI SCHWAB





**MINUTES**  
**PLANNING & ZONING BOARD MEETING**  
**March 13, 2023**

**3000 Bellemead Drive Daytona Beach Shores, FL 32118**

**1. OPENING REMARKS**

**Present:** Member Rick Delange, Member Chuck Horion, Member James Lilly, Member Rose Ann Tornatore, Jeni Groot-Begnaud and Guy Desai.

**Staff:** City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz and City Planner Noel Eaton.

**2. MINUTES**

**A. Planning & Zoning Minutes December 12, 2022**

**MEMBER CHUCK HORION moved, seconded by JENI GROOT-BEGNAUD to Approve the Planning & Zoning Minutes of December 12, 2022.**

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

**Yes:** Member Rick Delange, Member Chuck Horion, Member James Lilly, Member Rose Ann Tornatore, Jeni Groot-Begnaud

**3. QUASI-JUDICIAL HEARING**

**A. Special Exception SPEX12022030: All Aboard Storage-Shores Depot, Interior Storage Facility Expansion at 2616 S. Atlantic Avenue**

The hearing opened at 8:31 am. Under ex-parte communication, board members noted that they had driven by the location and a few stated that they rented storage units from the Port Orange All Aboard Storage location themselves.

The witnesses were sworn in by the City Clerk. City Planner Noel Eaton confirmed that the item was duly noticed. She provided a brief presentation to the board. The application is for a special exception to expand the existing interior storage facility west of the existing building. If approved, it would allow a building 35 feet high (3 stories) with approximately 180 units, averaging 150 sq feet each. The proposed concept plan was shown that included 8 conditions: 1) 35 feet maximum height with a red terra cotta roof feature 2) use the lower elevation of the unimproved parcel as the base elevation 3) on the facade, especially in the rear, use terra cotta colors and create faux windows to create a Mediterranean style 4) provide a 20 foot side setback from the northern property line 5) use low level/ one-story lighting in the rear of the building 6) loading and unloading will only occur on east side of building 7) restrict hours of access to 6:00 am - 9:00 pm 8) provide a landscape buffer to include 6 palm trees per 100 linear feet with each tree having a gray wood trunk at least 6 feet high. The criteria for a special exception was reviewed and staff felt that all criteria had been met. It was noted that all public comments that had been received by staff were included for the record. Staff recommended approval of the project.



Attorney Joey Posey provided a brief applicant presentation. He stated that they had met with the neighbors and had attempted to include their conditions into their concept plan. He did add that the property owner had rights also and that a storage facility had a very low impact in terms of commercial uses. The board asked questions regarding security measures and the applicant responded.

There was no one in favor of the project that wished to comment. The following spoke in opposition to the project:

Donna Marquette was concerned about security on the south side of the building; Daniel Nathan, owner of Cowlicks Ice Cream, spoke of a cross access easement on the property and felt the project was not able to be built as planned; June Kraft was concerned about safety and inspection of what was being stored; Steve Kelly felt the business didn't fit the neighborhood and would decrease his property value; Wendy Kelly was concerned that vagrants would attempt to live inside the building and she was upset that her view would be gone; Ron Raml, President of Sea Havens HOA, thanked Mr. Clark for his willingness to work with them. He felt most homeowners objected to the compatibility of the business in that location.

Attorney Posey disagreed with the owner of Cowlicks. He felt the easement was for parking access and that the same number of spots originally provided by the easement would still be available after construction.

The hearing closed at 9:31 am.

The board held a brief discussion. Ms. Groot would like the description to include interior access only for the storage units. Board Attorney Waters stated that the city had received an indemnification statement from the applicant regarding the easement with Cowlicks.

**JENI GROOT-BEGNAUD moved, seconded by MEMBER ROSE ANN TORNATORE to Approve Special Exception SPEX1202203 with the eight conditions stated and the description to include interior access only.**

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

**Yes:** Member Rick Delange, Member Chuck Horion, Member Rose ann Tornatore, Jeni Groot-Begnaud

**No:** James Lilly

#### 4. ACTION ITEMS

#### 5. OTHER

#### 6. BOARD COMMENTS

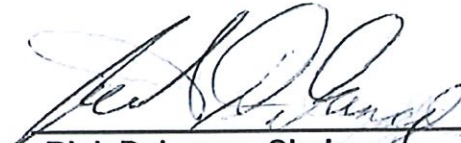
7. ADJOURNMENT

The meeting ended at 9:39 am.



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Cheri Schwab, Recording Secretary



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Rick DeLange, Chairman

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into by and between THE CITY OF DAYTONA BEACH SHORES, a Florida municipal corporation located in Volusia County, Florida, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach, Shores, FL 32118 (the "Shores"), and 91 ONEIDA LLC, a Florida company, whose mailing addressing is 5111 South Ridgewood Avenue, Suite 201, Port Orange, FL 32127 (the "Property Owner").

1. The Property Owner owns certain real property, as more particularly described in Exhibit "A" hereto (the "Property"); and
2. The Property Owner has applied for special exception approval from the Shores to permit the expansion of the self-storage use currently operating on the Property. A copy of the special exception application is attached hereto as Exhibit "B" (the "Self-Storage Special Exception Application"); and
3. As part of the Self-Storage Special Exception Application to the Shores, the Property Owner has represented that the Property is not encumbered or burdened by any third party right, title or interest that would prevent or prohibit development of the Property consistent with conceptual design for the Property included as the Self-Storage Special Exception application, and the Property Owner has agreed to indemnify and hold the Shores harmless for any damage, costs and fees incurred by the Shores that may result from the aforementioned title representations.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge, and agree as follows:

1. Recitals. The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement.
2. Scope of Indemnification. As an inducement for consideration of the Self-Storage Special Exception Application by the Shores, and the representations therein, the Property Owner does hereby agree to defend, indemnify, and hold the Shores harmless from, and pay for, all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever resulting from a third party alleging that the adoption of the Self-Storage Special Exception Application by the Shores, and subsequent construction of same, violates their real property interest in the Property ("Liabilities"). The term "Liabilities" also specifically includes, without limitation, all civil and criminal environmental liability, including, without limitation, liability under any Federal, State, and Local Rules and Regulations.

3. Limitation of Liability. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the sovereign immunity protections of the Shores, or as increasing the limits of liability set forth in Florida Statutes.
4. Notice. All notices, communications, and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses herein, shall be in writing and shall be sufficient if mailed to the address of the respective party as set forth in first paragraph of this Agreement.
5. Governing Law. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance.
6. Venue and Jurisdiction. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance, or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Volusia County, Florida.
7. Jury Trial. The Parties hereby waive the right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.
8. Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.
9. Voluntary Execution of Agreement. Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.
10. Entire Agreement. This instrument, together with the attached exhibits and documents made a part hereof by reference, contain the entire agreement of the parties with respect to the subject matter hereof, and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
11. Waiver. The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

12. Interpretation. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
  13. Severance. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as the principal purposes of this Agreement remain enforceable.
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IN WITNESS WHEREOF, the Parties hereto have set their hands this 20<sup>th</sup> day of August, 2024.

THE CITY OF DAYTONA BEACH SHORES,  
a Florida municipal corporation

By: \_\_\_\_\_  
Nancy Miller, Mayor

Attest:

By \_\_\_\_\_  
Cheri Schwab, City Clerk

Date: \_\_\_\_\_

Approved as to Legal Form:

\_\_\_\_\_  
Becky Vose, City Attorney



Signed, sealed and delivered in presence of:

**91 ONEIDA LLC,**  
a Florida company

By: Mollie J. Clark  
Mollie J. Clark, Authorized Member

**WITNESS 1**

Emma Clark  
Printed Name  
Emma Clark  
Signature  
6214 Yosemite Dr. Port Orange FL 32127  
Address

**WITNESS 2**

Michael Polito  
Printed Name  
[Signature]  
Signature  
1552 Town Park Dr. Port orange, FL 32129  
Address

**STATE OF FLORIDA )**  
**COUNTY OF VOLUSIA )**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20<sup>th</sup> date of August 2024, by Mollie J. Clark, on behalf of 91 Oneida, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary seal]



Carly Schippmann  
Comm.: HH 260594  
Expires: May 2, 2026  
Notary Public - State of Florida

Carly Schippmann  
Print Name  
Notary Public, State of Florida  
My Commission Expires: May 2, 2026

**Exhibit A**  
**The Property**

2616 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118  
Parcel No. 532200040140

2616 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118  
Parcel No. 532200040170



**Exhibit B**  
**Self-Storage Special Exception Application**



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

RECEIVED

AUG 02 2022

BUILDING AND CODES DIVISION  
CITY OF DAYTONA BEACH SHORES

575348

1-2022-030  
**APPLICATION FOR SPECIAL EXCEPTION**

The Undersigned Applicant requests the Planning and Zoning Board, as required, to hear and decide upon this application in accordance with Article X, AND Section 14-58 of the Land Development Code.

Date Submitted: \_\_\_/\_\_\_/\_\_\_ Applicable Section of Code: \_\_\_\_\_

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

Applicant's Name: All Aboard Storage c/o Andy Clark

Address: 5111 South Ridgewood Avenue, Suite 201 Port Orange, FL 32127

Phone #: 386-527-6365 Fax #: n/a

Property Address: 2616 South Atlantic Avenue

Parcel Number: Parcel No. 532200040170 and 532200040140

Existing Property Use: Sea Horse Self Storage and Sherwin Williams Paint Store

Requested Special Exception: Expand existing self-storage use to both parcels

Representing Agent/Attorney (if any): A. Joseph Posey, Jr., Esquire (Storch Law Firm)

Address: 420 South Nova Road Daytona Beach, FL 32114

Phone #: 386-238-8383 Fax #: n/a

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

Legal description of the property:

See Attached Survey

Description of your request:

See Attached Letter

Please explain how your application meets the following special exception criteria:

1. In granting any special exceptions the Board shall find that such grant will not authority (adversely) affect the public interest.

Understood. The property has an existing special exception for self-storage. The expansion of the existing special exception will allow for improvements to the site, the better use of the property and parking areas, and will help fill the personal storage need in the community.

2. In granting any special exception, the Board may prescribe appropriate conditions and Safeguards pursuant to this ordinance and the regulations enacted under it which are consistent with the protection of the public health, safety, morals or general welfare. Violation of such conditions and safeguards when made a part of the terms under which a special exception is granted shall be deemed a violation of the ordinance and regulations promulgated hereunder.

Agree ( x )

Disagree ( )

Explanation: \_\_\_\_\_

3. The Board may prescribe a reasonable time limit within which the action for which the special exception is required shall be begun or completed or both.

Agree ( x )

Disagree ( )

Explanation: \_\_\_\_\_

4. The following standards shall be applicable in determining whether the Board shall grant or deny a special exception, in addition to the aforementioned provisions, or provisions set forth in zoning regulations adopted pursuant to this ordinance.

- a. The grant of a special exception shall be in harmony with the purpose and intent of this ordinance and the zoning regulations and any comprehensive plans promulgated hereunder, particularly those applicable to the zoning classification in which the special exception is located.

Agree. The requested special exception merely expands the existing self-storage use. An approval will allow the construction of an additional self-storage building with upgraded facade, which are encouraged by the City Code.

- b. The Board may not grant a special exception unless the applicant has demonstrated his compliance, or ability to comply with, the conditions imposed by the zoning regulations.

Understood. The applicant is already preparing site plan related items to ensure compliance.

- c. The Board must find that the applicant has submitted sufficient evidence to assure that he is or will be able to comply with all requirements of the city or state agencies having jurisdiction over the particular use, and the board may require appropriate guarantees to assure compliance.

Understood.

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d. The Board shall find that the proposed use will not generate an undue amount of traffic congestion which would tend to create a hazard or danger to the public or to persons in the vicinity from such use, or create a public nuisance.

Understood. Self-storage has a very low traffic generation.

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e. The Board shall find that the special exception will not materially alter the character of the surrounding neighborhood or adversely affect the value of surrounding lands, buildings or natural resources.

This request compliments the surrounding area and fills a personal storage need for area residents.

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f. The Board shall find that the special exception will not adversely affect the natural environment, natural environment (resources) or scenic beauty, or give rise of any pollution of the air, land or water, or cause unnecessarily injurious heat, noise or odor.

Understood.

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5. The Board shall find that the special exception is consistent with the Daytona Beach Shores Comprehensive Plan.

Understood.

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6. When reviewing an application for a special exception, the Planning and Zoning Board and City Council shall also consider the following requirements and criteria:

a. Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.

Understood. As stated previously, self-storage has a very low traffic generation and is a very quiet use when compared to other commercial uses.

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b. Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that which generally experienced in the district with regard to normative development activity.

Understood. We are designing the site so the new building acts as a barrier to adjoining residential areas.

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c. Required yards, screening or buffering and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses as determined by the City.

Understood.

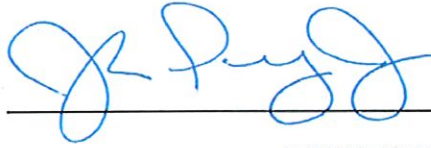
d. Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent practicable, and mitigate impacts to surrounding development.

Understood.

e. Size, location or number of special exception uses in an area shall be limited so as to maintain the overall character of the district as generally intended by this Code.

Understood.

APPLICANT's SIGNATURE



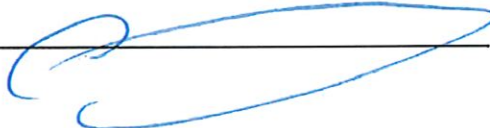
STATE OF

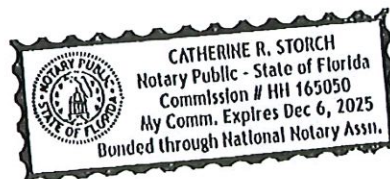
Florida

COUNTY OF

Volusia

Sworn to and subscribed before me this 29th day of July 2022, by A. Joseph Pary who is personally known to me or has produced  
and who did (did not) take an oath.

 My Commission Expires: \_\_\_\_\_





APPLICANT AFFIRMATION (Sec. 14-58.1.1)

**Applicant's Affirmation:** By signing below, I hereby state that all information contained in this application and all documentation submitted herewith is true and correct to the best of (my) (our) knowledge and belief. I acknowledge that I fully understand the requirements relating to the specific special exception use that I am applying for and that I fully understand the process for the application that I am submitting, as outlined in the City's Code of Ordinances. Moreover, I acknowledge and agree that the following conditions shall apply to my permit, if approved, and that the city may impose further conditions pursuant to the City's Code of Ordinances:

Transfer or abandonment of special exceptions. Special exceptions shall run with the property and the ownership of a special exception use may be transferred to another party. A special exception use that is not initiated within two (2) years of being granted shall not be established without a new public hearing in accordance with requirements of this Section and shall be deemed abandoned. A special exception use that is abandoned, after establishment, for a period of six (6) months or more shall not be reestablished without a new public hearing in accordance with requirements of this Section.

Violation of special exception terms or conditions. It is a violation of this Code for any person to violate or to refuse or fail to comply with any term or condition of a special exception. Violations may be prosecuted or enforced in any manner as may be provided by law for prosecution or enforcement of municipal ordinances.

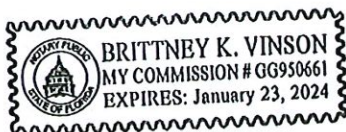
Expiration or abandonment of special exception purpose. If a special exception does not begin to serve the purpose for which it was granted permission within two (2) years from the date of approval of the special exception it shall expire and be deemed, conclusively, to have been abandoned. The submittal of a site development plan will constitute meeting the requirements of this provision. If after receiving approval the site development plan expires, the special exception will also expire and a new application must be submitted and approved in accordance with this Section.

APPLICANT's SIGNATURE 

STATE OF FLORIDA COUNTY OF VOLUSIA

Sworn to and subscribed before me this 24 day of JUNE 2022, by D. ANDREW CLARK who is personally known to me or has produced \_\_\_\_\_ and who did (did not) take an oath.

 My Commission Expires: 01/23/2024







GLENN D. STORCH, ESQUIRE  
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE  
corey@storchlawfirm.com

August 1, 2022

A. JOSEPH POSEY, ESQUIRE  
joey@storchlawfirm.com

Mr. Stewart Cruz  
City Planner  
City of Daytona Beach Shores  
2990 South Atlantic Avenue  
Daytona Beach Shores, FL 32118

**Re: *Future All Aboard Storage Site – Shores Depot***  
***Parcel Nos. 5322-00-04-0170 & 5322-00-04-0140***  
***2616 S Atlantic Avenue, Daytona Beach Shores, FL 32118***

Dear Stewart:

Thank you for all the feedback you provided our team regarding permitting the above location as the next All Aboard Storage facility. As you can imagine, the owner of All Aboard Storage, Mr. Andy Clark, is exciting about the opportunity to serve the City of Daytona Beach Shores community. Mr. Clark and his family currently own and operate 27 area storage facilities, so the City can rest assured that they have an experienced and professional partner with a track record of great service.

The purpose of this letter is as follows: 1) to request a rezoning for Parcel No. 5322-00-04-0170 from RMF-3 to GC-RD; 2) to request an amendment to the future land use map for Parcel No. 5322-00-04-0170 from Medium Density Residential to Tourist Oriented Commercial; and 3) to request an expansion of the existing special exception for self-storage for both Parcel Nos. 5322-00-04-0170 & 5322-00-04-0140. We have already started reviewing site plan related issues and the layout for the facility, and one of the major obstacles that has come up is parking. The above property currently has a patch work of shared and designed parking areas. The existing parking layout functions, but the inefficiencies in the design limit redevelopment of the site. The City Land Development Code further compounds the issue since the Code parking requirements do not reflect the most recent Institute of Transportation Engineers manual generation rates and the behaviors of a multi-use shopping plaza. Therefore, my client is also requesting a Land Development Code text amendment to better provide for the parking needs of this project. The supporting documents for each application, including a parking demand justification letter from the project engineer, are enclosed.

In response to the City LDC special exception criteria listed in Section 14-58.1.2.D.2, the applicant has no issue with complying with all the provisions therein. This is merely the expansion of an existing special exception, so many of the criteria have already been addressed.

As for the future land use map change, the request will create a consistent designation for the whole shopping plaza. The proposed change will reduce impacts by allowing for an expansion of a low impact self-storage use on the property in lieu of the residential homes currently permitted for development.

Enclosed please find the following:

- Application to Amend the Zoning Map
- Application for Special Exception
- Application to Amend Future Land Use Map
- Authorization of Owner
- Survey for Properties
- All Aboard Storage Facility Concept Plan
- Elevations for the Project
- Property Appraiser Parcel Identification Cards
- Project Parking Analysis
- Environmental Statement
- Traffic Memorandum
- Utility Demand Calculations
- Future Land Use Submittal Check for \$550.00
- Special Exception Submittal Check for \$220.00
- Rezoning Submittal Check for \$136.40
- Letter from Andy Clark
- Electronic Copy of Submittal

Please let me know if you have any questions or need anything further.

Kindest regards,

A handwritten signature in blue ink, appearing to read 'A. Posey, Jr.', with a stylized, cursive script.

A. Joseph Posey, Jr.

GDS/ajp



City of Daytona Beach Shores,

All Aboard Storage started in the late 1970s when my father, Doug Clark, and my brothers and I built our first self storage facility in Port Orange. We opened that business in 1983 and have been operating it continuously ever since.

We now operate 27 All Aboard Storage locations across east central Florida and have 3 more new locations under construction in New Smyrna Beach, Port Orange and Ormond Beach. We are the 60th largest owner and operator of self storage in the world with over 2.2 million square feet of rentable self storage space and over 10,000 existing customers.

Our corporate headquarters is located in the Clark Office Building in Port Orange next to our family's Estate of the Halifax wedding venue. I grew up in Port Orange and have lived with my wife Molly just outside Daytona Beach Shores on Daytona's beachside. Our daughter Emma is my director of HR & storage operations. We are a third-generation local family business with 67 full-time local employees.

I am very excited to add new life into SeaHorse Storage which is less than one mile from our house. We will be spending about \$300,000 on the existing parking lot and existing building repairing the roof and parapet wall. We will be renaming the business All Aboard Storage, Shores Depot.

Our management team culture is all about customer service and we look forward to being a great neighbor and corporate citizen in Daytona Beach Shores.

All Aboard Storage has partnered with the Daytona Beach News-Journal for the past 3 years to recognize Amazing Teachers in Volusia and Flagler Counties. All Aboard has awarded each monthly Amazing Teacher \$500 to use in their classrooms.

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

I have been an active member of the Port Orange / South Daytona Rotary Club since 1986 and I served as President in 2010-2011. I am a former member of the Board of Directors of the Port Orange / South Daytona Chamber of Commerce (I was recognized as Business Person of the Year in 2006 by that Chamber). Our daughter Emma Clark now serves on the Chamber Board. I also served on the Board of the Halifax Area Chamber of Commerce.

**Andy Clark | CEO**

**All Aboard Properties**

5111 South Ridgewood Avenue, Suite 201, Port Orange, FL 32127



# NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174

386-872-7794

August 1, 2022

**Stewart Cruz, City Planner**  
City of Daytona Beach Shores  
Planning Division  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118

**Re: Shores Depot – All Aboard Storage**  
2616 S Atlantic Ave  
Environmental Statement

Dear Mr. Cruz,

In order to satisfy the comp plan amendment application requirement regarding Impact Analysis, this letter is submitted with goal of satisfying the environmental analysis of the property.

The current site is mostly developed and previously cleared. The only vegetation onsite appears to be planted at the time of the existing buildings. At the Site Plan application, the developer will follow all requirements and provide environmental surveys as required by code.

Wetlands do not appear to be present on site. If an environmental survey conducted by a licensed biologist is required, the applicant would like to request this be conducted, reviewed, and accepted, prior to site plan approval.

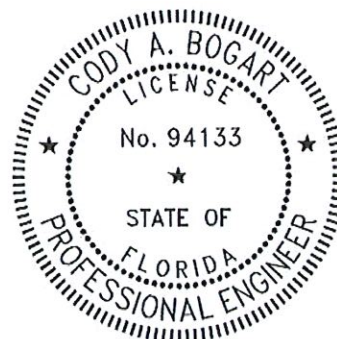
This letter does not constitute as an environmental survey or inspection, but as an opinion and request letter on behalf of the applicant.

If you have any questions or need additional information, please feel free to call or email me at [cody@Newkirk-Engineering.com](mailto:cody@Newkirk-Engineering.com).

Sincerely,

**NEWKIRK ENGINEERING, INC.**

Cody Bogart, PE # 94133  
Newkirk Engineering, Inc.





# NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

October 4, 2022

**Stewart Cruz, City Planner**  
City of Daytona Beach Shores  
Planning Division  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118

**Re: Shores Depot – All Aboard Storage**  
2616 S Atlantic Ave  
Trip Generation Statement

Dear Mr. Cruz,

Submitted is a trip generation report for the above referenced project which will be a proposed Indoor Self-Storage Facility. This trip generation report includes Cow-Licks Ice Cream, Sherwin Williams Paint Store, the existing Seahorse Storage, and the proposed All Aboard Storage. Cow-Lick's was included to coincide with parking calculation letter provided separate from this statement. The traffic trip generation and impact analysis were calculated from the following ITE Trip Generation Rates 8<sup>th</sup> Edition:

| Description / ITE Code     | UNIT | ITE Vehicle Trip Generation Rates                  |      |      |       |        |         |       |        |         |
|----------------------------|------|----------------------------------------------------|------|------|-------|--------|---------|-------|--------|---------|
|                            |      | (peak hours are for peak hour of adjacent streets) |      |      |       |        |         |       |        |         |
|                            |      | Weekday                                            | AM   | PM   | AM In | AM Out | Pass-By | PM In | PM Out | Pass-By |
| Mini-Warehouse (151)       | KSF  | 2.5                                                | 0.15 | 0.26 | 59%   | 41%    | 0%      | 51%   | 49%    | 0%      |
| Hardware/Paint Store (810) | KSF  | 51.29                                              | 1.08 | 4.84 | 50%   | 50%    | 26%     | 47%   | 53%    | 26%     |
| Quality Restaurant (931)   | KSF  | 89.95                                              | 0.81 | 7.49 | 50%   | 50%    | 44%     | 67%   | 33%    | 44%     |
| Residential Townhome (230) | DU   | 5.81                                               | 0.44 | 0.52 | 17%   | 83%    | 0%      | 67%   | 33%    | 0%      |

| Existing Trip Estimation                      |        |                       |           |           |                                       |           |          |           |           |          |
|-----------------------------------------------|--------|-----------------------|-----------|-----------|---------------------------------------|-----------|----------|-----------|-----------|----------|
| Description / ITE Code<br>Proposed Conditions | UNIT   | Total Generated Trips |           |           | Total Distribution of Generated Trips |           |          |           |           |          |
|                                               |        | Daily                 | AM Hour   | PM Hour   | AM In                                 | AM Out    | Pass-By  | PM In     | PM Out    | Pass-By  |
| Mini-Warehouse (151)                          | 3.100  | 8                     | 0         | 1         | 0                                     | 0         | 0        | 0         | 0         | 0        |
| Hardware/Paint Store (810)                    | 8.000  | 410                   | 9         | 39        | 5                                     | 5         | 2        | 19        | 22        | 2        |
| Quality Restaurant (931)                      | 4.550  | 409                   | 4         | 34        | 3                                     | 3         | 2        | 24        | 12        | 2        |
| Residential Townhome (230)                    | 10.860 | 63                    | 5         | 6         | 1                                     | 4         | 0        | 4         | 2         | 0        |
| <b>Total Existing Trips</b>                   |        | <b>890</b>            | <b>18</b> | <b>79</b> | <b>9</b>                              | <b>12</b> | <b>4</b> | <b>47</b> | <b>36</b> | <b>4</b> |

| Proposed Trip Estimation                      |             |                       |           |           |                                       |           |          |           |           |          |
|-----------------------------------------------|-------------|-----------------------|-----------|-----------|---------------------------------------|-----------|----------|-----------|-----------|----------|
| Description / ITE Code<br>Proposed Conditions | UNIT<br>KSF | Total Generated Trips |           |           | Total Distribution of Generated Trips |           |          |           |           |          |
|                                               |             | Daily                 | AM Hour   | PM Hour   | AM In                                 | AM Out    | Pass-By  | PM In     | PM Out    | Pass-By  |
| Mini-Warehouse (151)                          | 39.700      | 99                    | 6         | 10        | 4                                     | 2         | 0        | 5         | 5         | 0        |
| Hardware/Paint Store (810)                    | 8.000       | 410                   | 9         | 39        | 5                                     | 5         | 2        | 19        | 22        | 2        |
| Quality Restaurant (931)                      | 4.550       | 409                   | 4         | 34        | 3                                     | 3         | 2        | 24        | 12        | 2        |
| <b>Total Proposed Trips</b>                   |             | <b>919</b>            | <b>18</b> | <b>83</b> | <b>12</b>                             | <b>11</b> | <b>4</b> | <b>48</b> | <b>39</b> | <b>4</b> |

|                   |           |          |          |          |           |          |          |          |          |
|-------------------|-----------|----------|----------|----------|-----------|----------|----------|----------|----------|
| <b>NET CHANGE</b> | <b>28</b> | <b>1</b> | <b>4</b> | <b>2</b> | <b>-2</b> | <b>0</b> | <b>1</b> | <b>3</b> | <b>0</b> |
|-------------------|-----------|----------|----------|----------|-----------|----------|----------|----------|----------|



The calculations provided above use the values determined from the Institute of Transportation Engineering trip generation analysis for each designated land use. The existing RMF-3 area allows up to 10.86 dwelling units and is proposed to be rezoned and amended to coincide with the rest of the area in question as TOC land use and GC-RD zoning.

According to the FDOT traffic count provided for A1A at the proposed site location, the AADT is 3200. The project proposes a total of 28 additional daily trips which is 0.88% of the total trips. Since the proposed project increases the net daily trips by less than 10%, this proves that the current conditions of A1A are sufficient for the proposed project.

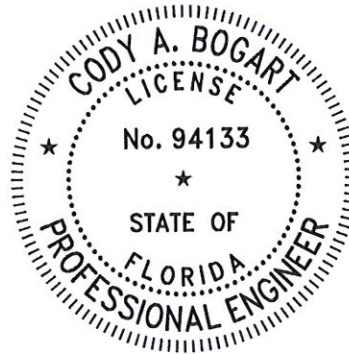
The trip generation calculations show that the proposed development will create an additional 28 Daily Trips, 1 AM Peak Hour and 4 PM Peak Hour trips. Trip generation calculations are based on the 8<sup>th</sup> Edition of the ITE manual which is the most up to date edition that is publicly available. Newer versions offer more information on pedestrian behavior, bicycle analysis, and truck data, which is not applicable to the trip generation analysis for this project.

If you have any questions or need additional information, please feel free to call or email me at [cody@Newkirk-Engineering.com](mailto:cody@Newkirk-Engineering.com).

Sincerely,

***NEWKIRK ENGINEERING, INC.***

Cody Bogart, PE # 94133  
Newkirk Engineering, Inc.





# NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

August 1, 2022

**Stewart Cruz, City Planner**  
City of Daytona Beach Shores  
Planning Division  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118

**Re: Shores Depot – All Aboard Storage**  
2616 S Atlantic Ave  
Water and Sewer Demand Analysis

Dear Mr. Cruz,

Submitted is a Water and Sewer Demand Calculation for the above referenced project which proposes the rezoning and amendment of part of the property from multi-family to general commercial to be able to expand the indoor self-storage use onsite, which will change the anticipated demand of water and sewer.

The attached calculations show the reduction in demand based on the existing ability to have 4-unit multifamily development and the proposed scenario as shown on the concept plan (see attached tables).

The calculations show a decrease of demand in water and sewer as summarized below:

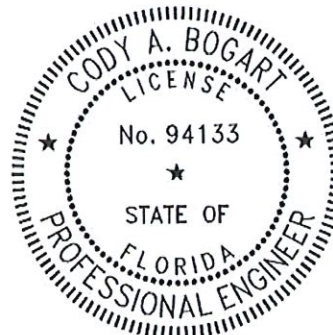
| Utility    | Average Daily Flow<br>(GPD) | Max Daily Flow<br>(GPD) | Peak Hourly Flow<br>(GPD) |
|------------|-----------------------------|-------------------------|---------------------------|
| Water      | -1,000                      | -2,000                  | -2.8                      |
| Wastewater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

If you have any questions or need additional information, please feel free to call or email me at [cody@Newkirk-Engineering.com](mailto:cody@Newkirk-Engineering.com).

Sincerely,

**NEWKIRK ENGINEERING, INC.**

Cody Bogart, PE # 94133  
Newkirk Engineering, Inc.



## EXISTING CONDITIONS

| SHORES DEPOT                                                         |  |                                                                                                                      |        |              |             |
|----------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------|--------|--------------|-------------|
| FLOW DETERMINATIONS FOR FDEP APPLICATIONS                            |  |                                                                                                                      |        |              |             |
| AVERAGE DAILY FLOW                                                   |  |                                                                                                                      |        |              |             |
| ESTABLISHMENT                                                        |  | UNIT                                                                                                                 | FACTOR | NO. OF UNITS | TOTAL ERU'S |
| Residential                                                          |  |                                                                                                                      |        |              |             |
| Multi-family (3 or more bedrooms)                                    |  | Per Unit                                                                                                             | 1.000  | 2.0          | 2.000       |
| Multi-family (2 bedrooms)                                            |  | Per Unit                                                                                                             | 0.833  | 2.0          | 1.666       |
| Commercial                                                           |  |                                                                                                                      |        |              |             |
| Office Building (Add food service & retail space)                    |  | Per 1,000 sq. ft. gross                                                                                              | 0.334  | 11.085       | 3.702       |
| Warehouse-Office                                                     |  | Use fixture units for warehouse area, see Office Building for ERU's in that area (Add for food service & other uses) |        |              |             |
| ERU COMBINED ERU'S                                                   |  |                                                                                                                      |        |              |             |
| Combined Above ERU's =                                               |  | 7.368                                                                                                                |        |              |             |
| Fixture Units for Establishments (Uses) not listed in above tables = |  | 0                                                                                                                    |        |              |             |
| Additional ERU's Based on Remaining Unit Fixtures =                  |  | 0.000                                                                                                                |        |              |             |
| Total Combined ERU's =                                               |  | 7.368                                                                                                                |        |              |             |
| Is Sanitary Sewer applicable to the project (enter Y or N)?          |  | Y                                                                                                                    |        |              |             |
| Sewer Multiplier =                                                   |  | 0.75                                                                                                                 |        |              |             |
| AVERAGE DAILY FLOW (ADF)                                             |  |                                                                                                                      |        |              |             |
| Water = ERU x 300 GPD                                                |  | 2,211 GPD                                                                                                            |        |              |             |
| Sewer = Water ADF * Sewer Multiplier =                               |  | 1,658 GPD                                                                                                            |        |              |             |
| MAXIMUM DAILY FLOW                                                   |  |                                                                                                                      |        |              |             |
| Water = 2 x ADF =                                                    |  | 4,421 GPD                                                                                                            |        |              |             |
| Sewer = 2 x ADF =                                                    |  | 3,316 GPD                                                                                                            |        |              |             |
| PEAK HOURLY FLOW                                                     |  |                                                                                                                      |        |              |             |
| Water = 4 x ADF =                                                    |  | 6.1 gpm                                                                                                              |        |              |             |
| Peak Factor =                                                        |  | 4.0                                                                                                                  |        |              |             |
| Sewer = Peak Factor x ADF =                                          |  | 4.6 gpm                                                                                                              |        |              |             |

Existing Sherwin and Storage facilities

Potential residential units



## PROPOSED CONDITIONS

| SHORES DEPOT                                                         |                                                                                                                     |        |              |            |  |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------|--------------|------------|--|
| FLOW DETERMINATIONS FOR FDEP APPLICATIONS                            |                                                                                                                     |        |              |            |  |
| AVERAGE DAILY FLOW                                                   |                                                                                                                     |        |              |            |  |
| ESTABLISHMENT                                                        | UNIT                                                                                                                | FACTOR | NO. OF UNITS | TOTAL ERUS |  |
| Residential                                                          |                                                                                                                     |        |              |            |  |
| Multi-family (3 or more bedrooms)                                    | Per Unit                                                                                                            | 1.000  | 0.0          | 0.000      |  |
| Multi-family (2 bedrooms)                                            | Per Unit                                                                                                            | 0.833  | 0.0          | 0.000      |  |
| Commercial                                                           |                                                                                                                     |        |              |            |  |
| Office Building (Add food service & retail space)                    | Per 1,000 sq. ft. gross                                                                                             | 0.334  | 11.085       | 3.702      |  |
| Warehouse-Office                                                     | Use fixture units for warehouse area, see Office Building for ERUs in that area (Add for food service & other uses) |        |              |            |  |
| ERU COMBINED ERUs                                                    |                                                                                                                     |        |              |            |  |
| Combined Above ERUs =                                                |                                                                                                                     |        |              |            |  |
| 4                                                                    |                                                                                                                     |        |              |            |  |
| Fixture Units for Establishments (Uses) not listed in above tables = |                                                                                                                     |        |              |            |  |
| Additional ERUs Based on Remaining Unit Fixtures =                   |                                                                                                                     |        |              |            |  |
| Total Combined ERUs =                                                |                                                                                                                     |        |              |            |  |
| 4.036                                                                |                                                                                                                     |        |              |            |  |
| Is Sanitary Sewer applicable to the project (enter Y or N)? =        |                                                                                                                     |        |              |            |  |
| Y                                                                    |                                                                                                                     |        |              |            |  |
| Sewer Multiplier =                                                   |                                                                                                                     |        |              |            |  |
| 0.75                                                                 |                                                                                                                     |        |              |            |  |
| AVERAGE DAILY FLOW (ADF)                                             |                                                                                                                     |        |              |            |  |
| Water = ERU x 300 GPD                                                |                                                                                                                     |        |              |            |  |
| 1,211 GPD                                                            |                                                                                                                     |        |              |            |  |
| Sewer = Water ADF * Sewer Multiplier =                               |                                                                                                                     |        |              |            |  |
| 908 GPD                                                              |                                                                                                                     |        |              |            |  |
| MAXIMUM DAILY FLOW                                                   |                                                                                                                     |        |              |            |  |
| Water = 2 x ADF =                                                    |                                                                                                                     |        |              |            |  |
| 2,421 GPD                                                            |                                                                                                                     |        |              |            |  |
| Sewer = 2 x ADF =                                                    |                                                                                                                     |        |              |            |  |
| 1,816 GPD                                                            |                                                                                                                     |        |              |            |  |
| PEAK HOURLY FLOW                                                     |                                                                                                                     |        |              |            |  |
| Water = 4 x ADF =                                                    |                                                                                                                     |        |              |            |  |
| 3.4 gpm                                                              |                                                                                                                     |        |              |            |  |
| Peak Factor =                                                        |                                                                                                                     |        |              |            |  |
| 4.0                                                                  |                                                                                                                     |        |              |            |  |
| Sewer = Peak Factor x ADF =                                          |                                                                                                                     |        |              |            |  |
| 2.5 gpm                                                              |                                                                                                                     |        |              |            |  |

Additional Fixtures in proposed building

No potential residential units



This instrument prepared by  
WILLIAM P. WEATHERFORD, JR./ddd  
WILLIAM P. WEATHERFORD, JR., P.A.  
Post Office Drawer 2366  
Winter Park, Florida 32790

Property Appraisers Parcel I.D.  
#532200040140 & #532200040170

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, Made the 15<sup>th</sup> day of September, 2022, by **Cirotti Enterprises, L.L.C.**, a Florida limited liability company, whose address is 14413 Centralia Road, Brooksville, Florida 34614 (hereinafter called the "Grantor"), to **91 Oneida LLC**, a Florida limited liability company, whose address is 5111 S. Ridgewood Avenue, Suite 201, Port Orange, Florida 32127 (hereinafter called the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, Florida, to-wit:

**Parcel 1:**

That part of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida more particularly described as follows: Commence at the Intersection of the North line of said Government Lot 4 with the Westerly line of Atlantic Avenue formerly Ocean Shore Boulevard, an 80 foot street as now laid out; thence Southerly along the Westerly line of Atlantic Avenue a distance of 543.88 feet to the Point of Beginning; thence West and parallel with the North line of said Government Lot 4 a distance of 200 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 73.5 feet to a point; thence West and parallel with the North line of said Government Lot 4 a distance of 100 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 148.54 feet to a point; thence East and parallel with the North line of said Government Lot 4 a distance of 300 feet to a point in the Westerly line of Atlantic Avenue, thence Southerly along the Westerly line of Atlantic Avenue a distance of 222.04 feet to the Point of Beginning.

**Parcel 2:**

The Westerly 100 feet of the East 300 feet of the South 148.54 feet of the North 618.92 feet West of and measured on Ocean Shore Boulevard (South Atlantic Avenue) of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida.

Also known as part of Lots 188, 190, 192, 194 and 196, of Building 16, Sea Havens, according to the map or plat thereof as recorded in Plat Book 40, Page 151, Public Records of Volusia County, Florida.

**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the land in fee simple; that the Grantor has good right and lawful authority to sell and convey the land, and

hereby warrants the title to the land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

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

Signed, sealed and delivered in our presence:

Cirotti Enterprises, L.L.C., a Florida limited liability company

Sarah Tocco  
Witness Signature

By: Cassandra C. Lee  
Cassandra C. Lee, Member

Sarah Tocco  
Witness Printed Name

David Gula  
Witness Signature  
David Gula  
Witness Printed Name

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2022, by means of ☒ physical presence or ☐ online notarization, by Cassandra C. Lee, as a Member of Cirotti Enterprises, L.L.C., a Florida limited liability company, who        is personally known by me or who X produced Florida D.L. as identification, and who did/did not take an oath.



Sarah Tocco

(Print or Type Name of Notary)

Notary Public, State of Florida

My Commission Expires: 05/20/23



Parcel 1: The Westerly 100 feet of the East 300 feet of the South 148.54 feet of the North 618.92 feet West of and measured on Ocean Shore Boulevard (South Atlantic Avenue) of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida.

Also known as part of Lots 188, 190, 192, 194 and 196, of Building 16, Sea Havens, according to the map or plat thereof as recorded in Plat Book 40, Page 151, Public Records of Volusia County, Florida.

Parcel 2: That part of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida more particularly described as follows: Commence at the Intersection of the North line of said Government Lot 4 with the Westerly line of Atlantic Avenue (formerly Ocean Shore Boulevard, an 80 foot street as now laid out; thence Southerly along the Westerly line of Atlantic Avenue a distance of 543.88 feet to the Point of Beginning; thence West and parallel with the North line of said Government Lot 4 a distance of 200 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 73.5 feet to a point; thence West and parallel with the North line of said Government Lot 4 a distance of 100 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 148.54 feet to a point; thence East and parallel with the North line of said Government Lot 4 a distance of 300 feet to a point in the Westerly line of Mande Avenue, thence Southerly along the Westerly line of Atlantic Avenue a distance of 222.04 feet to the Point of Beginning.

24180161

BOOK PAGE

RECIPROCAL GRANT OF EASEMENT

STEVE PETRAS and ANOIRO GEORGOUDICE (hereinafter referred to as "Petras"), owners of that property described in Exhibit 1 attached hereto (hereinafter called the "Petras Property"), and NICHOLAS A. GEORGE (hereinafter referred to as "George"), owner of that property described in Exhibit 2 attached hereto (hereinafter referred to as the "George Property"), in consideration of the mutual obligations stated herein, agree as follows:

Petras and George grant each to the other and the licensees, invitees, and guests of each, an easement for the parking of automotive vehicles in that parking lot presently servicing and located on the Petras and George properties. The easement granted to George hereunder shall be for the parking of automotive vehicles on that portion of the southerly one-half of the above described parking lot located on the Petras property. The easement granted hereunder to Petras shall be for the parking of automotive vehicles on that property located on the northerly one-half of that portion of the above described parking lot located on the George property. George and Petras hereby also grant to each other and to each other's licensees, invitees and guests, an easement for ingress and egress over the above described parking lot as is necessary for the use of the above described parking easements.

The parking easement for each automotive vehicle granted hereunder shall be of sufficient dimensions so as to be in compliance with all applicable city and county ordinances. Each of the undersigned shall maintain that portion of the above described parking lot located on his property free of obstructions and refuse with adequate lighting, drainage, and striping of parking spaces.

The above described easements and covenants shall run with the respective parcels of property to which they are appurtenant and shall be binding on, and shall inure to the benefit of, the parties hereunder

7418 1112

BOOK PAGE

-2-

and their heirs, legal representatives, successors and assigns.

Executed this 19 day of January, 1983.

WITNESSES:

Helen M. Berendt

Steve Petras   
STEVE PETRAS

Mary Ann Ballard   
As to Steve Petras and  
Argiro Georgoudios

Argiro Georgoudios   
ARGIRO GEORGIOUDIOS

Mary Ann Ballard   
 Helen M. Berendt   
As to Nicholas A. George

Nicholas A. George   
NICHOLAS A. GEORGE

STATE OF FLORIDA,

COUNTY OF VOLUSIA,

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STEVE PETRAS, ARGIRO GEORGIOUDIOS and NICHOLAS A. GEORGE to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 19 day of January, 1983.

Mary Ann Ballard   
Notary Public

My commission expires:  May 15, 1985

24180163

BOOK PAGE

*Exhibit I*

PARCEL 2: THAT PART OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY LINE OF ATLANTIC AVENUE (FORMERLY COBAN SHORE BOULEVARD), AN 80' STREET AS NOW LAID OUT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 543.88' TO THE POINT OF BEGINNING; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 75.6' TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 100' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 148.54' TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 300' TO A POINT IN THE WESTERLY LINE OF ATLANTIC AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 222.04' TO THE POINT OF BEGINNING.

S.W.

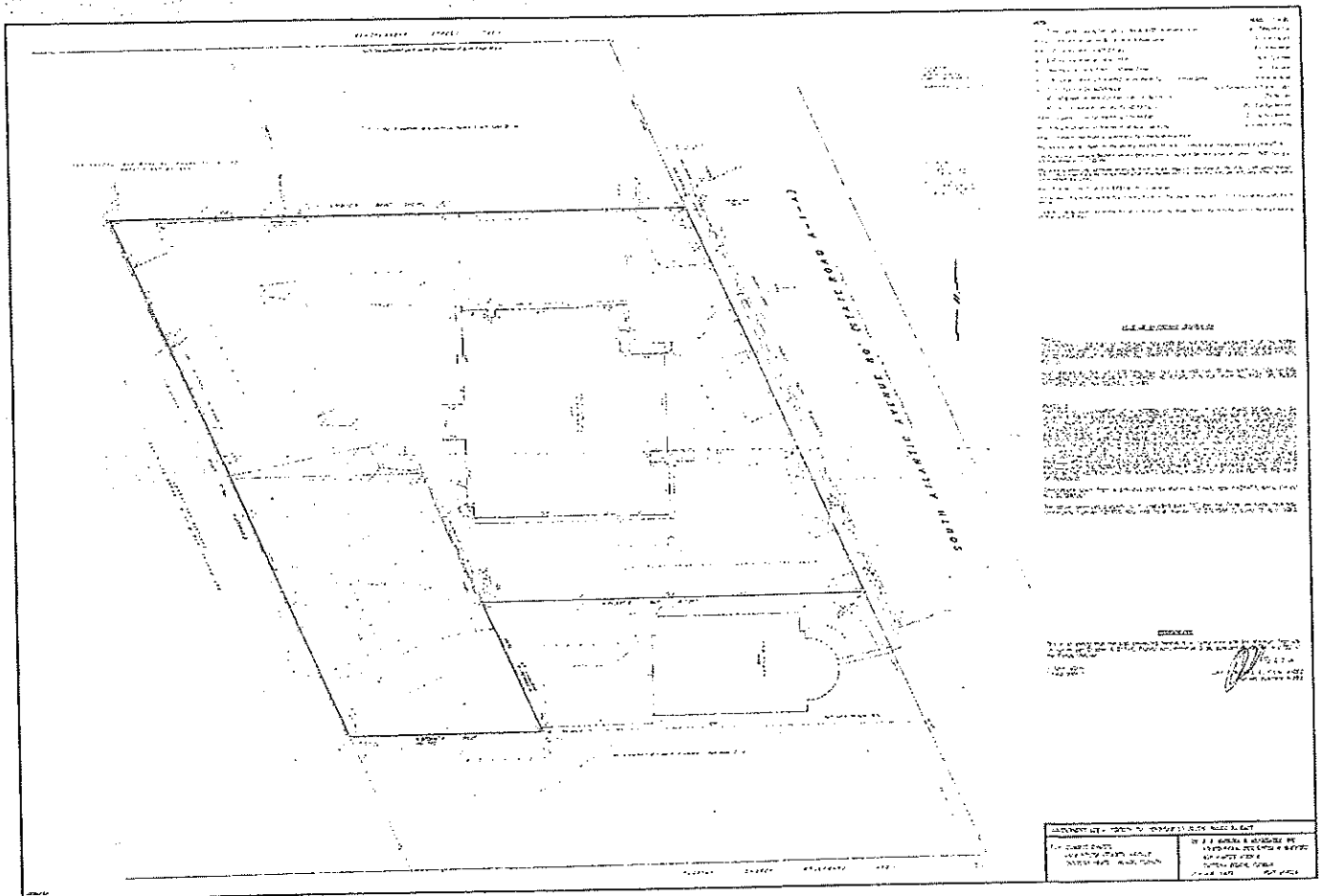
*Exhibit 2*

PARCEL 3: THAT PART OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY LINE OF ATLANTIC AVENUE (FORMERLY COBAN SHORE BOULEVARD), AN 80' STREET AS NOW LAID OUT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 543.88' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 75' TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 75' TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO THE POINT OF BEGINNING.

cont'd

115537









**Volusia County Property Appraiser**  
123 W. Indiana Ave., Rm. 102  
DeLand, FL 32720  
Phone: (386) 736-5901 Web: [vcpa.vcgov.org](http://vcpa.vcgov.org)

## Property Summary

|                                     |                                                                                                                                                                                            |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Alternate Key:</b>               | 3417968                                                                                                                                                                                    |
| <b>Parcel ID:</b>                   | 532200040140                                                                                                                                                                               |
| <b>Township-Range-Section:</b>      | 15 - 33 - 22                                                                                                                                                                               |
| <b>Subdivision-Block-Lot:</b>       | 00 - 04 - 0140                                                                                                                                                                             |
| <b>Business Name:</b>               | SHERWIN WILLIAMS/SEAHORSE STORAGE                                                                                                                                                          |
| <b>Owner(s):</b>                    | CIROTTI ENTERPRISES LLC - FS - Fee Simple - 100%                                                                                                                                           |
| <b>Mailing Address On File:</b>     | 14413 CENTRALIA RD<br>BROOKSVILLE FL 34614                                                                                                                                                 |
| <b>Physical Address:</b>            | 2616 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118                                                                                                                                            |
| <b>Building Count:</b>              | 1                                                                                                                                                                                          |
| <b>Neighborhood:</b>                | 7362 - W/S ATL AVE DAYTONA BCH SHORE                                                                                                                                                       |
| <b>Subdivision Name:</b>            |                                                                                                                                                                                            |
| <b>Property Use:</b>                | 1100 - STORES 1 STORY                                                                                                                                                                      |
| <b>Tax District:</b>                | 403-DAYTONA BEACH SHORES                                                                                                                                                                   |
| <b>2021 Certified Millage Rate:</b> | 18.5026                                                                                                                                                                                    |
| <b>Homestead Property:</b>          | No                                                                                                                                                                                         |
| <b>Agriculture Classification:</b>  | No                                                                                                                                                                                         |
| <b>Short Description:</b>           | 22-15-33 E 300 FT OF S 148.54 FT OF N 470.38 FT W OF & MEASO<br>N O S BLVD OF LOT 4 BEING 150 FT ON W/L & INC S 73.5 FT OFN<br>543.88 FT OF E 200 FT W OF & MEAS ON O S BLVD OF GOV'TLOT 4 |

## Property Values

|                    |               |               |               |
|--------------------|---------------|---------------|---------------|
| <b>Tax Year:</b>   | 2022 Working  | 2021 Final    | 2020 Final    |
| <b>Valuation</b>   | 1-Market      | 1-Market      | 1-Market      |
| <b>Method:</b>     | Oriented Cost | Oriented Cost | Oriented Cost |
| <b>Improvement</b> | \$514,626     | \$468,762     | \$483,989     |
| <b>Value:</b>      | \$624,750     | \$535,500     | \$535,500     |
| <b>Land Value:</b> | \$1,139,376   | \$1,004,262   | \$1,019,489   |
| <b>Just/Market</b> |               |               |               |
| <b>Value:</b>      |               |               |               |

## Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

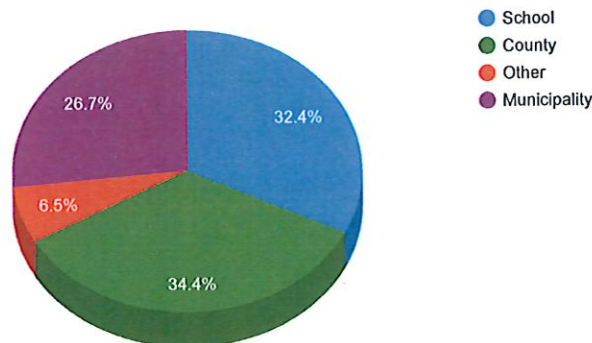
| Tax Authority                            | Just/Market Value | Assessed Value | Ex/10CAP | Taxable Value | Millage Rate | Estimated Taxes |
|------------------------------------------|-------------------|----------------|----------|---------------|--------------|-----------------|
| 0017 CAPITAL IMPROVEMENT                 | \$1,139,376       | \$1,139,376    | \$0      | \$1,139,376   | 1.5000       | \$1,709.06      |
| 0012 DISCRETIONARY                       | \$1,139,376       | \$1,139,376    | \$0      | \$1,139,376   | 0.7480       | \$852.25        |
| 0011 REQ LOCAL EFFORT                    | \$1,139,376       | \$1,139,376    | \$0      | \$1,139,376   | 3.5540       | \$4,049.34      |
| 0050 GENERAL FUND                        | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 5.3812       | \$5,944.55      |
| 0055 LIBRARY                             | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.5174       | \$571.57        |
| 0520 MOSQUITO CONTROL                    | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.1781       | \$196.74        |
| 0530 PONCE INLET PORT AUTHORITY          | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.0845       | \$93.35         |
| 0058 VOLUSIA ECHO                        | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.2000       | \$220.94        |
| 0057 VOLUSIA FOREVER                     | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.2000       | \$220.94        |
| 0065 FLORIDA INLAND NAVIGATION DISTRICT  | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.0320       | \$35.35         |
| 0100 HALIFAX HOSPITAL AUTHORITY          | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.9529       | \$1,052.66      |
| 0060 ST JOHN'S WATER MANAGEMENT DISTRICT | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 0.2189       | \$241.82        |
| 0240 DAYTONA BEACH SHORES                | \$1,139,376       | \$1,104,688    | \$34,688 | \$1,104,688   | 4.9356       | \$5,452.30      |
|                                          |                   |                |          |               | 18.5026      | \$20,640.86     |

## Non-Ad Valorem Assessments

| Project | #UnitsRate | Amount |
|---------|------------|--------|
|---------|------------|--------|

|                                          |                    |
|------------------------------------------|--------------------|
| Estimated Ad Valorem Tax:                | \$20,640.86        |
| Estimated Non-Ad Valorem Tax:            | \$0.00             |
| <b>Estimated Taxes:</b>                  | <b>\$20,640.86</b> |
| Estimated Tax Amount without SOH/10CAP ② | \$21,081.42        |

Where your tax dollars are going:



## Previous Years Certified Tax Roll Values

| Year | Land Value | Impr Value | Just Value  | Non-Sch Assd | County Exemptions | County Taxable | HX Savings |
|------|------------|------------|-------------|--------------|-------------------|----------------|------------|
| 2021 | \$535,500  | \$468,762  | \$1,004,262 | \$1,004,262  | \$0               | \$1,004,262    | \$0        |
| 2020 | \$535,500  | \$483,989  | \$1,019,489 | \$1,019,489  | \$0               | \$1,019,489    | \$0        |
| 2019 | \$535,500  | \$445,864  | \$981,364   | \$981,364    | \$0               | \$981,364      | \$0        |
| 2018 | \$535,500  | \$424,882  | \$960,382   | \$960,382    | \$0               | \$960,382      | \$0        |
| 2017 | \$476,000  | \$414,538  | \$890,538   | \$890,538    | \$0               | \$890,538      | \$0        |
| 2016 | \$476,000  | \$391,928  | \$867,928   | \$867,928    | \$0               | \$867,928      | \$0        |
| 2015 | \$476,000  | \$358,276  | \$834,276   | \$834,276    | \$0               | \$834,276      | \$0        |
| 2014 | \$476,000  | \$344,430  | \$820,430   | \$820,430    | \$0               | \$820,430      | \$0        |
| 2013 | \$476,000  | \$414,229  | \$890,229   | \$890,229    | \$0               | \$890,229      | \$0        |



## Land Data

| # | Land Use        | Ag | Type          | Units | Acres | Sq Feet | FF | Depth | Rate  | Just Value |
|---|-----------------|----|---------------|-------|-------|---------|----|-------|-------|------------|
| 1 | 1100-STORE 1FLR | N  | S-SQUARE FEET |       |       | 59,500  |    |       | 10.50 | \$624,750  |

Total Land Value: \$624,750

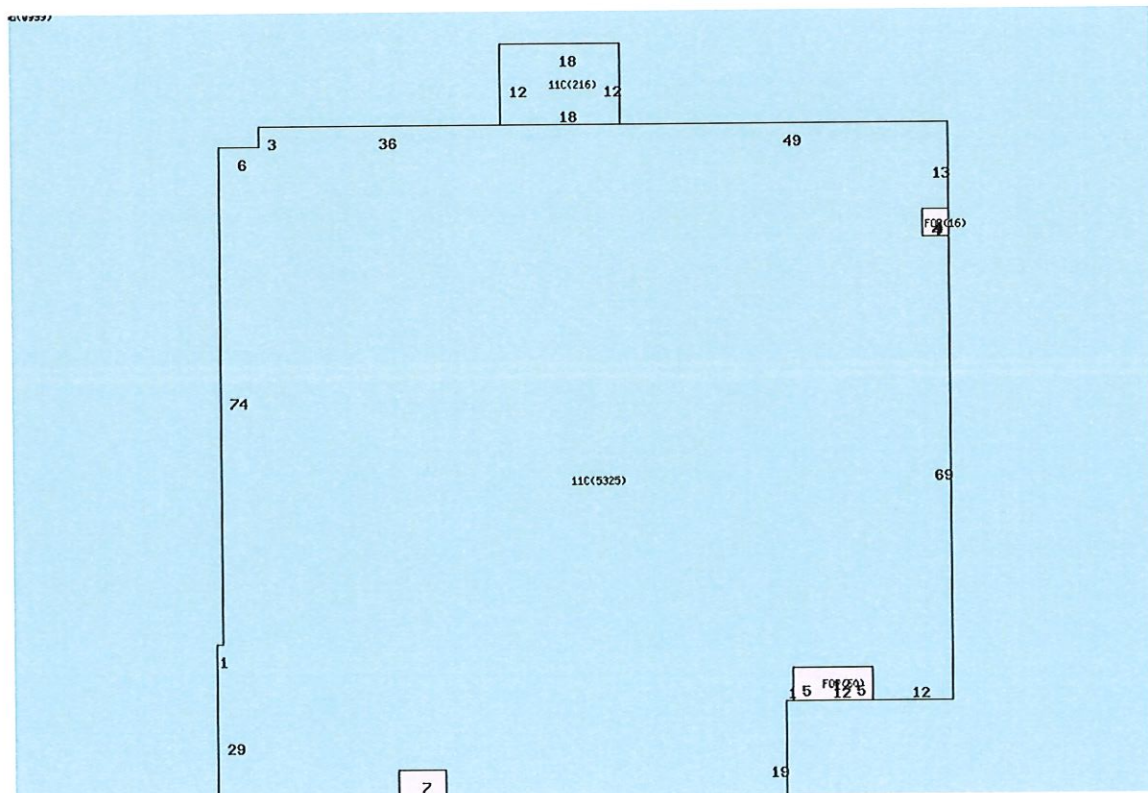
## Building(s) - Commercial

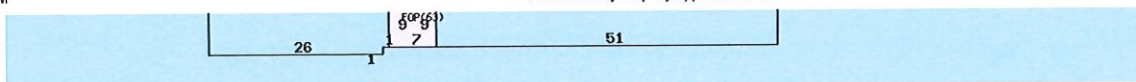
## Card (Bldg) #1

|                         |                      |                      |           |
|-------------------------|----------------------|----------------------|-----------|
| Structure Code:         | C - CONCRETE/MASONRY | Base RCN             | \$772,883 |
| Class:                  | -                    | Percent Good         | 63 %      |
| Grade:                  | 300                  | Total RCNLD          | \$486,914 |
| Built / Effective Year: | 1976 / 1996          | Market (NBHD) Factor | 1         |
| Total / Business Area   | 11222 / 11083        | Cost Value           | \$486,914 |

## Summary of Commercial Sections Data

| Line # | From-To Floor | Section Finish             | Stories | Area  | Total Area | Business Area | Year Blt |
|--------|---------------|----------------------------|---------|-------|------------|---------------|----------|
| 1      | 01 -01        | FOP - PORCH, OPEN FINISHED | 1       | 16    | 16         | N/A           |          |
| 2      | 01 -01        | FOP - PORCH, OPEN FINISHED | 1       | 60    | 60         | N/A           |          |
| 3      | 01 -01        | FOP - PORCH, OPEN FINISHED | 1       | 63    | 63         | N/A           |          |
| 4      | 01 -01        | 11C - RETAIL STORE         | 1       | 216   | 216        | 216           |          |
| 5      | 01 -01        | 11C - RETAIL STORE         | 1       | 5,325 | 5,325      | 5,325         |          |
| 6      | 01 -01        | 17C - OFFICE, ONE STORY    | 1       | 543   | 543        | 543           |          |
| 7      | 01 -01        | 48M - MINI WAREHOUSE       | 1       | 4,999 | 4,999      | 4,999         |          |
|        |               |                            |         |       | 11,222     | 11,083        |          |





## Miscellaneous Improvement(s)

| # | Type                      | Year | Area   | Units | L<br>x<br>W | Depreciated<br>Value |
|---|---------------------------|------|--------|-------|-------------|----------------------|
| 1 | BWL-FENCE,<br>WALL, BLOCK | 1976 | 1,074  | 1     |             | \$11,402             |
| 2 | PVA-PAVING<br>ASPHALT     | 1978 | 45,000 | 1     |             | \$15,624             |
| 3 | WFN-FENCE,<br>WOOD        | 2001 | 32     | 1     |             | \$164                |
| 4 | PVC-PAVING<br>CONCRETE    | 2005 | 336    | 1     |             | \$522                |

Total Miscellaneous Value: \$27,712

## Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

| Book/Page   | Instrument No.             | Sale<br>Date | Deed Type                  | Qualified/Unqualified | Vacant/Improved | Sale<br>Price |
|-------------|----------------------------|--------------|----------------------------|-----------------------|-----------------|---------------|
| 5144 / 553  | <a href="#">2003204735</a> | 08/19/2003   | WD-WARRANTY DEED           | UNQUALIFIED           | IMPROVED        | \$1,250,000   |
| 4609 / 0714 | <a href="#">2000198812</a> | 11/15/2000   | WD-WARRANTY DEED           | UNQUALIFIED           | IMPROVED        | \$300,000     |
| 4478 / 3335 | <a href="#">1999191548</a> | 09/15/1999   | CT-CERTIFICATE OF<br>TITLE | UNQUALIFIED           | IMPROVED        | \$100         |
| 2444 / 1356 |                            | 04/15/1983   | WD-WARRANTY DEED           | UNQUALIFIED           | IMPROVED        | \$100         |
| 2362 / 1920 |                            | 06/15/1982   | WD-WARRANTY DEED           | UNQUALIFIED           | VACANT          | \$100         |

## Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

| Legal Description                                                                                                                                                                                                    | Millage Group | Township-Range-<br>Section | Subdivision-Block-<br>Lot | Date<br>Created |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------|---------------------------|-----------------|
| 22-15-33 E 300 FT OF S 148.54 FT OF N 470.38 FT<br>W OF & MEASON O S BLVD OF LOT 4 BEING 150<br>FT ON W/L & INC S 73.5 FT OF N 543.88 FT OF E<br>200 FT W OF & MEAS ON O S BLVD OF GOV'T LOT<br>4 PER OR 5144 PG 553 | 403           | 15 - 33 - 22               | 00 - 04 - 0140            | 29-DEC-<br>81   |

## Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

| Date       | Number    | Description                                    | Amount    |
|------------|-----------|------------------------------------------------|-----------|
| 09/11/2020 | 20201392  | REPLACE 3.5 TON A/C SYSTEM                     | \$6,195   |
| 06/03/2013 | 2013-470  | INSTALL FIRE SPRINKLER SYSTEM IN STORAGE UNITS | \$22,675  |
| 05/29/2013 | 2013-239  | INSTALL ADA DRINKING FOUNTAIN                  | \$1,500   |
| 05/28/2013 | 2013-238  | REMODEL INTERIOR                               | \$200,000 |
| 02/22/2013 | 2013-180  | DEMO 1 BTH & KITCHEN SINK                      | \$500     |
| 02/22/2013 | 2013-178  | REMOVE INTERIOR NON BEARING WALLS & DUCT WORK  | \$2,400   |
| 08/16/2011 | RF2011-17 | RE ROOF                                        | \$46,000  |
| 04/01/2005 | BP2004-21 |                                                | \$0       |
| 04/18/2001 | BP2001-54 | ADDITIONS/ALTERATION                           | \$400     |



7/22/22, 2:03 PM

Volusia County Property Appraiser's Office

|            |       |                  |           |
|------------|-------|------------------|-----------|
| 10/01/1983 | 963   | ADD TO BASE      | \$6,100   |
| 10/01/1976 | 00030 | NEW CONSTRUCTION | \$35,200  |
| 01/01/1974 | 5560  | NEW CONSTRUCTION | \$150,000 |



**Volusia County Property Appraiser**  
123 W. Indiana Ave., Rm. 102  
DeLand, FL. 32720  
Phone: (386) 736-5901 Web: [vcpa.vcgov.org](http://vcpa.vcgov.org)

### Property Summary

|                                     |                                                                                                                                                                                           |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Alternate Key:</b>               | 4862668                                                                                                                                                                                   |
| <b>Parcel ID:</b>                   | 532200040170                                                                                                                                                                              |
| <b>Township-Range-Section:</b>      | 15 - 33 - 22                                                                                                                                                                              |
| <b>Subdivision-Block-Lot:</b>       | 00 - 04 - 0170                                                                                                                                                                            |
| <b>Business Name:</b>               |                                                                                                                                                                                           |
| <b>Owner(s):</b>                    | CIROTTI ENTERPRISES LLC - 100%                                                                                                                                                            |
| <b>Mailing Address On File:</b>     | 14413 CENTRALIA RD<br>BROOKSVILLE FL 34614                                                                                                                                                |
| <b>Physical Address:</b>            | 2616 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118                                                                                                                                           |
| <b>Building Count:</b>              | 0                                                                                                                                                                                         |
| <b>Neighborhood:</b>                | 7362 - W/S ATL AVE DAYTONA BCH SHORE                                                                                                                                                      |
| <b>Subdivision Name:</b>            |                                                                                                                                                                                           |
| <b>Property Use:</b>                | 1000 - VACANT COMM                                                                                                                                                                        |
| <b>Tax District:</b>                | 403-DAYTONA BEACH SHORES                                                                                                                                                                  |
| <b>2021 Certified Millage Rate:</b> | 18.5026                                                                                                                                                                                   |
| <b>Homestead Property:</b>          | No                                                                                                                                                                                        |
| <b>Agriculture Classification:</b>  | No                                                                                                                                                                                        |
| <b>Short Description:</b>           | 22-15-33 W 100 FT OF E 300 FT OF S 148.54 FT OF N 618.92 FT<br>W OF & MEAS ON S ATLANTIC AVE GOVT LOT 4 AKA PART OF 188190<br>192 & 194 & 196 BLDG #16 SEA HAVENS MB 40 PG 152 PER OR2840 |

## Property Values

|                           |               |               |               |
|---------------------------|---------------|---------------|---------------|
| <b>Tax Year:</b>          | 2022 Working  | 2021 Final    | 2020 Final    |
| <b>Valuation</b>          | 1-Market      | 1-Market      | 1-Market      |
| <b>Method:</b>            | Oriented Cost | Oriented Cost | Oriented Cost |
| <b>Improvement</b>        | \$0           | \$0           | \$0           |
| <b>Value:</b>             | \$142,800     | \$122,400     | \$122,400     |
| <b>Land Value:</b>        | \$142,800     | \$122,400     | \$122,400     |
| <b>Just/Market Value:</b> |               |               |               |

## Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

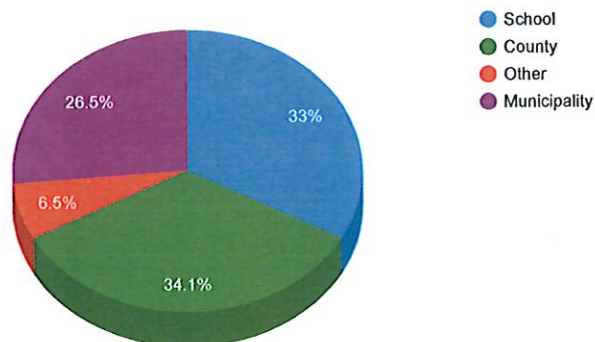
| Tax Authority                            | Just/Market Value | Assessed Value | Ex/10CAP | Taxable Value | Millage Rate | Estimated Taxes |
|------------------------------------------|-------------------|----------------|----------|---------------|--------------|-----------------|
| 0017 CAPITAL IMPROVEMENT                 | \$142,800         | \$142,800      | \$0      | \$142,800     | 1.5000       | \$214.20        |
| 0012 DISCRETIONARY                       | \$142,800         | \$142,800      | \$0      | \$142,800     | 0.7480       | \$106.81        |
| 0011 REQ LOCAL EFFORT                    | \$142,800         | \$142,800      | \$0      | \$142,800     | 3.5540       | \$507.51        |
| 0050 GENERAL FUND                        | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 5.3812       | \$724.52        |
| 0055 LIBRARY                             | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.5174       | \$69.66         |
| 0520 MOSQUITO CONTROL                    | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.1781       | \$23.98         |
| 0530 PONCE INLET PORT AUTHORITY          | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.0845       | \$11.38         |
| 0058 VOLUSIA ECHO                        | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.2000       | \$26.93         |
| 0057 VOLUSIA FOREVER                     | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.2000       | \$26.93         |
| 0065 FLORIDA INLAND NAVIGATION DISTRICT  | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.0320       | \$4.31          |
| 0100 HALIFAX HOSPITAL AUTHORITY          | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.9529       | \$128.30        |
| 0060 ST JOHN'S WATER MANAGEMENT DISTRICT | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 0.2189       | \$29.47         |
| 0240 DAYTONA BEACH SHORES                | \$142,800         | \$134,640      | \$8,160  | \$134,640     | 4.9356       | \$664.53        |
|                                          |                   |                |          |               | 18.5026      | \$2,538.53      |

## Non-Ad Valorem Assessments

| Project | #UnitsRate | Amount |
|---------|------------|--------|
|---------|------------|--------|

|                                          |                   |
|------------------------------------------|-------------------|
| Estimated Ad Valorem Tax:                | \$2,538.53        |
| Estimated Non-Ad Valorem Tax:            | \$0.00            |
| <b>Estimated Taxes:</b>                  | <b>\$2,538.53</b> |
| Estimated Tax Amount without SOH/10CAP ☺ | \$2,642.17        |

Where your tax dollars are going:



## Previous Years Certified Tax Roll Values

| Year | Land Value | Impr Value | Just Value | Non-Sch Assd | County Exemptions | County Taxable | HX Savings |
|------|------------|------------|------------|--------------|-------------------|----------------|------------|
| 2021 | \$122,400  | \$0        | \$122,400  | \$122,400    | \$0               | \$122,400      | \$0        |
| 2020 | \$122,400  | \$0        | \$122,400  | \$122,400    | \$0               | \$122,400      | \$0        |
| 2019 | \$122,400  | \$0        | \$122,400  | \$122,400    | \$0               | \$122,400      | \$0        |
| 2018 | \$122,400  | \$0        | \$122,400  | \$119,680    | \$0               | \$119,680      | \$0        |
| 2017 | \$108,800  | \$0        | \$108,800  | \$108,800    | \$0               | \$108,800      | \$0        |
| 2016 | \$108,800  | \$0        | \$108,800  | \$108,800    | \$0               | \$108,800      | \$0        |
| 2015 | \$108,800  | \$0        | \$108,800  | \$108,800    | \$0               | \$108,800      | \$0        |
| 2014 | \$108,800  | \$0        | \$108,800  | \$108,800    | \$0               | \$108,800      | \$0        |
| 2013 | \$108,800  | \$0        | \$108,800  | \$108,800    | \$0               | \$108,800      | \$0        |

## Land Data

| #                 | Land Use               | Ag | Type          | Units | Acres | Sq Feet | FF | Depth | Rate  | Just Value |
|-------------------|------------------------|----|---------------|-------|-------|---------|----|-------|-------|------------|
| 1                 | 1000-VACANT COMMERCIAL |    | S-SQUARE FEET |       |       | 13,600  |    |       | 10.50 | \$142,800  |
| Total Land Value: |                        |    |               |       |       |         |    |       |       | \$142,800  |

## Miscellaneous Improvement(s)

| #                          | Type | Year | Area | Units L x W | Depreciated Value |
|----------------------------|------|------|------|-------------|-------------------|
| Total Miscellaneous Value: |      |      |      |             | \$0               |

## Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

| Book/Page   | Instrument No.             | Sale Date  | Deed Type        | Qualified/Unqualified | Vacant/Improved | Sale Price  |
|-------------|----------------------------|------------|------------------|-----------------------|-----------------|-------------|
| 5144 / 553  | <a href="#">2003204735</a> | 08/19/2003 | WD-WARRANTY DEED | UNQUALIFIED           | VACANT          | \$1,250,000 |
| 4610 / 0196 | <a href="#">2000200373</a> | 11/15/2000 | WD-WARRANTY DEED | UNQUALIFIED           | VACANT          | \$25,000    |
| 2863 / 1942 |                            | 08/15/1986 | WD-WARRANTY DEED | UNQUALIFIED           | VACANT          | \$100       |
| 2840 / 0288 |                            | 06/15/1986 | WD-WARRANTY DEED | UNQUALIFIED           | VACANT          | \$85,000    |

## Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

| Legal Description                                                                                                                                                                                                               | Millage Group | Township-Range-Section | Subdivision-Block-Lot | Date Created |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|-----------------------|--------------|
| 22-15-33 W 100 FT OF E 300 FT OF S 148.54 FT OF N 618.92 FT W OF & MEAS ON S ATLANTIC AVE GOVT LOT 4 AKA PART OF 188190 192 & 194 & 196 BLDG #16 SEA HAVENS MB 40 PG 152 PER OR2840 PG 288 & OR 2863 PG 1943 PER OR 5144 PG 553 | 403           | 15 - 33 - 22           | 00 - 04 - 0170        | 16-SEP-86    |

## Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

| Date       | Number   | Description                    | Amount  |
|------------|----------|--------------------------------|---------|
| 02/22/2013 | 2013-178 | REMOVE INT WALLS & DUCT WORK   | \$2,400 |
| 02/22/2013 | 2013-180 | ELIMINATE 1 BTH & KITCHEN SINK | \$500   |

|            |            |     |
|------------|------------|-----|
| 06/23/2005 | BP2004-27  | \$0 |
| 01/22/2004 | bp2003-171 | \$0 |

## NOTICE TO ABUTTING PROPERTY OWNERS

February 9, 2023

The owners of the property located at 2616 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118, which abuts your property, have submitted an application to the City of Daytona Beach Shores for the following request:

Special Exception for Parcel No's. 5322-00-04-0170 and 5322-00-04-0140 to allow for the expansion of the existing self-storage facility use with a proposed 36,600 square foot climate controlled self-storage building to the west of the existing self-storage building.

The City of Daytona Beach Shores will hold a Public Hearing on these applications as follows:

**Daytona Beach Shores Planning & Zoning Board  
Monday, March 13, 2023, at 8:30 a.m.**

This meeting will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach, Shores. All interested parties may appear at the public hearing and will be given an opportunity to be heard.

**If this Notice is to a homeowner's association, condominium association or the management company for same, please post a copy of this Notice in a place where occupants of the association or condominium will be likely to see it.**

The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. For more information, please contact the Planning Division at (386) 763-5376. All interested parties are invited to appear at the public hearing and submit oral or written objections or comments.

Anyone who wishes to appeal any decision by the City with respect to any matter considered at said Public Hearing will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearings. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven working days prior to the hearing.

# Click2Mail MOL Pro Tracing Data

For Click2Mail Order #18366380

Page 1 of 6

| Tracking Number                   | Mailing Address/Standard Address                                                                                                             | Address Type | Scan Status                            | Scan Date          | Scan Location (ZipCode) |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------|--------------------|-------------------------|
| <b>92147901324734001774962334</b> | Morbiltzer Management Inc . Sea Havens Homeowners Assoc 772 Hunt Club Trl Port Orange FL 32127-7788 UNITED STATES                            |              |                                        |                    |                         |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Pre-Shipment Info Sent to USPS         | 02/10/23 10:34 EST | 48502                   |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Provided to postal processing facility | 02/10/23 14:19 EST | 485029998               |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Shipment Acceptance                    | 02/10/23 16:28 EST | 48502                   |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Origin Acceptance                      | 02/10/23 20:25 EST | 48502                   |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/10/23 21:40 EST | 48340                   |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/11/23 09:27 EST | 48340                   |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/12/23 00:40 EST | 48340                   |
| 92147901324734001774962334        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/13/23 13:18 EST | 48340                   |
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| 92147901324734001774962334        |                                                                                                                                              | Standard     | No Authorized Recipient Available      | 02/16/23 11:47 EST | 32127                   |
| <b>92147901324734001774962341</b> | Joanne Clark, President Holiday Shores Condominium Assoc. Inc. 2617 S Atlantic Ave Daytona Beach Shores FL 32118-5605 UNITED STATES          |              |                                        |                    |                         |
| 92147901324734001774962341        |                                                                                                                                              | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
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| 92147901324734001774962341        |                                                                                                                                              | Standard     | Provided to postal processing facility | 02/10/23 14:19 EST | 485029998               |
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| 92147901324734001774962341        |                                                                                                                                              | Standard     | Origin Acceptance                      | 02/10/23 20:25 EST | 48502                   |
| 92147901324734001774962341        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/10/23 21:40 EST | 48340                   |
| 92147901324734001774962341        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/11/23 09:27 EST | 48340                   |
| 92147901324734001774962341        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/16/23 12:16 EST | 32862                   |
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| 92147901324734001774962341        |                                                                                                                                              | Standard     | Enroute/Processed                      | 02/16/23 23:00 EST | 32799                   |
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| <b>92147901324734001774962358</b> | Donna Marquette, President Twenty-Six Twenty-Six Condo Mgt Assoc In 2626 S Atlantic Ave Ofc Daytona Beach Shores FL 32118-5675 UNITED STATES |              |                                        |                    |                         |
| 92147901324734001774962358        |                                                                                                                                              | Standard     | Printed                                | 02/09/23 17:05 EST |                         |



| Tracking Number                   | Mailing Address/Standard Address                                                                                    | Address Type | Scan Status                            | Scan Date          | Scan Location (ZipCode) |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------|--------------------|-------------------------|
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| 92147901324734001774962358        |                                                                                                                     | Standard     | Dispatched from Sort Facility          | 02/13/23 21:08 EST | 32862                   |
| 92147901324734001774962358        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/13/23 21:11 EST | 32799                   |
| 92147901324734001774962358        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/14/23 02:09 EST | 32799                   |
| 92147901324734001774962358        |                                                                                                                     | Standard     | Delivered                              | 02/14/23 13:08 EST | 32118                   |
| <b>92147901324734001774962365</b> | City Park City of Daytona Beach Shores 2990 S Atlantic Ave Daytona Beach Shores FL 32118-6002 UNITED STATES         |              |                                        |                    |                         |
| 92147901324734001774962365        |                                                                                                                     | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
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| <b>92147901324734001774962372</b> | City Beach Access City of Daytona Beach Shores 2990 S Atlantic Ave Daytona Beach Shores FL 32118-6002 UNITED STATES |              |                                        |                    |                         |
| 92147901324734001774962372        |                                                                                                                     | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
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| 92147901324734001774962372        |                                                                                                                     | Standard     | Origin Acceptance                      | 02/10/23 20:25 EST | 48502                   |
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| Tracking Number                   | Mailing Address/Standard Address                                                                                                         | Address Type | Scan Status                            | Scan Date          | Scan Location (ZipCode) |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------|--------------------|-------------------------|
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| 92147901324734001774962372        |                                                                                                                                          | Standard     | Delivered                              | 02/16/23 09:44 EST | 32118                   |
| <b>92147901324734001774962389</b> | Claudia Mallard, President c/o Sentry Management Sandpoint Condo Coa 2180 W State Road 434 Ste 5000 Longwood FL 32779-5042 UNITED STATES |              |                                        |                    |                         |
| 92147901324734001774962389        |                                                                                                                                          | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
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| 92147901324734001774962389        |                                                                                                                                          | Standard     | Enroute/Processed                      | 02/11/23 09:27 EST | 48340                   |
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| 92147901324734001774962389        |                                                                                                                                          | Standard     | Enroute/Processed                      | 02/13/23 12:43 EST | 32862                   |
| 92147901324734001774962389        |                                                                                                                                          | Standard     | Enroute/Processed                      | 02/13/23 19:26 EST | 32799                   |
| 92147901324734001774962389        |                                                                                                                                          | Standard     | Enroute/Processed                      | 02/14/23 01:45 EST | 32799                   |
| 92147901324734001774962389        |                                                                                                                                          | Standard     | Delivered                              | 02/14/23 10:44 EST | 32779                   |
| <b>92147901324734001774962396</b> | Cow Lick's Homemade Icecream 2624 S Atlantic Ave Daytona Beach Shores FL 32118-5606 UNITED STATES                                        |              |                                        |                    |                         |
| 92147901324734001774962396        |                                                                                                                                          | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
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| 92147901324734001774962396        |                                                                                                                                          | Standard     | Enroute/Processed                      | 02/11/23 20:50 EST | 48340                   |
| 92147901324734001774962396        |                                                                                                                                          | Standard     | Enroute/Processed                      | 02/13/23 12:43 EST | 32862                   |
| 92147901324734001774962396        |                                                                                                                                          | Standard     | Dispatched from Sort Facility          | 02/13/23 21:08 EST | 32862                   |
| 92147901324734001774962396        |                                                                                                                                          | Standard     | Enroute/Processed                      | 02/13/23 21:11 EST | 32799                   |
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| 92147901324734001774962396        |                                                                                                                                          | Standard     | Delivered                              | 02/14/23 12:20 EST | 32118                   |
| <b>92147901324734001774962402</b> | 72-74 Lafayette Ave Really Cow Lick's Homemade Icecream 3 Whipper In Cir Ormond Beach FL 32174-2440 UNITED STATES                        |              |                                        |                    |                         |
| 92147901324734001774962402        |                                                                                                                                          | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
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| Tracking Number                   | Mailing Address/Standard Address                                                                                    | Address Type | Scan Status                            | Scan Date          | Scan Location (ZipCode) |
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| 92147901324734001774962402        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/11/23 20:50 EST | 48340                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/13/23 22:32 EST | 32862                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | Dispatched from Sort Facility          | 02/14/23 10:25 EST | 32862                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/14/23 13:54 EST | 32862                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/14/23 19:31 EST | 32799                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | Arrival at Unit                        | 02/15/23 07:12 EST | 32174                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | Out for Delivery                       | 02/15/23 07:23 EST | 32174                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | No Authorized Recipient Available      | 02/15/23 13:08 EST | 32174                   |
| 92147901324734001774962402        |                                                                                                                     | Standard     | 2Nd Notice Generated                   | 02/20/23 03:06 EST | 32174                   |
| <b>92147901324734001774962419</b> | Claudia Mallard, President SandPoint Condo COA 2615 S Atlantic Ave Daytona Beach Shores FL 32118-5648 UNITED STATES |              |                                        |                    |                         |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Pre-Shipment Info Sent to USPS         | 02/10/23 10:34 EST | 48502                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Provided to postal processing facility | 02/10/23 14:19 EST | 485029998               |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Shipment Acceptance                    | 02/10/23 16:28 EST | 48502                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Origin Acceptance                      | 02/10/23 20:25 EST | 48502                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/10/23 21:40 EST | 48340                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/11/23 09:27 EST | 48340                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/12/23 00:40 EST | 48340                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/13/23 13:18 EST | 48340                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/15/23 13:40 EST | 32862                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/15/23 19:56 EST | 32799                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/16/23 00:01 EST | 32799                   |
| 92147901324734001774962419        |                                                                                                                     | Standard     | Delivered                              | 02/16/23 14:12 EST | 32118                   |
| <b>92147901324734001774962426</b> | City of Daytona Beach Shores 2990 S Atlantic Ave Daytona Beach Shores FL 32118-6002 UNITED STATES                   |              |                                        |                    |                         |
| 92147901324734001774962426        |                                                                                                                     | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
| 92147901324734001774962426        |                                                                                                                     | Standard     | Pre-Shipment Info Sent to USPS         | 02/10/23 10:34 EST | 48502                   |
| 92147901324734001774962426        |                                                                                                                     | Standard     | Provided to postal processing facility | 02/10/23 14:19 EST | 485029998               |
| 92147901324734001774962426        |                                                                                                                     | Standard     | Shipment Acceptance                    | 02/10/23 16:28 EST | 48502                   |
| 92147901324734001774962426        |                                                                                                                     | Standard     | Origin Acceptance                      | 02/10/23 20:25 EST | 48502                   |
| 92147901324734001774962426        |                                                                                                                     | Standard     | Enroute/Processed                      | 02/10/23 21:40 EST | 48340                   |

| Tracking Number                   | Mailing Address/Standard Address                                                                                   | Address Type | Scan Status                            | Scan Date          | Scan Location (ZipCode) |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------|--------------------|-------------------------|
| 92147901324734001774962426        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/11/23 09:27 EST | 48340                   |
| 92147901324734001774962426        |                                                                                                                    | Standard     | Delivered                              | 02/15/23 09:32 EST | 32118                   |
| <b>92147901324734001774962433</b> | Cirotti Enterprises LLC 14413 Centralia Rd Brooksville FL 34614-2908 UNITED STATES                                 |              |                                        |                    |                         |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Pre-Shipment Info Sent to USPS         | 02/10/23 10:34 EST | 48502                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Provided to postal processing facility | 02/10/23 14:19 EST | 485029998               |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Shipment Acceptance                    | 02/10/23 16:28 EST | 48502                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Origin Acceptance                      | 02/10/23 20:25 EST | 48502                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/10/23 21:40 EST | 48340                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/11/23 09:27 EST | 48340                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/11/23 20:50 EST | 48340                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/11/23 20:51 EST | 48340                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/13/23 10:03 EST | 33630                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/13/23 14:09 EST | 33630                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/13/23 18:40 EST | 33630                   |
| 92147901324734001774962433        |                                                                                                                    | Standard     | Delivered                              | 02/14/23 10:05 EST | 34614                   |
| <b>92147901324734001774962440</b> | Ronald G. Raml GRI President Sea Havens Homeowners Assoc 772 Hunt Club Trl Port Orange FL 32127-7788 UNITED STATES |              |                                        |                    |                         |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Pre-Shipment Info Sent to USPS         | 02/10/23 10:34 EST | 48502                   |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Provided to postal processing facility | 02/10/23 14:19 EST | 485029998               |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Shipment Acceptance                    | 02/10/23 16:28 EST | 48502                   |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Origin Acceptance                      | 02/11/23 08:12 EST | 48502                   |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/11/23 09:27 EST | 48340                   |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/11/23 20:50 EST | 48340                   |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/13/23 19:26 EST | 32799                   |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/14/23 03:24 EST | 32799                   |
| 92147901324734001774962440        |                                                                                                                    | Standard     | Delivered                              | 02/14/23 11:40 EST | 32127                   |
| <b>92147901324734001774962457</b> | Timothy and Heidi Ramsay 17 Ramsgate Ln Barkhamsted CT 06063-4200 UNITED STATES                                    |              |                                        |                    |                         |
| 92147901324734001774962457        |                                                                                                                    | Standard     | Printed                                | 02/09/23 17:05 EST |                         |
| 92147901324734001774962457        |                                                                                                                    | Standard     | Pre-Shipment Info Sent to USPS         | 02/10/23 10:34 EST | 48502                   |
| 92147901324734001774962457        |                                                                                                                    | Standard     | Provided to postal processing facility | 02/10/23 14:19 EST | 485029998               |
| 92147901324734001774962457        |                                                                                                                    | Standard     | Shipment Acceptance                    | 02/10/23 16:28 EST | 48502                   |
| 92147901324734001774962457        |                                                                                                                    | Standard     | Origin Acceptance                      | 02/10/23 20:25 EST | 48502                   |
| 92147901324734001774962457        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/10/23 21:40 EST | 48340                   |
| 92147901324734001774962457        |                                                                                                                    | Standard     | Enroute/Processed                      | 02/12/23 00:40 EST | 48340                   |

| Tracking Number            | Mailing<br>Address/Standard<br>Address | Address<br>Type | Scan Status                          | Scan Date          | Scan<br>Location<br>(ZipCode) |
|----------------------------|----------------------------------------|-----------------|--------------------------------------|--------------------|-------------------------------|
| 92147901324734001774962457 |                                        | Standard        | Enroute/Processed                    | 02/13/23 13:18 EST | 48340                         |
| 92147901324734001774962457 |                                        | Standard        | Enroute/Processed                    | 02/15/23 10:57 EST | 06101                         |
| 92147901324734001774962457 |                                        | Standard        | Dispatched from Sort<br>Facility     | 02/15/23 20:27 EST | 06101                         |
| 92147901324734001774962457 |                                        | Standard        | Enroute/Processed                    | 02/15/23 22:34 EST | 06101                         |
| 92147901324734001774962457 |                                        | Standard        | Enroute/Processed                    | 02/16/23 03:59 EST | 06101                         |
| 92147901324734001774962457 |                                        | Standard        | Arrival at Unit                      | 02/16/23 08:54 EST | 06098                         |
| 92147901324734001774962457 |                                        | Standard        | Out for Delivery                     | 02/16/23 09:05 EST | 06063                         |
| 92147901324734001774962457 |                                        | Standard        | No Authorized Recipient<br>Available | 02/16/23 12:42 EST | 06098                         |
| 92147901324734001774962457 |                                        | Standard        | Delivered                            | 02/23/23 12:16 EST | 06098                         |

Report Generated on : March 02, 2023

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Joanne Clark, President  
Holiday Shores Condominium Assoc. Inc.  
2617 S Atlantic Ave  
Daytona Beach Shores, FL 32118-5605



9290 9901 3247 3400 1774 9623 45

2. Article Number (Transfer from service label)  
92147901324734001774962341

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Joanne Clark* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

*Holiday Shores*

C. Date of Delivery

*2/25/23*

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

3. Service Type

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

DOMESTIC RETURN RECEIPT

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Timothy and Heidi Ramsay  
17 Ramsgate Ln  
Barkhamsted, CT 06063-4200



9290 9901 3247 3400 1774 9624 51

2. Article Number (Transfer from service label)  
92147901324734001774962457

PS Form 3811, July 2015 PSN 7530-02-000

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Timothy Ramsay* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

*Timothy Ramsay*

C. Date of Delivery

*2/23/23*

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

3. Service Type

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

DOMESTIC RETURN RECEIPT

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
City Beach Access  
City of Daytona Beach Shores  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1774 9623 76

2. Article Number (Transfer from service label)  
92147901324734001774962372

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Joanne Clark* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

*Joanne Clark*

C. Date of Delivery

*2-16-23*

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

3. Service Type

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

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
City Park  
City of Daytona Beach Shores  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1774 9623 69

2. Article Number (Transfer from service label)  
92147901324734001774962365

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X Joanna Lopez ☒ Agent  
☐ Addressee

B. Received by (Printed Name)

Joanna Lopez C. Date of Delivery 2-16-23

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes  
☐ No

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express                      |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail                            |
| <input type="checkbox"/> Certified Mail                                | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation                     |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (Over \$500) |                                                                     |

DOMESTIC RETURN RECEIPT

602487-14-3

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Cow Lick's Homemade Icecream  
2624 S Atlantic Ave  
Daytona Beach Shores, FL 32118-5606



9290 9901 3247 3400 1774 9623 90

2. Article Number (Transfer from service label)  
92147901324734001774962396

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X [Signature] ☒ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes  
☐ No

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express                      |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail                            |
| <input type="checkbox"/> Certified Mail                                | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation                     |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (Over \$500) |                                                                     |

DOMESTIC RETURN RECEIPT

602487-14-4

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Claudia Mallard, President  
SandPoint Condo COA  
2615 S Atlantic Ave  
Daytona Beach Shores, FL 32118-5648



9290 9901 3247 3400 1774 9624 13

2. Article Number (Transfer from service label)  
92147901324734001774962419

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X [Signature] ☒ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes  
☐ No

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express                      |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail                            |
| <input type="checkbox"/> Certified Mail                                | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation                     |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (Over \$500) |                                                                     |



**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
City of Daytona Beach Shores  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1774 9624 20

2. Article Number (Transfer from service label)  
92147901324734001774962426

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Joanna Fargner* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Joanna Fargner* C. Date of Delivery *2-15-25*

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

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express                      |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail                            |
| <input checked="" type="checkbox"/> Certified Mail                     | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input checked="" type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation                     |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (Over \$500) |                                                                     |

DOMESTIC RETURN RECEIPT

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Ronald G. Raml GRI President  
Sea Havens Homeowners Assoc  
772 Hunt Club Trl  
Port Orange, FL 32127-7788



9290 9901 3247 3400 1774 9624 44

2. Article Number (Transfer from service label)  
92147901324734001774962440

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Stephen Lee* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Stephen Lee* C. Date of Delivery *2/19/23*

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

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express                      |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail                            |
| <input checked="" type="checkbox"/> Certified Mail                     | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input checked="" type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation                     |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (Over \$500) |                                                                     |

DOMESTIC RETURN RECEIPT

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Claudia Mallard, President  
c/o Sentry Management  
Sandpoint Condo Coa  
2180 W State Road 434 Ste 5000  
Longwood, FL 32779-5042



9290 9901 3247 3400 1774 9623 83

2. Article Number (Transfer from service label)  
92147901324734001774962389

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *CL Mallard* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*CL Mallard* C. Date of Delivery *2-19*

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

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express                      |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail                            |
| <input checked="" type="checkbox"/> Certified Mail                     | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input checked="" type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation                     |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (Over \$500) |                                                                     |

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Donna Marquette, President  
Twenty-Six Twenty-Six Condo Mgt Assoc In  
2626 S Atlantic Ave Ofc  
Daytona Beach Shores, FL 32118-5675



9290 9901 3247 3400 1774 9623 52

**2. Article Number (Transfer from service label)**

92147901324734001774962358

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X

Agent  
Address

**B. Received by (Printed Name)****C. Date of Delivery**

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐
**3. Service Type**

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

DETACH AT PERFORATION

## Ad Preview

### NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Daytona Beach Shores will hold a Public Hearing to consider a Special Exception for the property generally located at 2616 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, Parcel No's. 5322-00-04-0140 and 532200040170. The applicant, All Aboard Storage c/o Andy Clark, is requesting a Special Exception to allow for the expansion of the existing Interior Storage Facility use with a proposed 36,600 square foot climate controlled self-storage building to the west of the existing self-storage building.

Daytona Beach Shores Planning & Zoning Board, March 13, 2023, at 8:30 a.m.

The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. For more information, please contact the Planning Division at (386) 763-5376. All interested parties are invited to appear at the public hearing and submit oral or written objections or comments.

This meeting will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach, Shores. All interested parties may appear at the public hearing and will be given an opportunity to be heard. Anyone who wishes to appeal any decision by the City with respect to any matter considered at said Public Hearing will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven working days prior to the hearing.

3/3









## **CITY COMMISSION AGENDA MEMORANDUM AUGUST 27, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Gwyn Herstein, City Planner

**PREPARED BY:** Gwyn Herstein, City Planner

**SUBJECT:** Regular Site Plan RSP12023048: SHORES DEPOT - ALL ABOARD STORAGE Interior Storage Facility, 2616 S. Atlantic Avenue

### **SYNOPSIS:**

On September 25, 2023, applicant Andy Clark, Manager of 2616 Atlantic LLC (formerly 91 Oneida LLC), submitted Regular Site Plan application RSP12023048. The site plan, if approved, would facilitate construction of a 3-story 36,104 sq ft interior storage facility called "Shores Depot - All Aboard Storage." The development site is located on the west side of the parcel of land at located at 2616 S. Atlantic Avenue. This site has a total acreage of 1.56 acres and a street frontage of 221.9 feet along South Atlantic Avenue. A total of 123 interior storage units of various sizes are currently planned for this building.

### **FISCAL IMPACT STATEMENT:**

No impact on this current years' budget.

### **BACKGROUND:**

See attached Planning Analysis.

### **LEGAL REVIEW:**

### **RECOMMENDATION:**

Staff recommends approval of Regular Site Plan RSP12023048 as presented, with the conditions identified in Exhibit H.

### **SUGGESTED MOTION:**

A City Commissioner may move as follows:

1. "I move to approve the SHORES DEPOT - ALL ABOARD STORAGE Interior Storage Facility

Project Site Plan, RSP12023048, as presented, with the conditions identified in Exhibit H."

**OR**

2. "I move to approve the SHORES DEPOT - ALL ABOARD STORAGE Interior Storage Facility Project Site Plan, RSP12023048, with the following conditions on the basis of the following..."

**OR**

3. "I move to deny the SHORES DEPOT - ALL ABOARD STORAGE Interior Storage Facility Project Site Plan, RSP12023048, on the basis of the following..."

- ATTACHMENT:**
1. Shores Depot - All Aboard Storage, RSP12023048 APPLICATION and CHANGE OF BUSINESS NAME
  2. Shores Depot - All Aboard Storage, RSP12023048 PLAN SET
  3. Shores Depot - All Aboard Storage, RSP12023048 COLOR ELEVATIONS
  4. Shores Depot - All Aboard Storage, RSP12023048 PLANNING ANALYSIS and EXIBITS A-I





# City of Daytona Beach Shores

Building & Codes Division  
Department of Community Services  
Telephone: (386) 763-5377  
Fax (386) 763-5370

SPR#: 12023048  
FEE  
Amt: \$ 827.00  
Reviewed By: Gwyn Hurst  
Date: 8-7-2024

## SITE PLAN REVIEW APPLICATION RECEIVED

12023048 04 28 16

SEP 25 2023

BUILDING AND CODES DIVISION  
CITY OF DAYTONA BEACH SHORES

Project Name: Shores Depot

Project Location (Address): 2616 S Atlantic Ave

Parcel #/ #'s: 15-33-22-00-04-0140 & 15-33-22-00-04-0170

Property Owner's Name: 91 ONEIDA LLC  
(If Applicant is not owner, attach authorization affidavit)

5122-00-04-0140

Applicant/Developer Name: Andy Clark, Manager of 91 ONEIDA LLC

Mailing Address: 5111 South Ridgewood Ave, Suite 201, Port Orange, FL 31227

Phone: 386-236-1970

Fax: \_\_\_\_\_

Project Coordinator: Brad Donley, PE

Mailing Address: 1230 N US HWY 1, Suite 3, Ormond Beach, FL 32174

Phone: 386-872-7794

Fax: \_\_\_\_\_

### APPLICATION TYPE:

- ☐ Conceptual Plan Review
- ☐ Administrative Site Plan Review (Projects must be 5000 sq. ft. GFA or Less)
- ☒ Regular Site Plan Review (Projects must be greater than 5000 sq. ft. GFA)
- ☐ Follow up review of previously submitted site plan/ and or amendments to site plan
- ☐ Site Plan Extension

Proposed Use: Mini-Warehouse & Commercial

Property Size (Acres & Square Footage): 1.564 ac, 68,135 sf

Proposed GFA (Gross Floor Area) of project: 36,104 sf

Submitted By: Brad Donley, PE Date: 9/20/23

No applications, drawings, etc. will be accepted until all application fees are paid.

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF

91 ONEIDA LLC

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 05/06/2020 and assigned  
Florida document number L20000143256.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

2616 ATLANTIC LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

FILED  
2024 APR 29 PM 12:20  
SECRETARY OF STATE  
TALLAHASSEE, FL

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

*Enter Florida street address*

\_\_\_\_\_, Florida \_\_\_\_\_  
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Type of Action</u>           |
|--------------|-------------|----------------|---------------------------------|
|              |             |                | <input type="checkbox"/> Add    |
|              |             |                | <input type="checkbox"/> Remove |
|              |             |                | <input type="checkbox"/> Change |
|              |             |                | <input type="checkbox"/> Add    |
|              |             |                | <input type="checkbox"/> Remove |
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|              |             |                | <input type="checkbox"/> Add    |
|              |             |                | <input type="checkbox"/> Remove |
|              |             |                | <input type="checkbox"/> Change |

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

*[Signature]*

Douglas Andrew Clark

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| INDEX OF SHEETS |                                 |
|-----------------|---------------------------------|
| SHEET No.       | SHEET TITLE                     |
| 01              | COVER                           |
| 02              | SURVEY                          |
| 03              | DEVELOPMENT INFORMATION         |
| 04              | DEMOLITION AND SWPPP PLAN       |
| 05              | SWPPP DETAILS                   |
| 06              | SITE LAYOUT PLAN                |
| 07              | SITE GRADING AND DRAINAGE PLAN  |
| 08              | CROSS SECTIONS                  |
| 09              | SITE UTILITY PLAN               |
| 10              | UTILITY DETAILS                 |
| 11              | CITY OF DAYTONA BEACH DETAILS   |
| 12              | CITY OF DAYTONA BEACH DETAILS 2 |
| 13              | MISCELLANEOUS DETAILS           |
| 14              | MAINTENANCE OF TRAFFIC          |
| 15              | AUTOTURN PLAN - FIRE            |
| 16              | AUTOTURN PLAN -TRASH            |
| L1              | LANDSCAPE PLAN                  |
| L2              | LANDSCAPE DETAILS               |
| L3              | IRRIGATION PLAN                 |
| L4              | IRRIGATION DETAILS              |

# SITE PLAN DRAWINGS FOR

# ALL ABOARD STORAGE

# SHORES DEPOT

SECTION 02, TOWNSHIP 16S, RANGE 33E  
15-33-22-00-04-0140 AND 15-33-22-00-04-0170  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118  
SEPTEMBER 2023  
REVISED JULY 2024

## PROJECT TEAM

PROPERTY OWNER & APPLICANT: 91 ONEIDA LLC  
5111 SOUTH RIDGEWOOD AVENUE, SUITE 201  
PORT ORANGE, FL 32127  
PHONE: (386) 236-1970  
EMAIL: ACLARK@GOALLABOARD.COM

ENGINEER/ PROJECT MANAGER/ LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC.  
1230 NORTH HIGHWAY 1, SUITE 3  
ORMOND BEACH, FL 32174  
PHONE: (386) 872-7794  
EMAIL: GBOGART@NEWKIRK-ENGINEERING.COM

ARCHITECT: BPF DESIGN INCORPORATED.  
207 FAIRVIEW AVENUE  
DAYTONA BEACH, FL 32114  
PHONE: (386) 257-0502  
EMAIL: BPFDESIGN@CFL.RR.COM

SURVEYOR: J.J. MATEJKA AND ASSOCIATES  
408 HARVEY AVENUE  
DAYTONA BEACH, FL 32118  
PHONE: (386) 252-7371  
EMAIL: JOHN.MATEJKA@OUTLOOK.COM

## CONTACT NUMBERS

BUILDING & PERMITS - CITY OF DAYTONA BEACH SHORES BUILDING DIVISION (386) 763-5377  
PLANNING & ZONING - CITY OF DAYTONA BEACH SHORES PLANNING DEPT. (386) 763-5376  
WATER - CITY OF CITY OF DAYTONA BEACH (386) 671-8827  
WASTEWATER - CITY OF DAYTONA BEACH SHORES SEWER UTILITY DIVISION (386) 763-5366  
GAS - TECO PEOPLES GAS - (813) 275-3783  
ELECTRIC - FLORIDA POWER & LIGHT (386) 586-6403  
TELEPHONE/CABLE - AT&T (386) 257-7950  
CABLE - SPECTRUM (386) 788-4198

## LEGAL DESCRIPTION

PART OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND PART OF LOTS 188, 190, 194 AND 196 OF BUILDING 16, SEA HAVENS, OF RECORD IN MAP BOOK 40, PAGE 151, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (FORMERLY OCEAN SHORE BOULEVARD), ALSO BEING STATE ROAD A-1-A, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE S23° 44' 47"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 543.87 FEET TO THE POINT OF BEGINNING; THENCE S89° 24' 40"W, 199.81 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 190; THENCE S23° 46' 32"E ALONG THE EASTERLY LINE OF SAID LOTS 190 AND 188 AND THE SOUTHERLY EXTENSION THEREOF, 74.90 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 618.92 FEET WEST OF AND MEASURED ON SAID WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, OF SAID GOVERNMENT LOT 4; THENCE S89° 28' 06"W ALONG SAID LINE, 100.37 FEET TO A POINT IN THE WESTERLY LINE OF THE EAST 300 FEET WEST OF SAID SOUTH ATLANTIC AVENUE; THENCE N23° 43' 07"W ALONG SAID LINE, 296.79 FEET; THENCE N89° 26' 13"E, 300.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH ATLANTIC AVENUE; THENCE S23° 44' 47"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 221.93 FEET TO THE POINT OF BEGINNING. CONTAINING 1.564 ACRES MORE OR LESS.

## PROJECT STATEMENT

PROPOSE AN EXPANSION OF AN EXISTING SHERWIN WILLIAMS RETAIL STORE PROPERTY TO ADD A 3-STORY CLIMATE CONTROLLED SELF-STORAGE FACILITY ON 1.56± TOTAL ACRES. THE DEVELOPMENT WILL HAVE A TOTAL OF 1.19 ACRES OF IMPERVIOUS SURFACE. ADDITIONAL IMPROVEMENTS ARE LANDSCAPING, PARKING AREA ALTERATIONS, SITE GRADING, AND A FIRE SERVICE WITH HYDRANT AND FIRE DEPARTMENT CONNECTION.

## JURISDICTIONAL AGENCY PERMIT No.

CITY OF DAYTONA BEACH SHORES (DEVELOPMENT ORDER) 0448295001EG  
SJRWMD ERP (10-2 SELF CERTIFICATION) 2023-D-591-00059  
FDOT (DRAINAGE) 2023-A-591-00058  
FDOT (ACCESS)

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

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## AERIAL MAP

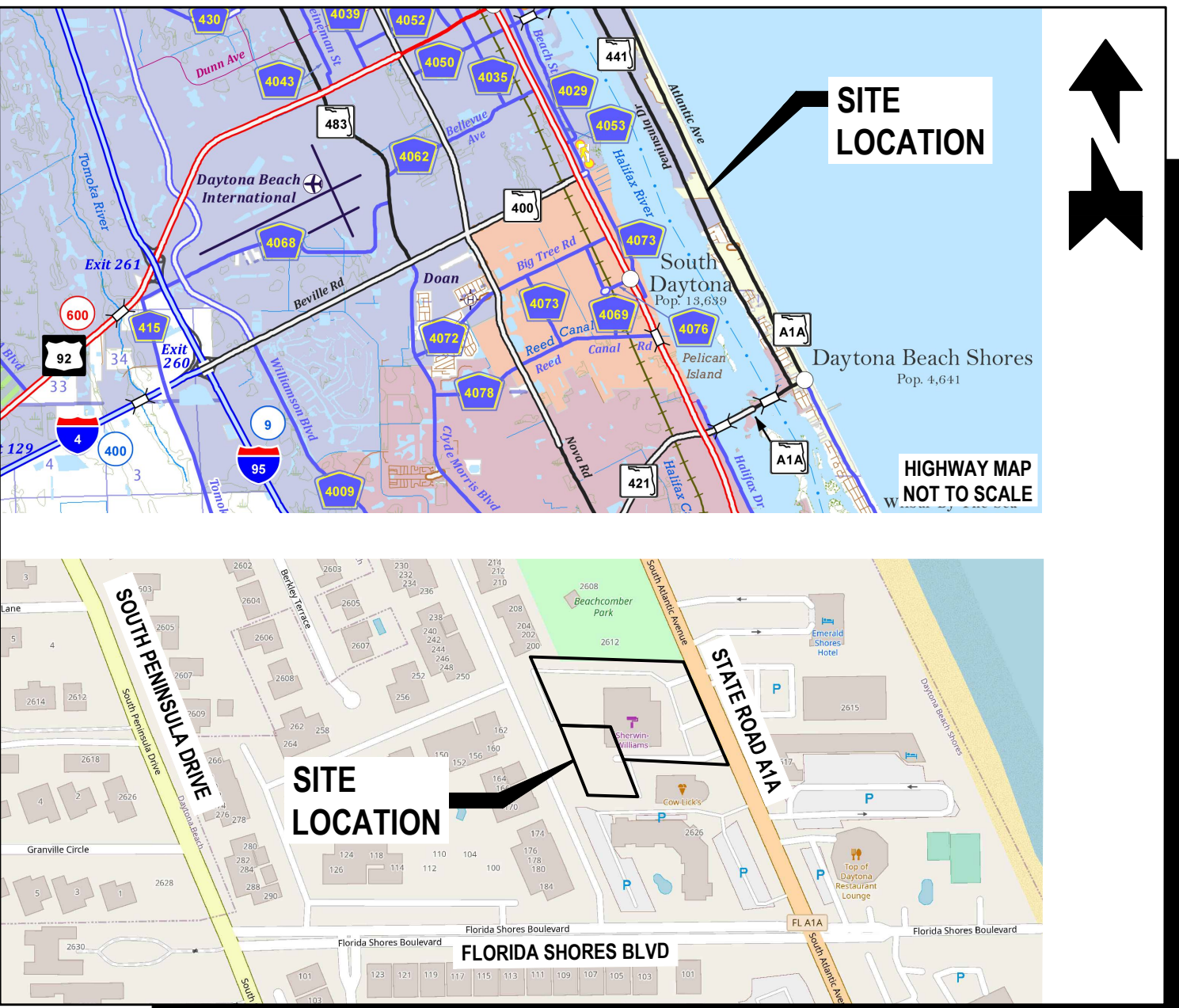
SCALE: 1" = 250'



## FLOOD ZONE MAP

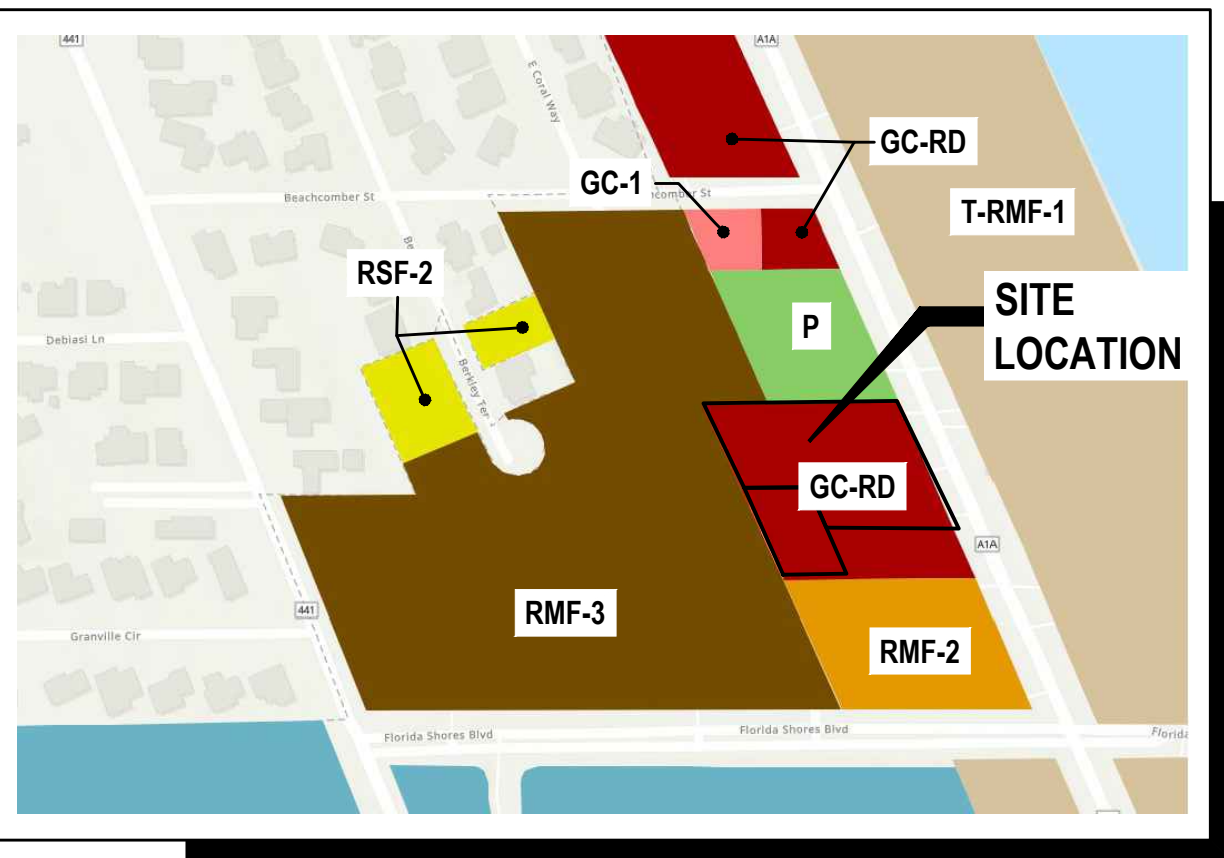
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FLOOD ZONE "X"  
PANEL No. 12127C0386J, EFF. 9/29/2017



## LOCATION MAP

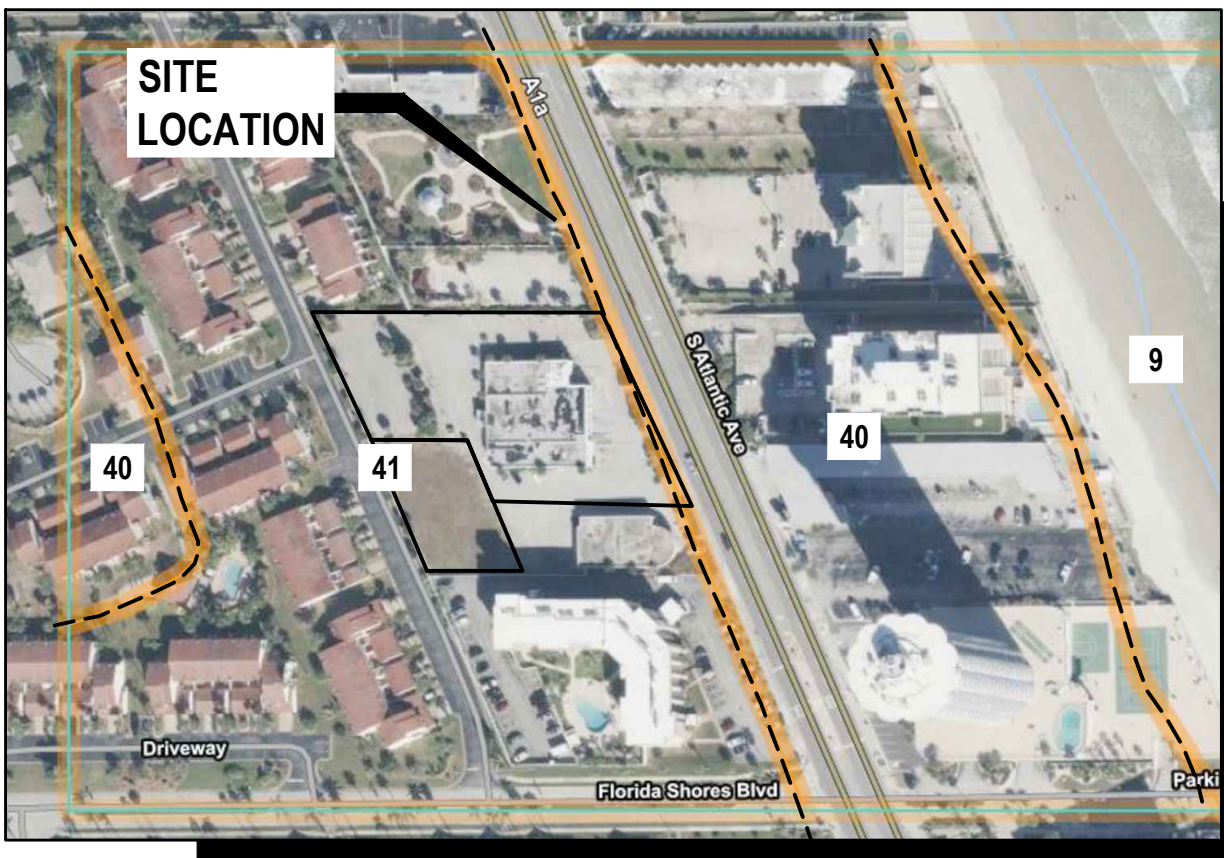
SCALE: 1" = 200'



## ZONING MAP

SCALE: 1" = 300'

ZONING : GC-RD (GENERAL COMMERCIAL - REDEVELOPMENT)



## SOILS MAP

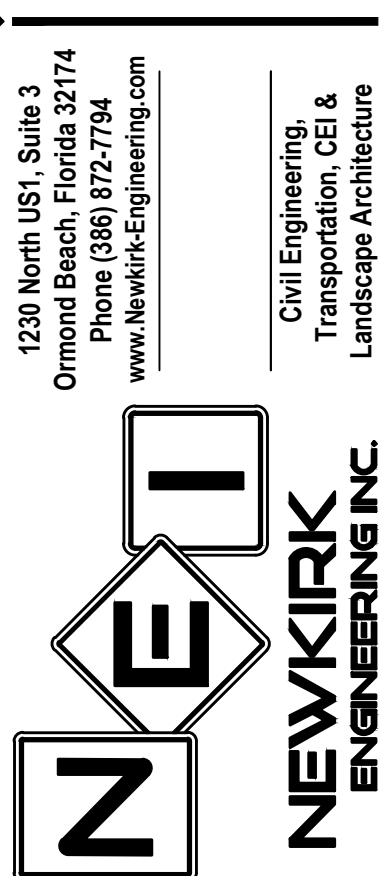
SCALE: 1" = 200'

SOIL TYPES: (40) PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES  
(41) PALM BEACH-PAOLA ASSOCIATION, 2 TO 8 PERCENT SLOPES



## WARNING !!

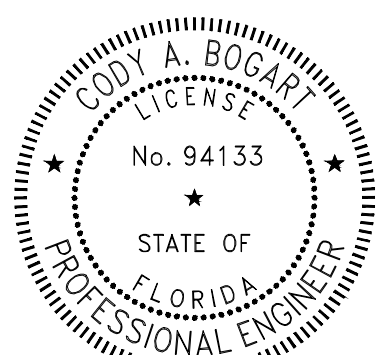
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.



THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING. COPYRIGHT 2013 ALL RIGHTS RESERVED.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY  
CODY A. BOGART, PE # 94133 ON

Digitally signed by Cody A. Bogart  
Date: 2024.08.19 11:45:24 -0400



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DRAWING NUMBER

01





Page 130 of 225



GENERAL CONSTRUCTION NOTES

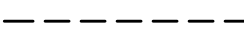
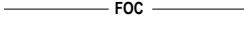
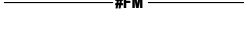
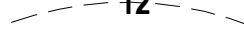
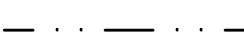
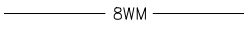
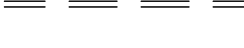
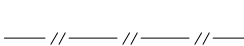
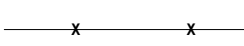
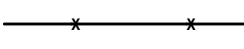
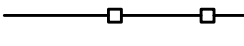
1. GOVERNING SPECIFICATIONS: THE CITY OF DAYTONA BEACH SHORES LAND DEVELOPMENT CODE, CITY OF DAYTONA BEACH AND PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION.
2. ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE 2023-2024 EDITION OF THE FDOT DESIGN STANDARD PLANS, THE 2019 EDITION OF THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2017 EDITION OF THE FDOT UTILITY ACCOMMODATIONS MANUAL.
3. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE THE CITY OF DAYTONA BEACH SHORES INSPECTOR.
4. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRECONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 763-5377 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
6. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
7. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
8. ONLY ONE TEMPORARY CONSTRUCTION SIGN IS PERMITTED, NOT TO EXCEED 32 SQUARE FEET IN SIGN AREA, MAXIMUM HEIGHT OF 8 FEET AND NO CLOSER THAN 10 FT FROM PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL APPLY FOR A TEMPORARY SIGN PERMIT AT THE THE CITY OF DAYTONA BEACH SHORES BUILDING DEPARTMENT. THE SIGN MUST BE REMOVED UPON RECEIPT OF THE CERTIFICATE OF OCCUPANCY.
9. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
10. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
11. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
12. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
13. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY- EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
14. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER, TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
16. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
17. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
18. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
19. CONCRETE WALKS SHALL BE 4 INCHES THICK HAVING A 3,000 PSI STRENGTH, POURED OVER PROPERLY PREPARED SUBGRADE. ALL CONCRETE SIDEWALKS SHALL BE 8 INCHES THICK ACROSS DRIVEWAYS. 1/2 INCH EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF 50'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTERS.
20. CORE TESTS SHALL BE TAKEN TO VERIFY THICKNESS AND SUBSURFACE COMPACTION. PROVIDE FOR THREE SAMPLES, RANDOMLY LOCATED. TEST FOR EXTRACTION, GRADATION, LABORATORY DENSITY, AND MARSHALL'S STABILITY. PROVIDE A CERTIFICATE FROM THE TESTING AGENCY THAT MATERIALS AND INSTALLATION COMPLY WITH SPECIFICATIONS, SIGNED BY THE ASPHALTIC CONCRETE PRODUCER AND CONTRACTOR. ALL COSTS OF TESTS SHALL BE PAID BY THE CONTRACTOR. IF TESTS SHOW THE INSTALLATION DOES NOT MEET SPECIFICATIONS, THE PAVING SHALL BE REMOVED, REPLACED, AND RETESTED.
21. IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
22. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
23. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
24. THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND AT THE OWNER'S, DEVELOPER'S OR BUILDER'S EXPENSE.
25. SET UP AND WORK ON SHOULDER AND WITHIN TRAVEL WAY SHALL ONLY OCCUR BETWEEN THE HOURS SPECIFIED ON THE THE CITY OF DAYTONA BEACH SHORES ROW PERMIT. ALTERNATIVELY, WORK CAN BE SCHEDULED DURING SCHOOL HOLIDAYS OR ON WEEKENDS.

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 68,088 SF OR 1.563 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY J.J. MATEJKA AND ASSOCIATES. (SEE SHEET No. 2 OF THESE PLANS).
2. THE ZONING IS GC-RD (GENERAL COMMERCIAL - REDEVELOPMENT).
3. THE TAX PARCEL NUMBERS ARE 15-33-22-00-04-0140 AND 15-33-22-00-04-0170.
4. THE EXISTING SITE CONDITION IS A DEVELOPED COMMERCIAL SITE. THE FLUCFCS LAND USE IS (141) RETAIL SALES AND SERVICES.
5. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF 40) PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES AND (41) PALM BEACH-PAOLA ASSOCIATION, 2 TO 8 PERCENT SLOPES.
6. THE SITE IS LOCATED WITHIN ZONE "X" PER FEMA MAP PANEL No. 12127C0386J, DATED SEPTEMBER 29, 2017.
7. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM NETWORKS.
8. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE MANAGEMENT, INC.
9. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
10. FIRE SERVICE WILL BE PROVIDED BY 6" FIRE MAIN CONNECTION TO THE ON-SITE WATER MAIN.
11. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
12. ALL ON-SITE WATER AND SEWER FACILITIES ARE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

|                                                                                       |                                  |                                                                                       |                                                |
|---------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------|
|    | BENCHMARK ID                     |    | 4" BY 4" CONCRETE MONUMENT                     |
|    | BORING ID                        |    | EXISTING EASEMENT                              |
|    | EXISTING CABLE TV PEDESTAL       |    | EXISTING UNDERGROUND FIBER OPTIC CABLE         |
|    | EXISTING CAP OR PLUG             |    | EXISTING FORCE MAIN (# INDICATES SIZE)         |
|    | EXISTING CLEAN OUT               |    | EXISTING GAS MAIN                              |
|    | EXISTING CONDUIT RISER/ MARKER   |    | EXISTING OVERHEAD ELECTRIC CABLES              |
|    | EXISTING ELECTRIC METER          |    | EXISTING OVERHEAD TRAFFIC SIGNAL CABLE         |
|    | EXISTING ELEVATION (SOFT)        |    | EXISTING RAW WATER MAIN (# INDICATES SIZE)     |
|    | PROPOSED ELEVATION (SOFT)        |    | EXISTING RECLAIM WATER MAIN (# INDICATES SIZE) |
|    | EXISTING ELEVATION (HARD)        |    | PROPOSED SANITARY SEWER (# INDICATES SIZE)     |
|    | PROPOSED ELEVATION (HARD)        |    | PROPOSED WATER MAIN (# INDICATES SIZE)         |
|    | EXISTING FIRE HYDRANT            |    | EXISTING CONTOUR                               |
|    | PROPOSED FIRE HYDRANT            |    | PROPOSED CONTOUR (SOFT)                        |
|    | EXISTING FLOW DIRECTION          |    | PROPOSED CONTOUR (HARD)                        |
|    | PROPOSED FLOW DIRECTION          |    | EXISTING UNDERGROUND TELEPHONE CABLE           |
|    | EXISTING GAS METER               |    | EXISTING UNDERGROUND TELEVISION CABLE          |
|    | EXISTING GAS VALVE               |    | EXISTING UNDERGROUND ELECTRICAL POWER CABLE    |
|    | EXISTING GUY WIRE & ANCHOR PIN   |    | JURISDICTIONAL WETLAND LINE                    |
|    | EXISTING MAIL BOX                |    | EXISTING SANITARY SEWER (# INDICATES SIZE)     |
|    | EXISTING MANHOLE (UNKNOWN)       |    | EXISTING WATER MAIN (# INDICATES SIZE)         |
|    | PROPOSED MANHOLE                 |    | EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)      |
|    | EXISTING SANITARY SEWER CLEANOUT |    | EXISTING SWALE OR CENTER OF DITCH              |
|    | EXISTING SANITARY SEWER MANHOLE  |    | PROPOSED SWALE OR CENTER OF DITCH              |
|    | EXISTING ROAD SIGNS AND POSTS    |    | EXISTING TOP OF DITCH BANK                     |
|    | PROPOSED SIGN AND POST           |    | EXISTING BOTTOM OF DITCH BANK                  |
|    | EXISTING TEE                     |    | EXISTING WOOD FENCE                            |
|    | EXISTING UTILITY POLE            |    | EXISTING WIRE OR CHAIN LINK FENCE              |
|    | EXISTING VALVE IRRIGATION        |    | PROPOSED WIRE OR CHAIN LINK FENCE              |
|   | EXISTING VALVE WATER             |   | PROPOSED SILT/SEDIMENT FENCE                   |
|  | PROPOSED WATER VALVE             |  | PROPOSED COIR ROLL OR WATTLE                   |
|  | EXISTING WATER METER             |  | PROPOSED FLOATING TURBIDITY BARRIER            |
|  | EXISTING STORM SEWER WITH INLET  |  | PROPOSED TREE PROTECTION                       |
|  | 1/2" IRON ROD (NO I.D.)          |                                                                                       |                                                |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2023 / 2024 AND QUALIFIED PRODUCTS LIST

| INDEX NO. | DESCRIPTION                                | INDEX NO. | DESCRIPTION                                                      |
|-----------|--------------------------------------------|-----------|------------------------------------------------------------------|
| 102       | TEMPORARY EROSION AND SEDIMENT CONTROL     | 102-600   | GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES       |
| 425-010   | STRUCTURE BOTTOMS - TYPES J AND P          | 102-602   | TWO-LANE, TWO-WAY, WORK ON SHOULDER                              |
| 205       | PIPE BACKFILL                              | 102-603   | TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY                    |
| 425-024   | CURB INLET TOP TYPE 9                      | 102-612   | MULTILANE, WORK ON SHOULDER                                      |
| 520-001   | CURB & CURB AND GUTTER                     | 102-660   | PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS                      |
| 522-002   | PUBLIC SIDEWALK CURB RAMPS                 | 515-062   | ALUMINUM PEDESTRIAN / BICYCLE PICKET RAILING                     |
| 350-001   | CONCRETE PAVEMENT JOINTS                   | 700-101   | TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS |
| 522-001   | CONCRETE SIDEWALK                          |           |                                                                  |
| 514       | OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS | 711-001   | SPECIAL MARKING AREAS                                            |

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2023-24.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
7. ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FDOT RW SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FDOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
17. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX No. 711-001.
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
19. THERE SHALL BE NO SR 44 LANE CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
20. THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

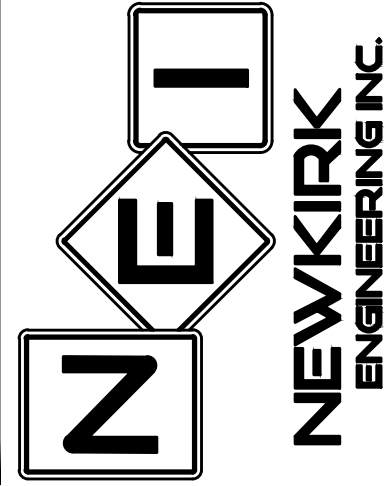
ABBREVIATIONS

|       |                                                |                |                                  |        |                                           |
|-------|------------------------------------------------|----------------|----------------------------------|--------|-------------------------------------------|
| AWWA  | AMERICAN WATER WORKS ASSOCIATION               | GW             | GROUND WATER                     | R      | RADIUS                                    |
| CMP   | CORRUGATED METAL                               | H/C            | HANDICAP                         | RCP    | REINFORCED CONCRETE                       |
| CPP   | PIPE                                           | HDPE           | HIGH DENSITY POLYETHYLENE        | RPM    | PIPE                                      |
| CPP   | CORRUGATED PLASTIC                             | INV            | INVERT                           | RPM    | REFLECTIVE PAVEMENT                       |
| CTV   | CABLE TELEVISION                               | K <sub>h</sub> | HORIZONTAL PERMEABILITY          | R/W    | MARKER                                    |
| DIP   | DUCTILE IRON PIPE                              | K <sub>v</sub> | VERTICAL PERMEABILITY            | SAN    | RIGHT-OF-WAY                              |
| ESMT  | EASEMENT                                       | KO             | KNOCK OUT                        | SH     | SANITARY                                  |
| EXIST | EXISTING                                       | LF             | LINEAL FEET                      | SH     | SEASONAL HIGH                             |
| FAC   | FLORIDA ADMINISTRATIVE CODE                    | MB             | MAP BOOK                         | SMH    | SANITARY MANHOLE                          |
| FDEP  | FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION | MES            | METERED END SECTION              | SJRWMD | ST. JOHNS RIVER WATER MANAGEMENT DISTRICT |
| FEMA  | FEDERAL EMERGENCY MANAGEMENT AGENCY            | N/A            | NOT APPLICABLE                   | SS     | SANITARY SEWER                            |
| FH    | FIRE HYDRANT                                   | N/C            | NOT IN CONTRACT                  | SWPPP  | STORMWATER POLLUTION PREVENTION PLAN      |
| FOC   | FIBER OPTIC CABLE                              | NGVD           | NATIONAL GEODETIC VERTICAL DATUM | TSB    | TEMPORARY SEDIMENT BASIN                  |
| FF EL | FINISH FLOOR ELEVATION                         | OHE            | OVERHEAD ELECTRIC                | TYP    | TYPICAL                                   |
| FP&L  | FLORIDA POWER & LIGHT                          | OR             | OFFICIAL RECORD                  | UGE    | UNDERGROUND ELECTRIC                      |
| FM    | FORCE MAIN                                     | PG             | PAGE                             | UGT    | UNDERGROUND                               |
| FPD   | FEET PER DAY                                   | PSI            | POUNDS PER SQUARE INCH           | USACOE | UNITED STATES ARMY CORP OF ENGINEERS      |
| G     | GAS                                            | PVC            | POLYVINYL CHLORIDE               | W      | WATER (POTABLE)                           |
|       |                                                | PVMT           | PAVEMENT                         |        |                                           |

REVISIONS

| DATE | DESCRIPTION |
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Landscape Architecture



DEVELOPMENT INFORMATION

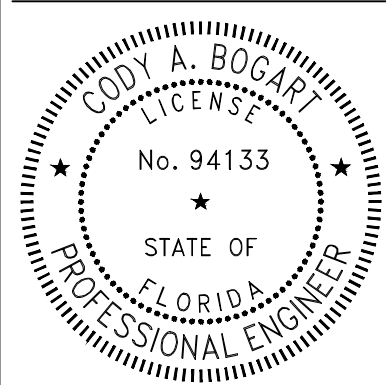
SHORES DEPOT

2616 SOUTH ATLANTIC AVENUE

DAYTONA BEACH SHORES, FL 32118

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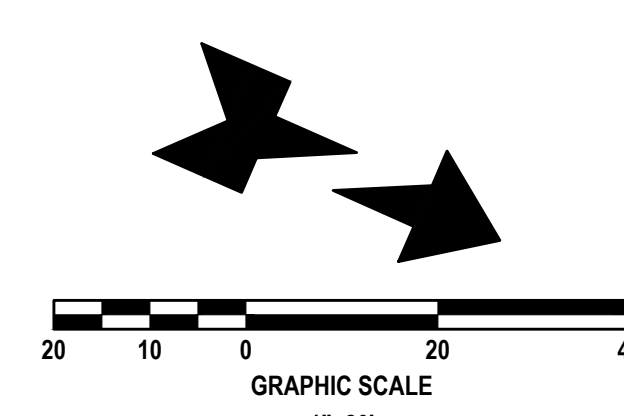
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| PROJECT No: | 2022-159      |
| DATE:       | NOVEMBER 2023 |
| DESIGN BY:  | CAB           |
| DRAWN BY:   | GAB           |
| CHECKED BY: | HHN           |
| SCALE:      | N.T.S.        |

DRAWING NUMBER

03





BENCHMARK INFORMATION:

- #1 NORTH BOLT FIRE HYDRANT  
ELEVATION = 12.96 FEET
- #2 CROSS FOUND IN N RIM OF MANHOLE  
ELEVATION = 10.59 FEET
- VERTICAL DATA  
ELEVATIONS ARE ON NORTH AMERICAN VERTICAL  
DATUM OF 1988 BASED ON NATIONAL GEODETIC  
SURVEY BENCHMARK "K320" (PID AQ1363), HAVING A  
PUBLISHED ELEVATION OF 16.03 FEET.

DEMOLITION AND SWPPP NOTES:

- ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
- THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
- THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF DAYTONA BEACH SHORES UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
- ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
- ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES.
- ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SILTATION IN THE DRAINAGE SYSTEM (SEE DETAILS THIS DRAWING). THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
- ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A NOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
- EXISTING DRIVEWAYS SHOWN ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN IN-SERVICE. EXISTING UTILITIES AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
- IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.030(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE DAILY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SJRWMD A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

EROSION CONTROL NOTES:

- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
- NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
- THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
- MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
- THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
- GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
- NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE DEWATERING OPERATION. CONTRACTOR SHALL TAKE MEASURES TO CONTROL TURBIDITY.
- IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OF NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
- PROVIDE DUST CONTROL FOR ALL EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

LAND ALTERATION / TREE PRESERVATION NOTES:

- ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
- ALL TRIMMING SHALL BE UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
- OAK TREES LARGER THAN 36-INCHES AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL UNDERSTAND THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 PRUNING STANDARDS IS A STANDARD OF DIVISION 4.0.
- ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THIS PLAN.

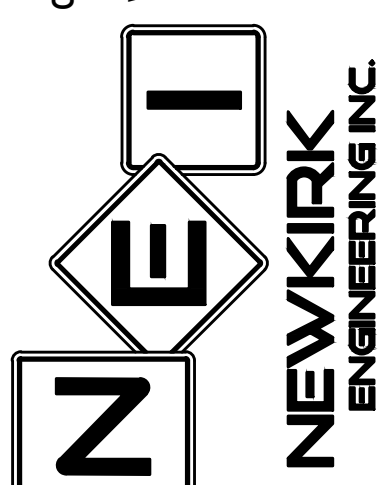
LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL SHEET No. 5)
- ASPHALT PAVEMENT REMOVAL
- PALM 14  
PALM TREE TO BE REMOVED  
(TYPICAL 28 PLACES)
- CEDAR 5  
CEDAR TREE TO BE REMOVED  
(TYPICAL 1 PLACE)

REVISIONS

| DATE     | DESCRIPTION   |
|----------|---------------|
| 11/27/23 | CITY COMMENTS |
| 2/20/23  | CITY COMMENTS |
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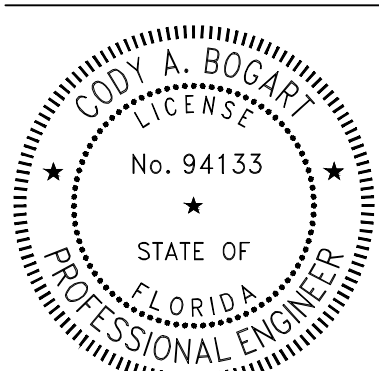
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DEMOLITION AND SWPPP PLAN  
SHORES DEPOT  
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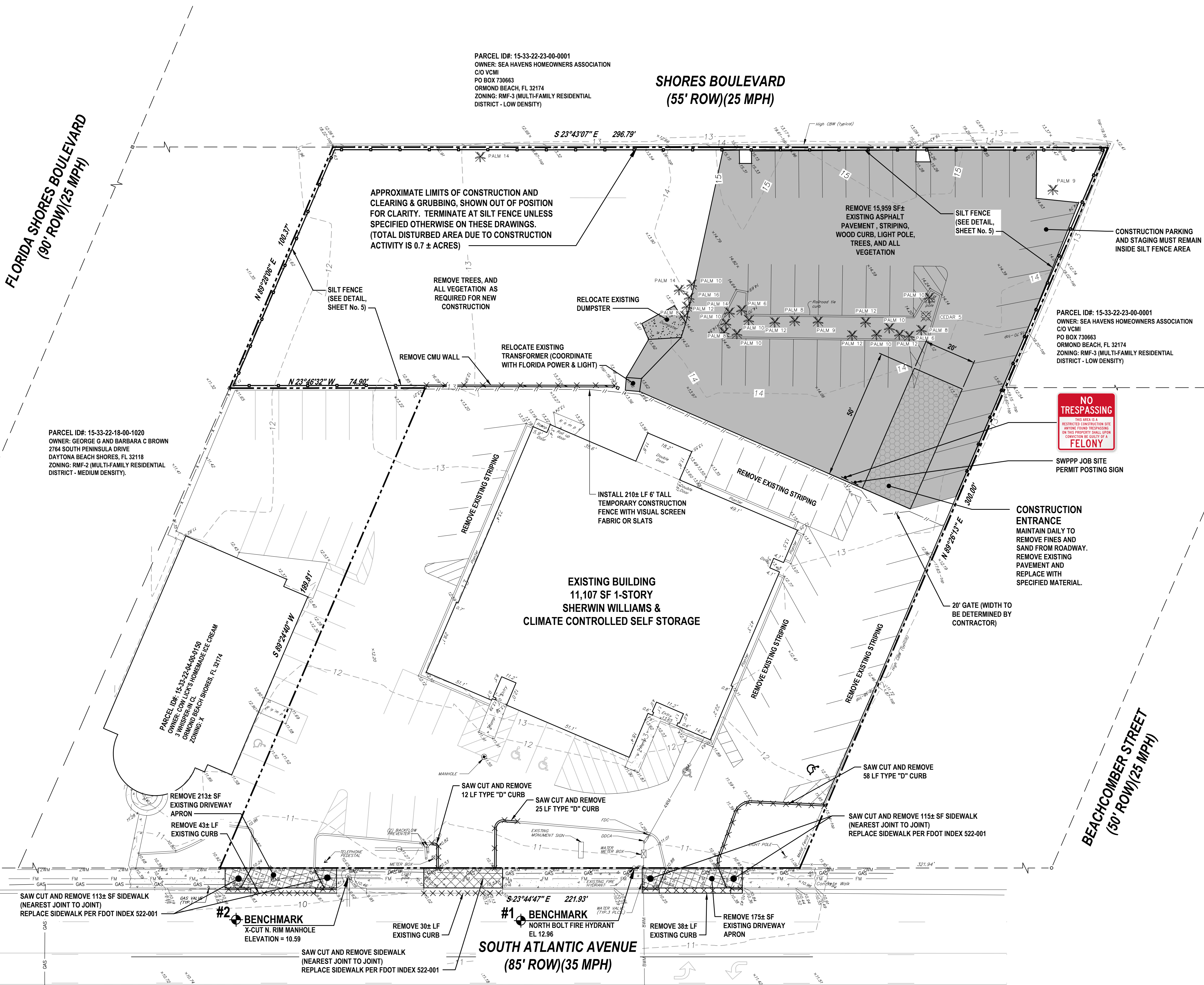
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PROJECT No: 2022-159  
DATE: NOVEMBER 2023  
DESIGN BY: CAB  
DRAWN BY: GAB  
CHECKED BY: HHN  
SCALE: 1"=20'  
DRAWING NUMBER

04



WARNING !!  
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.



PARCEL ID#: 15-33-22-18-00-1020  
OWNER: GEORGE C AND BARBARA C BROWN  
2764 SOUTH PENINSULA DRIVE  
DAYTONA BEACH SHORES, FL 32118  
ZONING: RMF-2 (MULTI-FAMILY RESIDENTIAL DISTRICT - MEDIUM DENSITY).

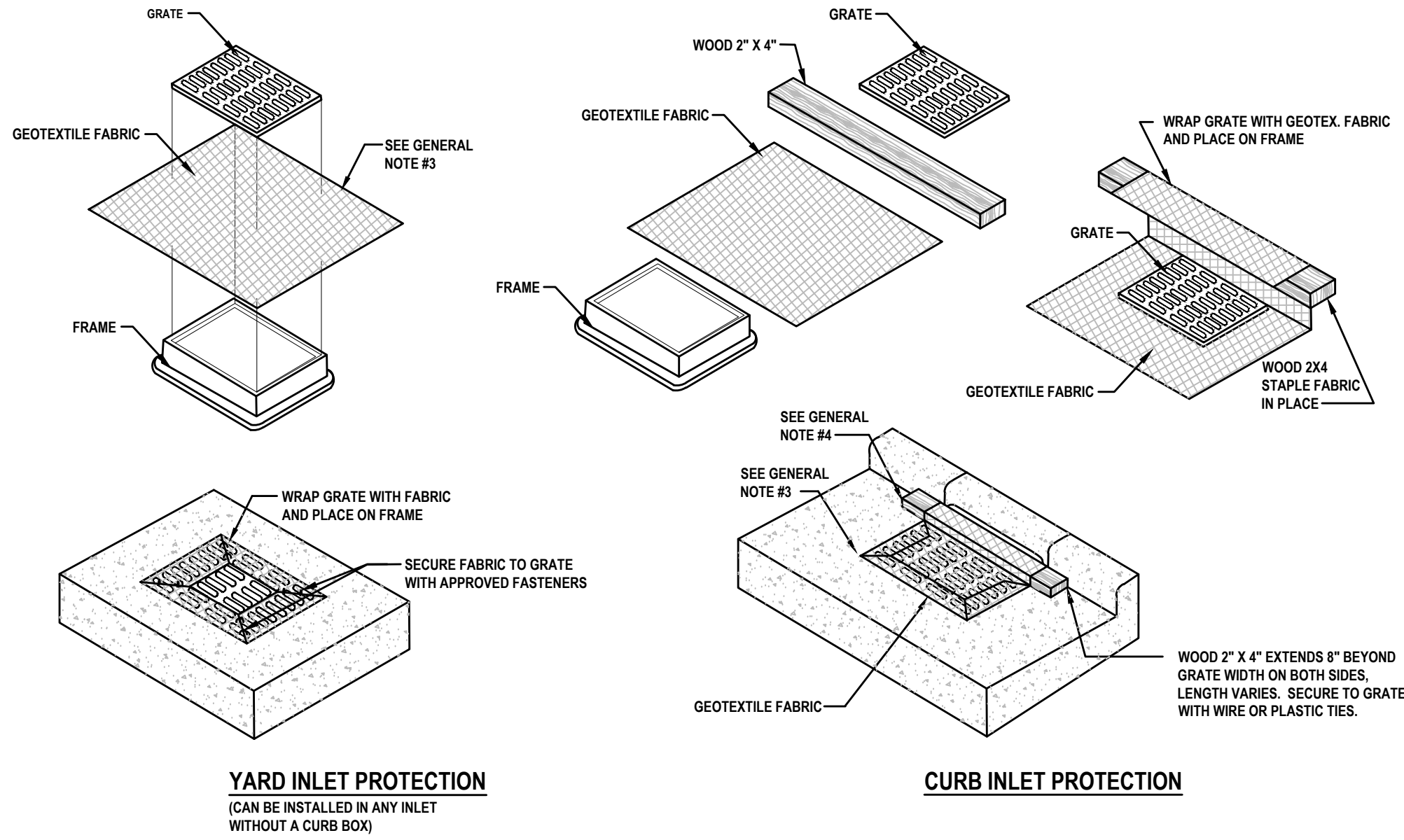
PARCEL ID#: 15-33-22-23-00-0001  
OWNER: SEA HAVENS HOMEOWNERS ASSOCIATION  
C/O VCM  
PO BOX 730663  
ORMOND BEACH, FL 32174  
ZONING: RMF-3 (MULTI-FAMILY RESIDENTIAL DISTRICT - LOW DENSITY)

PARCEL ID#: 15-33-22-23-00-0001  
OWNER: SEA HAVENS HOMEOWNERS ASSOCIATION  
C/O VCM  
PO BOX 730663  
ORMOND BEACH, FL 32174  
ZONING: RMF-3 (MULTI-FAMILY RESIDENTIAL DISTRICT - LOW DENSITY)

EXISTING BUILDING  
11,107 SF 1-STORY  
SHERWIN WILLIAMS &  
CLIMATE CONTROLLED SELF STORAGE

SOUTH ATLANTIC AVENUE  
(85' ROW)(35 MPH)



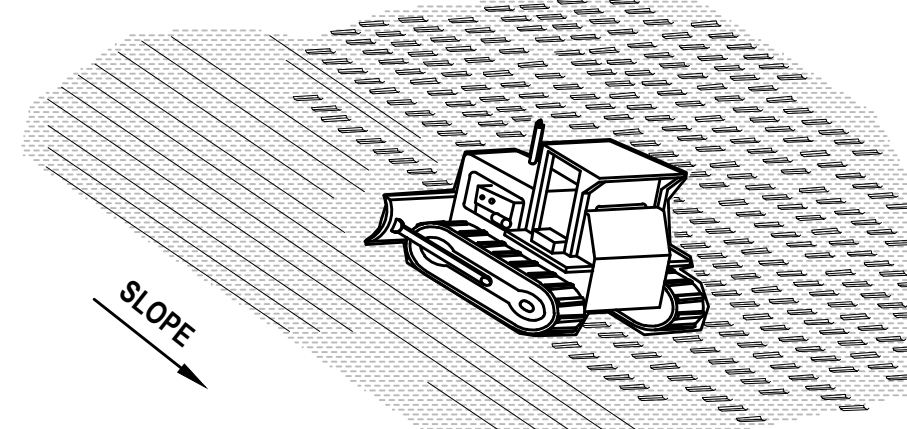


#### GENERAL NOTES:

1. GEOTEXTILE TO BE MIRAFI FILTERWEAVE 402 OR GEOTEX 111F. ALTERNATIVES INCLUDE APPROVED EQUAL ASTM D4491 OR 100 TO 150 GALLON PER MINUTE PER SQUARE FOOT.
2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
3. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
4. FOR CURB INLET PROTECTION AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
5. TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
6. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS, OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

### GEOTEXTILE FABRIC INLET PROTECTION

NOT TO SCALE



#### NOTE:

USE DOZER TRACKS TO CREATE GROOVES PERPENDICULAR TO THE SLOPE. GROOVES WILL CATCH SEED, FERTILIZER, MULCH, RAINFALL AND DECREASE SEDIMENT IN RUNOFF.

### TRACKING DETAIL

NOT TO SCALE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------|
| THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                       |
| 1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS FURTHER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                       |
| 2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRP LINE OF THE TREES, AS SPECIFIED, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                       |
| 3. WHERE A CHANGE OF GRADE OCCURS WITHIN THE DRP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                       |
| 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL DEVICES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING, BEST MANAGEMENT PRACTICES (BMPs) ARE TO BE IMPLEMENTED, SUCH AS TEMPORARY CONSTRUCTION FENCES, SILT FENCES AND FLOATING TURBIDITY BARRIERS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES AND MEASURES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE, BUT NOT LIMITED TO, PERIODIC INSPECTION AND REMOVAL OF DEBRIS. ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN LDC, CH 10, ARTICLE I, SEC. 5.                                                                                                                                                                                              |  |                                                                                                                                       |
| 5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND/OR PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES. WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFORESAID LOCATIONS, WHILE THESE RULES REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPROVE ADDITIONAL PROTECTIVE MEASURES AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC AIR-CLIPPING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION. |  |                                                                                                                                       |
| 6. WHEN FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE. IN LIEU OF INSTALLING WOOD BRACING WITH ORANGE MESH, THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN BARRICADES OR WOOD BRACING SHALL BE REQUIRED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                       |
| 7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                       |
| 8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION. THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOIL, AS REQUIRED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                       |
| FILE NAME:<br>M3.DWG<br>DETAIL REF:<br>M-3<br>REV. 12/18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | STANDARD CONSTRUCTION DETAIL<br>CONTRACTOR REQUIREMENTS FOR<br>SITE CLEARING, GRADING, AND EROSION CONTROL<br>DESIGN AND CONSTRUCTION |

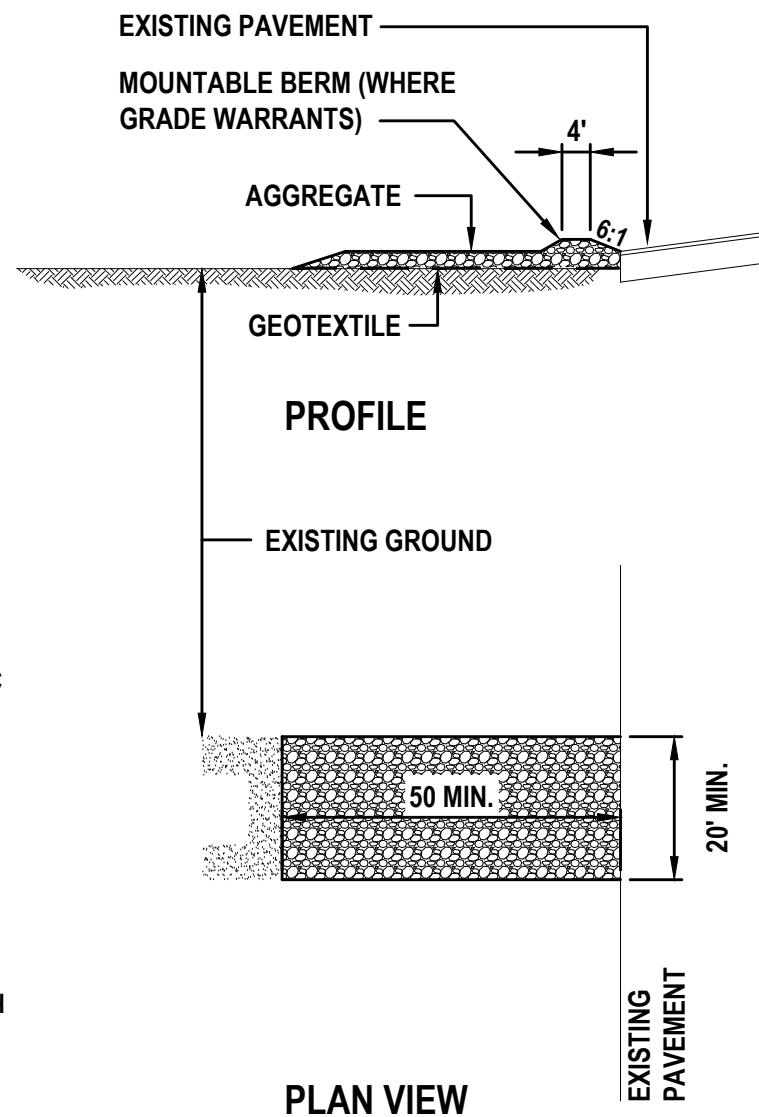
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SOILING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                      |
| 10. ONCE AN AREA IS SEEDS OR SOILED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                      |
| 11. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHAL AT 506-5505 PRIOR TO EACH DAY OF DESIRED BURNING.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                      |
| 12. ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                      |
| 13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SOILED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                      |
| 14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                      |
| 15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT MAXIMUM LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (95% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO 1-180).                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                      |
| 16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.                                                                                                                                                                                                                                                                        |  |                                                                                                                                                      |
| 17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO 1-180 MODIFIED PROCTOR METHOD.                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                      |
| 18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED 16 FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDS AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                      |
| 19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND TO INCORPORATE COMMUNITARIAN COMMENTS (LATEST EDITION). METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY. |  |                                                                                                                                                      |
| 20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD COMPOSE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                      |
| 21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5. BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                      |
| FILE NAME:<br>M3.DWG<br>DETAIL REF:<br>M-3.1<br>REV. 12/18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | STANDARD CONSTRUCTION DETAIL<br>CONTRACTOR REQUIREMENTS FOR<br>SITE CLEARING, GRADING, AND EROSION CONTROL<br>DESIGN AND CONSTRUCTION<br>(CONTINUED) |

|                                                                                                                                                                                                    |  |                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------|
| SET POST AND EXCAVATE A TRENCH MINIMUM 12" DEEP                                                                                                                                                    |  |                                                              |
| ATTACH FILTER FABRIC TO POST ALLOWING 1 FT EXTENSION INTO THE TRENCH AS SHOWN                                                                                                                      |  |                                                              |
| BACKFILL AND COMPACT EXCAVATED SOIL                                                                                                                                                                |  |                                                              |
| SILT FENCE DETAIL                                                                                                                                                                                  |  |                                                              |
| NOTES:                                                                                                                                                                                             |  |                                                              |
| 1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (LATEST EDITION).                    |  |                                                              |
| 2. CONTRACTOR SHALL PROVIDE SILT FENCES OR HAVE BEST MANAGEMENT PRACTICES IMPLEMENTED AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION. |  |                                                              |
| 3. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.                                                                                  |  |                                                              |
| 4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FOOT, AND THE SURROUND.           |  |                                                              |
| 5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO 6" WIDTH AND 1.5 TON WEIGHT, TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.                                               |  |                                                              |
| FILE NAME:<br>M23.DWG<br>DETAIL REF:<br>M-23<br>REV. 12/18                                                                                                                                         |  | STANDARD CONSTRUCTION DETAIL<br>SILT FENCE TURBIDITY BARRIER |

1. STONE SIZE - #2 COARSE AGGREGATE, OR RECLAIMED/RECYCLED CONCRETE.
2. LENGTH - AS EFFECTIVE BUT NOT LESS THAN 50'
3. DEPTH - 8" MINIMUM (COMPACTED)
4. WIDTH - 8" MINIMUM
5. GEOTEXTILE - 100% POLYPROPYLENE, 4 OZ/SY OVER THE ENTIRE AREA PRIOR TO PLACEMENT OF AGGREGATE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 6:1 SLOPES IS ACCEPTABLE.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. MAINTAIN PERIODIC TOP DRESSING OF ADDITIONAL AGGREGATE AS CONDITIONS REQUIRE AND REPAIR AND/OR CLEANOUT ANY AREAS USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, WASHING SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE WHICH DRAINS INTO AN APPROVED SEDIMENT POND OR SWALE.
9. INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN OR WEEKLY AT A MINIMUM.

### CONSTRUCTION ENTRANCE DETAIL

NOT TO SCALE



### TEMPORARY SEEDING SPECIFICATION:

#### GENERAL

SEEDING CAN BE USED FOR TEMPORARY STABILIZATION. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED. AREAS WHERE FINAL GRADING HAS BEEN COMPLETED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED. TEMPORARY SEED MIXTURE IS SPECIFIED BELOW.

#### SEEDING MIXTURES

SEED MIXTURE SHALL BE BERMUDA COMMON 90 LB PURE LIVE SEED PER ACRE, FIBER 2000 LB PER ACRE, STABILIZER 120 LB PER ACRE AND FERTILIZER 300 LB PER ACRE.

#### ALL SLOPES AND FLAT GRADE

APPLY 6:20:20 COMMERCIAL ORGANIC FERTILIZER AT A RATE OF 300 LB PER ACRE AND SEED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

| TEMPORARY SEEDING<br>PLANTING DATES | SEED VARIETY                                                                                | APPLICATION RATE      |
|-------------------------------------|---------------------------------------------------------------------------------------------|-----------------------|
| APRIL 15 -<br>OCTOBER 15            | PENSACOLA BAHIA (SCARIFIED)<br>BERMUDA COMMON (50% HULLED)                                  | 90<br>25              |
| OCTOBER 16 -<br>APRIL 14            | PENSACOLA BAHIA (SCARIFIED)<br>BERMUDA COMMON (50% HULLED)<br>ANNUAL RYE GRASS<br>RYE GRAIN | 100<br>35<br>10<br>30 |

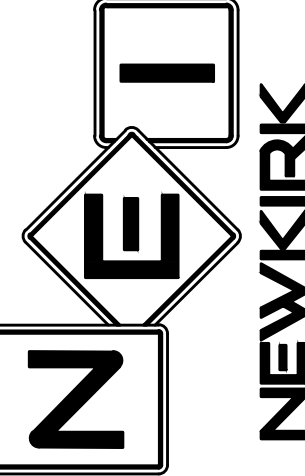
MULCH SEEDED AREA WITH 2 TONS PER ACRE CLEAN GRAIN STRAW. ANCHOR STRAW WITH HYDRAULIC WOOD FIBER MULCH AT THE RATE OF 1000 LB PER ACRE, OR 150-200 POUNDS OF ORGANIC MULCH TACKIFIER PER ACRE, OR USE NETTING.

HYDRO FIBER MULCH MIXTURE SHALL BE PERFORMED IN A TANK WITH A CONTINUOUS AGITATION AND RECIRCULATION SYSTEM WITH SUFFICIENT OPERATING CAPACITY TO PRODUCE A HOMOGENOUS SLURRY AND DISCHARGE SYSTEM WHICH WILL APPLY THE SLURRY AT A CONTINUOUS AND UNIFORM RATE. MIXTURE SHALL CONTAIN A GREEN FUGITIVE DYE AS AN APPLICATION INDICATOR.

### REVISIONS

| DATE | DESCRIPTION |
|------|-------------|
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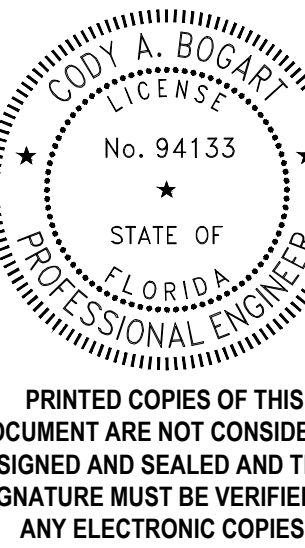
1230 North US1, Suite 3  
Ormond Beach, Florida 32174  
Phone (386) 872-7794  
www.Newkirk-Engineering.com  
C.A. # 30209  
L.C. # 2600584  
C 2013  
Civil Engineering,  
Transportation, CEI &  
Landscape Architecture



SWPPP DETAILS  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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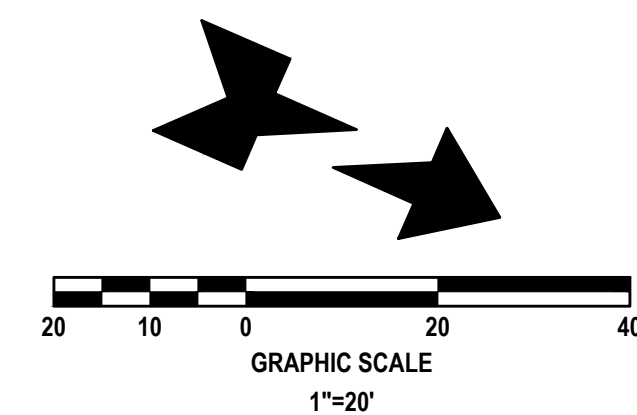
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY  
CODY A. BOGART, PE # 94133 ON



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

|                |               |
|----------------|---------------|
| PROJECT No:    | 2022-159      |
| DATE:          | NOVEMBER 2023 |
| DESIGN BY:     | CAB           |
| DRAWN BY:      | GAB           |
| CHECKED BY:    | HHN           |
| SCALE:         | N.T.S.        |
| DRAWING NUMBER | 05            |





### LEGEND

- TYPE "D" CURB  
SEE DETAIL, SHEET 13
- TRANSITION, PROPOSED TYPE  
"D" CURB TO EXISTING CURB
- 24" DETECTABLE WARNING MAT

### STRIPING KEYNOTES:

- 1 6" SOLID WHITE LINE
- 2 6" SOLID DOUBLE YELLOW LINE
- 3 6" SOLID WHITE LINE, 4" O.C. @ 45°
- 4 24" WHITE STOP BAR
- 5 WHITE DIRECTIONAL ARROW
- 6 STANDARD EMPHASIS CROSSWALK
- 7 24" DETECTABLE WARNING MAT PER FOOT INDEX 522-002

### PAVING LEGEND

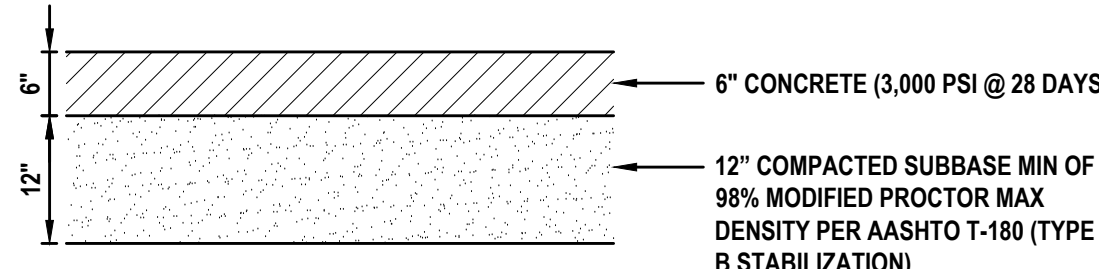
- ASPHALT PAVEMENT
  - 1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
  - 6" CRUSHED CONCRETE (LBR+130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
  - 12" STABILIZED SUBBASE (BR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
  - \*ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR+130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
  - \*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
- ASPHALT SEALCOAT
  - ASPHALT EMULSION SEAL COAT PER MANUFACTURER'S SPECIFICATIONS (ALL EXISTING ASPHALT PAVEMENT)
- CONCRETE PAVEMENT
  - 6" CONCRETE (4,000 P.S.I. @ 28 DAYS)
  - 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) SEE DETAIL SHEET No. 13
- CONCRETE SIDEWALK
  - 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS) SEE SIDEWALK DETAIL SHEET No. 13
- FDOT ROW CONCRETE
  - 6" CONCRETE (3,000 PSI @ 28 DAYS)
  - 12" COMPACTED SUBBASE MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)

### GENERAL NOTES:

- CITY OF DAYTONA BEACH SHORES BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.).
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS (INDEXES), THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.

### PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 706-001.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 700-101, 17344 AND 711-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".



### CONCRETE SECTION (S. ATLANTIC AVE DRIVEWAY)

NOT TO SCALE

| PROPERTY INFORMATION |                             |
|----------------------|-----------------------------|
| EXISTING-FLU         | TOC                         |
| PROPOSED-FLU         | TOC                         |
| EXISTING-ZONING      | GC-RD                       |
| PROPOSED-ZONING      | GC-RD                       |
| FLOODZONE            | X                           |
| BUILDING USES        | MINI-WAREHOUSE & COMMERCIAL |

| REQUIRED SETBACKS - EXISTING ZONING (FT) |          |           |
|------------------------------------------|----------|-----------|
|                                          | BUILDING | LANDSCAPE |
| FRONT (EAST)                             | 20       | 10        |
| REAR (WEST)                              | 20       | 10        |
| SIDE (NORTH)                             | 20       | 10        |
| SIDE (SOUTH)                             | 10       | 10        |

| PROVIDED SETBACKS - PROPOSED ZONING (FT) |          |           |
|------------------------------------------|----------|-----------|
|                                          | BUILDING | LANDSCAPE |
| FRONT (EAST)                             | 20       | 20        |
| REAR (WEST)                              | 20       | 10        |
| SIDE (NORTH)                             | 20       | 10        |
| SIDE (SOUTH)                             | 29.8     | 10        |

\*SEE SPECIAL EXCEPTION FOR ADDL REQUIREMENTS

| DIMENSIONAL REQUIREMENTS - GC-RD |       |       |  |
|----------------------------------|-------|-------|--|
|                                  | REQ   | PROV  |  |
| MAX. BUILDING HEIGHT             | 35 FT | 32 FT |  |
| MIN. GREEN AREA                  | 10%   | 24.2% |  |
| MAX. BUILDING COVERAGE           | 35%   | 34.6% |  |

\*SEE SPECIAL EXCEPTION FOR ADDL REQUIREMENTS

| EXISTING SITE COVERAGE |        |       |           |
|------------------------|--------|-------|-----------|
| AREA TYPE              | SF     | ACRE  | % OF SITE |
| BUILDING               | 11,107 | 0.255 | 16.3%     |
| ASPHALT PAVEMENT       | 37,739 | 0.866 | 55.4%     |
| CONCRETE / SIDEWALKS   | 288    | 0.007 | 0.4%      |
| GREEN SPACE            | 19,001 | 0.436 | 27.9%     |
| TOTAL SITE             | 68,135 | 1.564 | 100.0%    |
| TOTAL IMPERVIOUS       | 49,134 | 1.128 | 72.1%     |
| TOTAL OPEN SPACE       | 19,001 | 0.436 | 27.9%     |

| PROPOSED SITE COVERAGE |        |       |           |
|------------------------|--------|-------|-----------|
| AREA TYPE              | SF     | ACRE  | % OF SITE |
| BUILDING               | 23,557 | 0.541 | 34.6%     |
| ASPHALT PAVEMENT       | 25,760 | 0.591 | 37.8%     |
| CONCRETE / SIDEWALKS   | 2,327  | 0.053 | 3.4%      |
| GREEN SPACE            | 16,491 | 0.379 | 24.2%     |
| TOTAL SITE             | 68,135 | 1.564 | 100.0%    |
| TOTAL IMPERVIOUS       | 51,644 | 1.186 | 75.8%     |
| TOTAL OPEN SPACE       | 16,491 | 0.379 | 24.2%     |

| LDC PARKING REQUIREMENTS  |        |           |           |                |
|---------------------------|--------|-----------|-----------|----------------|
| BUILDING USE              | A. SF  | B. SPACES | C. PER SF | D. REQ. SPACES |
| MINI-WAREHOUSE (SF)       | 42,122 | 1         | 6,000     | 8              |
| SHERWIN WILLIAMS (SF)     | 5,089  | 1         | 250       | 21             |
| TOTAL REQUIRED SPACES     |        |           |           | 29             |
| TOTAL REQUIRED ADA SPACES |        |           |           | 2              |

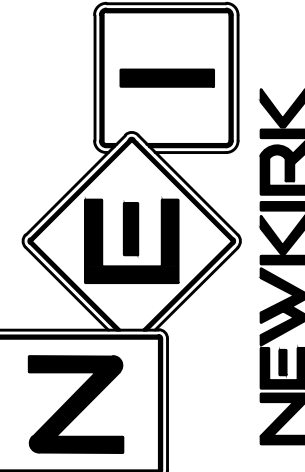
| EXISTING PARKING         |  |  | %   | PROV. SPACES |
|--------------------------|--|--|-----|--------------|
| EXISTING STANDARD SPACES |  |  | 95% | 71           |
| EXISTING ADA SPACES      |  |  | 5%  | 4            |
| TOTAL EXISTING SPACES    |  |  |     | 75           |
| PROPOSED PARKING         |  |  | %   | PROV. SPACES |
| PROPOSED STANDARD SPACES |  |  | 89% | 31           |
| PROPOSED ADA SPACES      |  |  | 11% | 4            |
| TOTAL PROPOSED SPACES*   |  |  |     | 35           |

\*ITE PARKING GENERATION 4TH EDITION ANTICIPATES 52 SPACES OCCUPIED AT PEAK PERIOD FOR THE DEMAND SHOWN ABOVE. REFER TO PARKING LETTER SUBMITTED.

### REVISIONS

| DATE     | DESCRIPTION   |
|----------|---------------|
| 11/27/23 | CITY COMMENTS |
| 2/20/23  | CITY COMMENTS |
|          |               |
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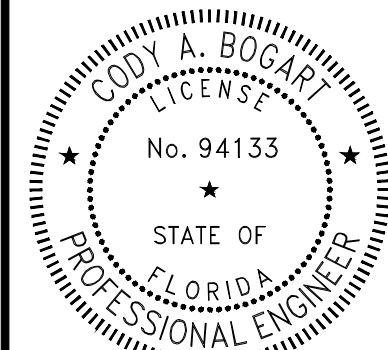
### SITE LAYOUT PLAN

### SHORES DEPOT

2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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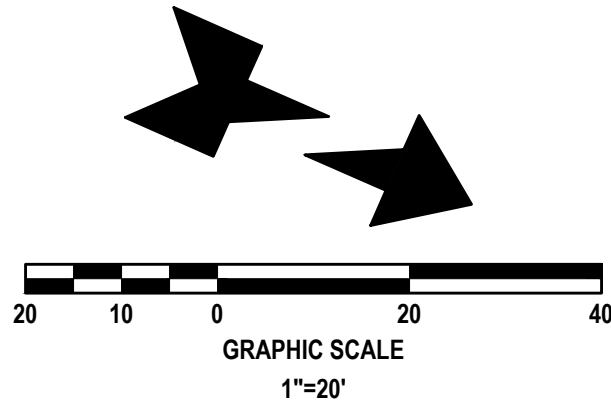


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PROJECT No: 2022-159  
DATE: NOVEMBER 2023  
DESIGN BY: CAB  
DRAWN BY: GAB  
CHECKED BY: HHN  
SCALE: 1"=20'  
DRAWING NUMBER

06





SUMMARY OF DRAINAGE:

| PERMITTED RUNOFF     |                   | OFF-E             |                                  | OFF-S             |                                  |
|----------------------|-------------------|-------------------|----------------------------------|-------------------|----------------------------------|
| Design Storm         | Rainfall (inches) | Charge Rate (cfs) | Inflow Volume (ft <sup>3</sup> ) | Charge Rate (cfs) | Inflow Volume (ft <sup>3</sup> ) |
| Mean Annual, 24-Hour | PRE 5.00          | 3.80              | 21,103                           | 0.41              | 2,512                            |
| 25 Year, 24-Hour     | PRE 9.00          | 6.92              | 38,348                           | 1.05              | 6,030                            |
| 100 Year, 24-Hour    | PRE 10.60         | 8.19              | 45,320                           | 1.41              | 7,743                            |

| PROPOSED DISCHARGE   |                   | OFF-E             |                                  | OFF-S             |                                  |
|----------------------|-------------------|-------------------|----------------------------------|-------------------|----------------------------------|
| Design Storm         | Rainfall (inches) | Inflow Rate (cfs) | Inflow Volume (ft <sup>3</sup> ) | Inflow Rate (cfs) | Inflow Volume (ft <sup>3</sup> ) |
| Mean Annual, 24-Hour | POST 5.00         | 3.28              | 18,305                           | 0.40              | 2,380                            |
| 25 Year, 24-Hour     | POST 9.00         | 6.73              | 36,196                           | 0.95              | 5,137                            |
| 100 Year, 24-Hour    | POST 10.60        | 8.18              | 43,723                           | 1.20              | 6,369                            |

GRADING LEGEND:

- BS— EXISTING CONTOUR
- B— PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- +100.0 EXISTING SPOT ELEVATION
- ⊕ 32.00 PROPOSED SPOT ELEVATION

BENCHMARK INFORMATION:

- #1 NORTH BOLT FIRE HYDRANT ELEVATION = 12.96 FEET
  - #2 CROSS FOUND IN N RIM OF MANHOLE ELEVATION = 10.59 FEET
- VERTICAL DATA  
ELEVATIONS ARE ON NORTH AMERICAN VERTICAL DATUM OF 1988 BASED ON NATIONAL GEODETIC SURVEY BENCHMARK "K320" (PID AQ1363), HAVING A PUBLISHED ELEVATION OF 16.03 FEET.

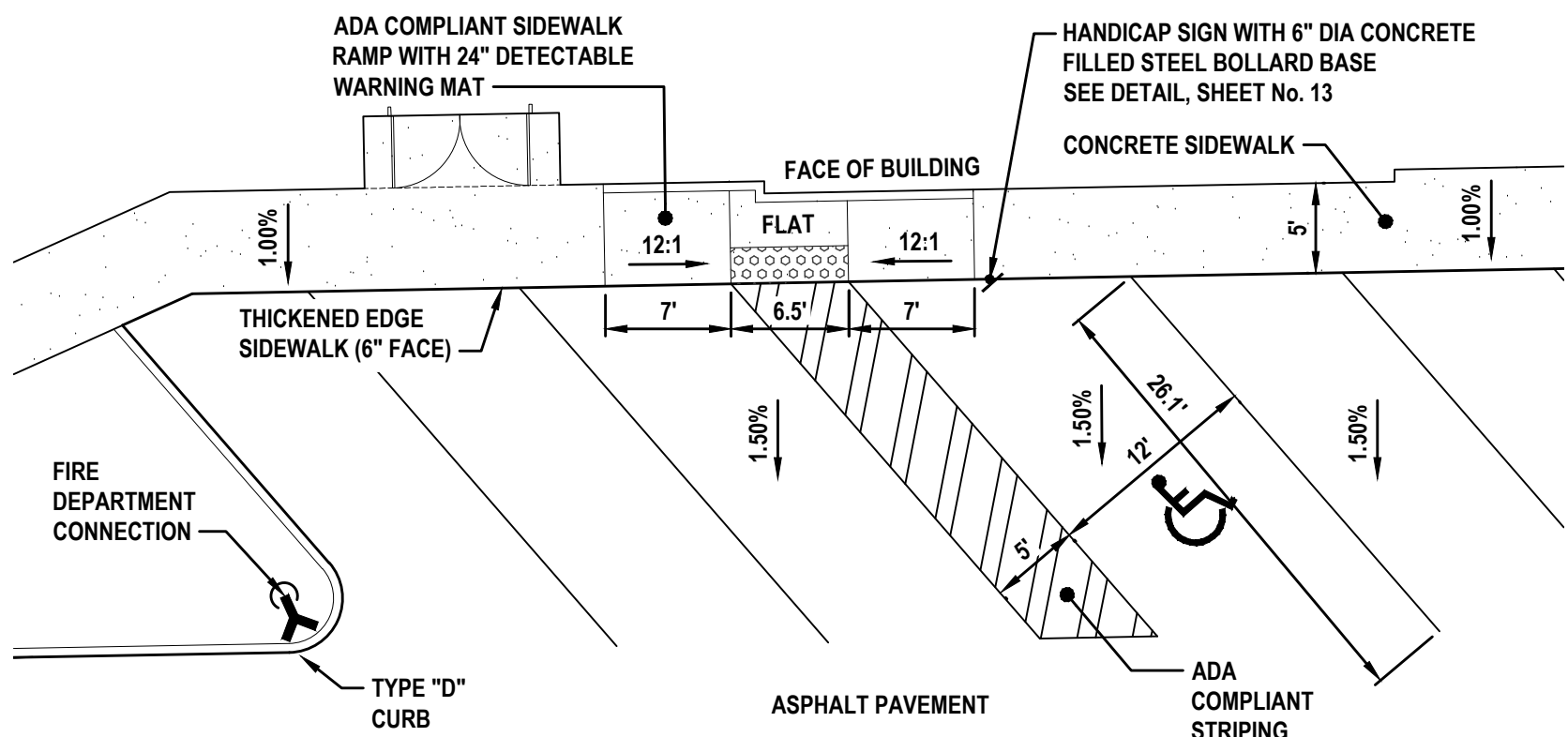
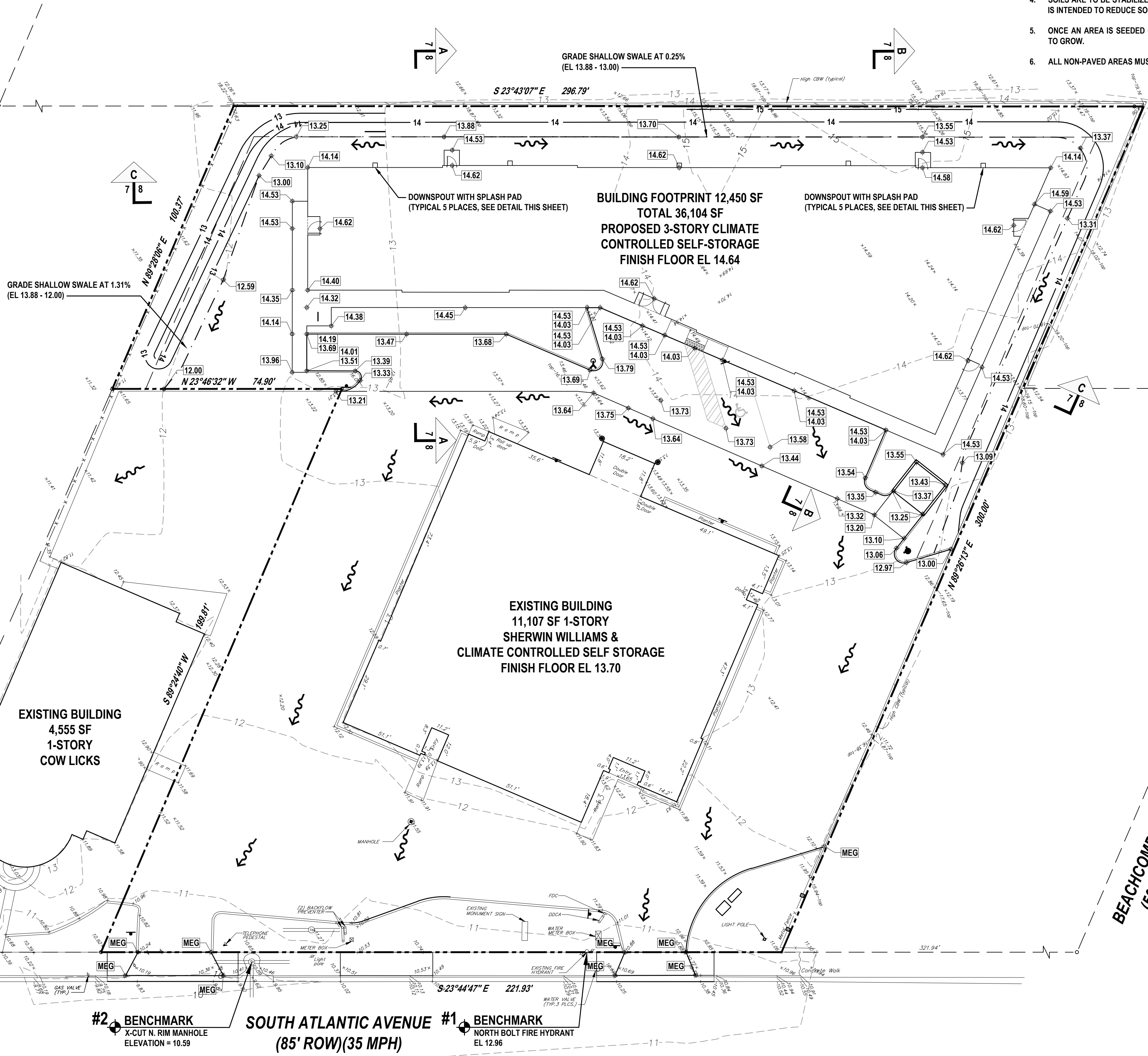
GENERAL GRADING NOTES:

- CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FACBC.
  - THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
  - ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/8 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
  - ALL SIDEWALKS SHALL HAVE A 1 PERCENT CROSS SLOPE.
  - ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.
- GENERAL EARTHWORK NOTES:
- IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
  - ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
  - TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
  - SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
  - ONCE AN AREA IS SEED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
  - ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL DRAINAGE NOTES:

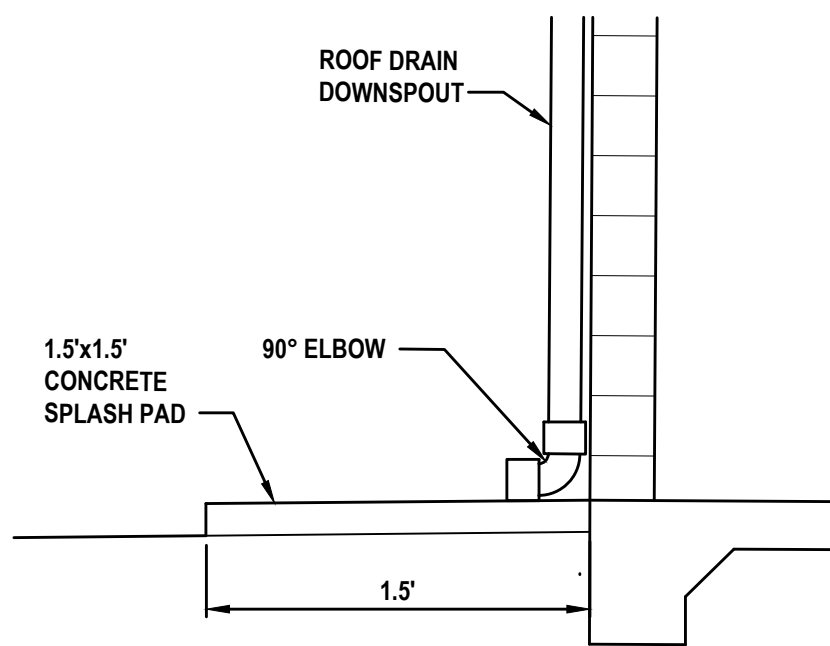
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
- ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED EXTERIOR (SIC) HDPE OR PVC SCH 40.
- ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SIC) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE HANCOR SUR-LOK WT, ADS SERIES 35, ADS N-12 WITH WT JOINT OR EQUAL.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
- CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
- ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
- ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
- ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).

FLORIDA SHORES BOULEVARD  
(90' ROW)(25 MPH)



HANDICAP PARKING DETAIL

NOT TO SCALE



ROOF DRAIN DETAIL

NOT TO SCALE

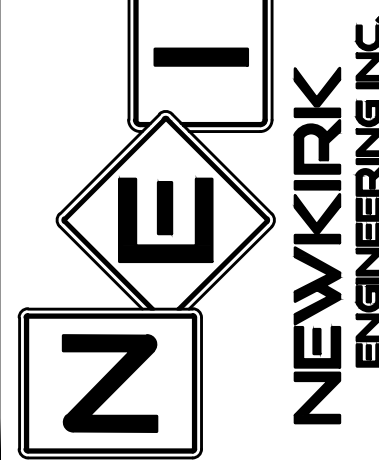


**WARNING !!**  
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

| DATE     | DESCRIPTION   |
|----------|---------------|
| 11/27/23 | CITY COMMENTS |
| 2/20/23  | CITY COMMENTS |

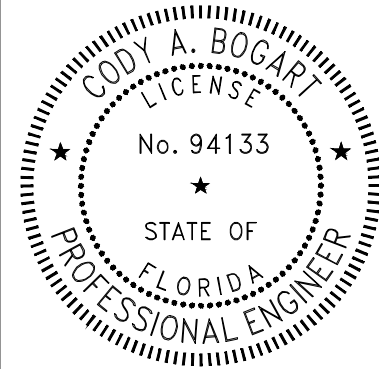
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**SITE GRADING AND DRAINAGE PLAN**  
**SHORES DEPOT**  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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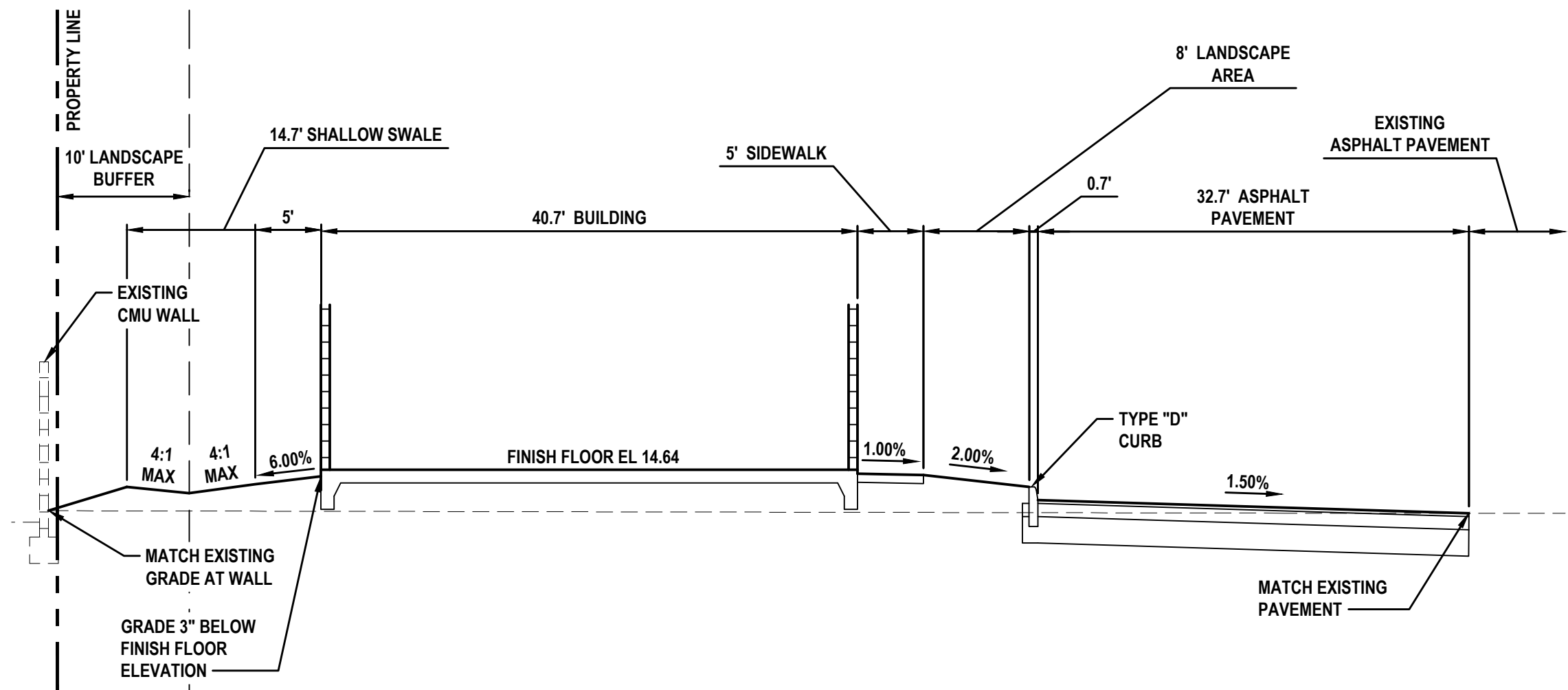


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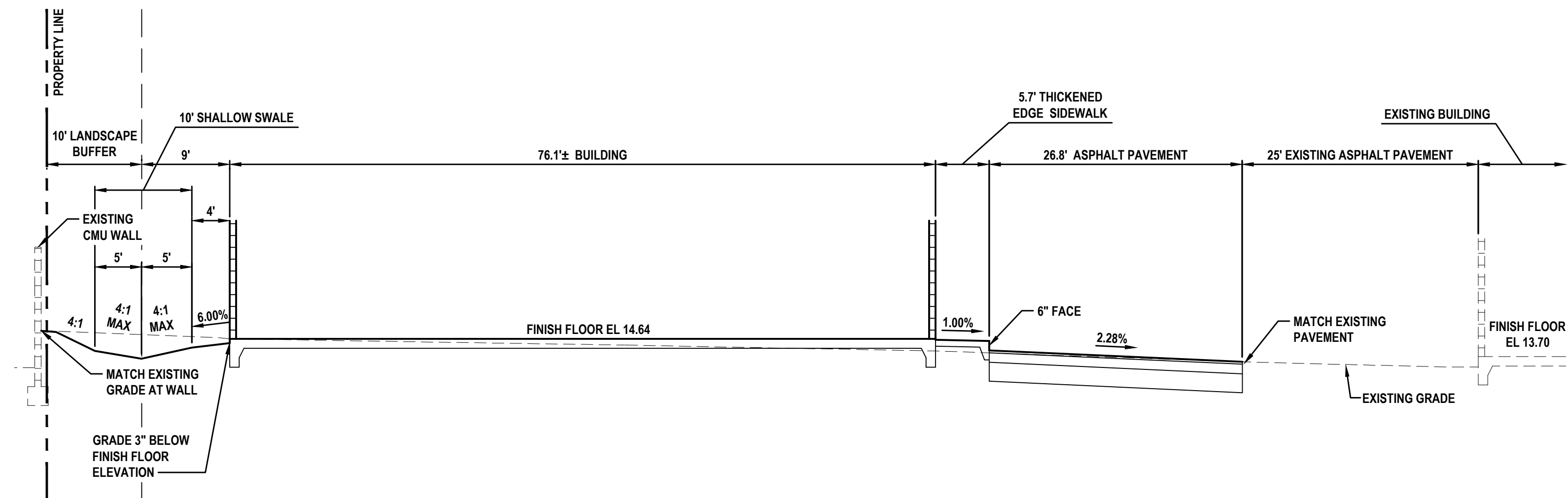
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| PROJECT No:    | 2022-159      |
| DATE:          | NOVEMBER 2023 |
| DESIGN BY:     | CAB           |
| DRAWN BY:      | GAB           |
| CHECKED BY:    | HHN           |
| SCALE:         | 1"=20'        |
| DRAWING NUMBER |               |

**07**

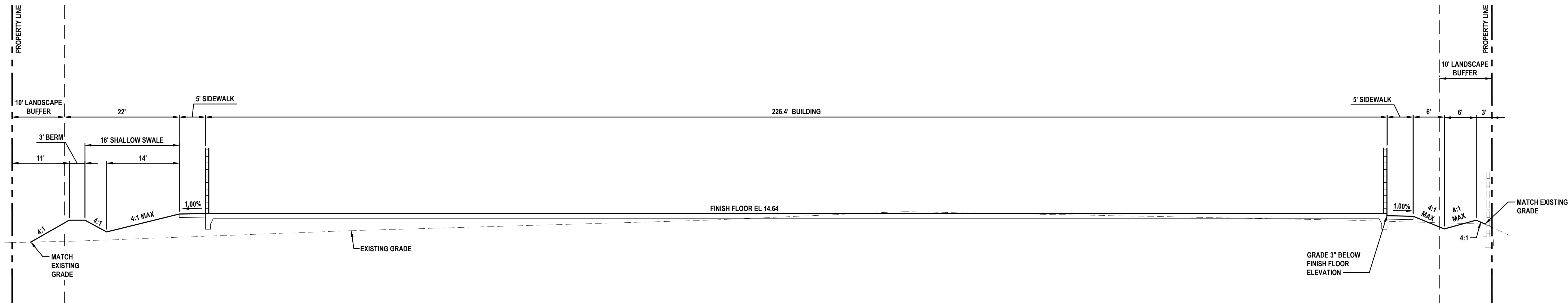




SECTION A



SECTION B

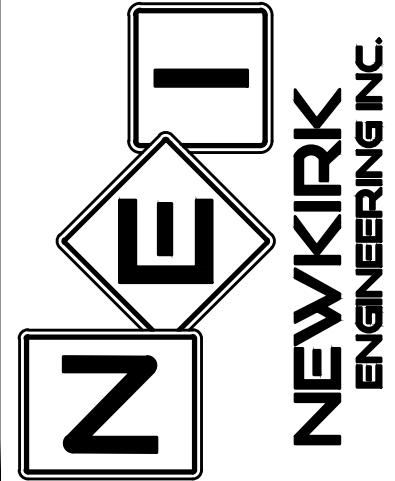


SECTION C

REVISIONS

| DATE     | DESCRIPTION   |
|----------|---------------|
| 11/27/23 | CITY COMMENTS |
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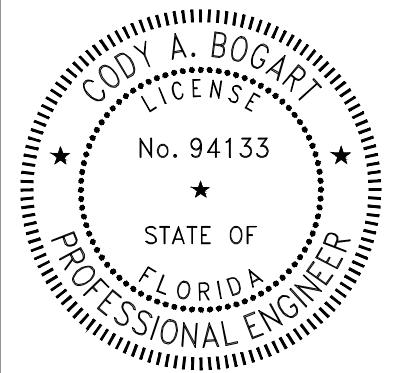
CROSS SECTIONS

SHORES DEPOT

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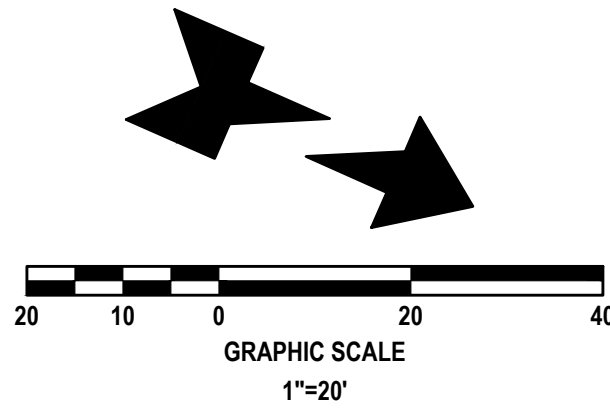
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| PROJECT No: | 2022-159      |
| DATE:       | NOVEMBER 2023 |
| DESIGN BY:  | CAB           |
| DRAWN BY:   | GAB           |
| CHECKED BY: | HHN           |
| SCALE:      | AS SHOWN      |

DRAWING NUMBER

08

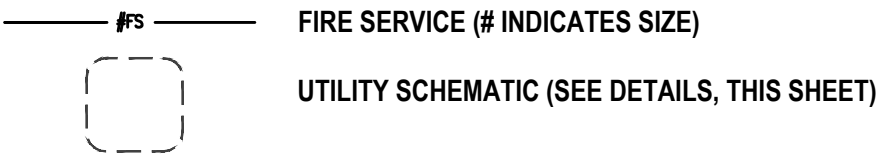




REQUIRED FIRE FLOW:

"SITE DESIGNED IN ACCORDANCE TO THE CURRENT FLORIDA FIRE PREVENTION CODE (FFPC).  
FLORIDA BUILDING CODE CONSTRUCTION TYPE: VB - UNPROTECTED  
FIRE AREA: 37,950 SF  
REQUIRED FIRE FLOW: 1,750 GPM @ 4 HOURS  
PROVIDED FIRE FLOW: 2,507 GPM @ 20 PSI

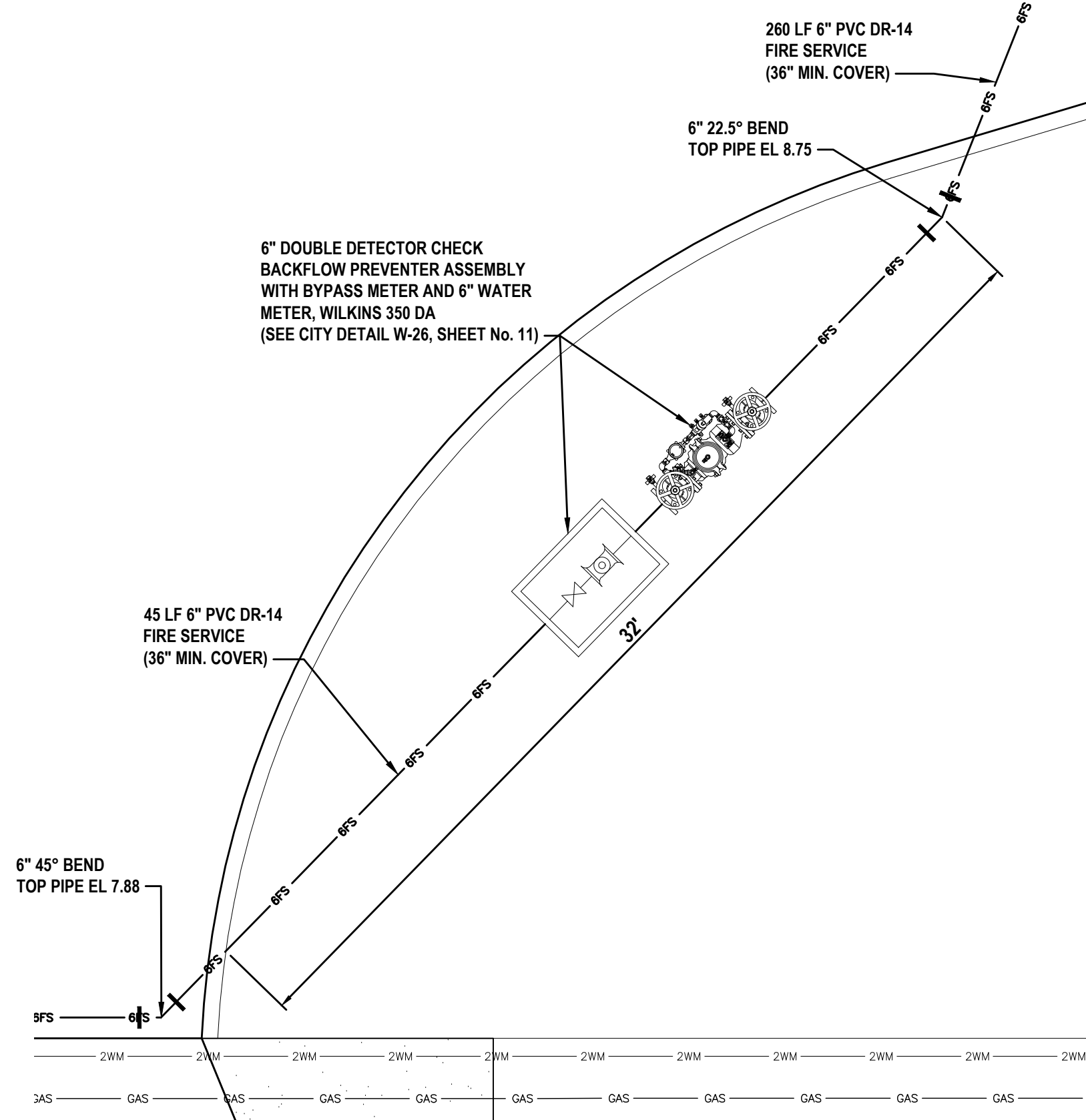
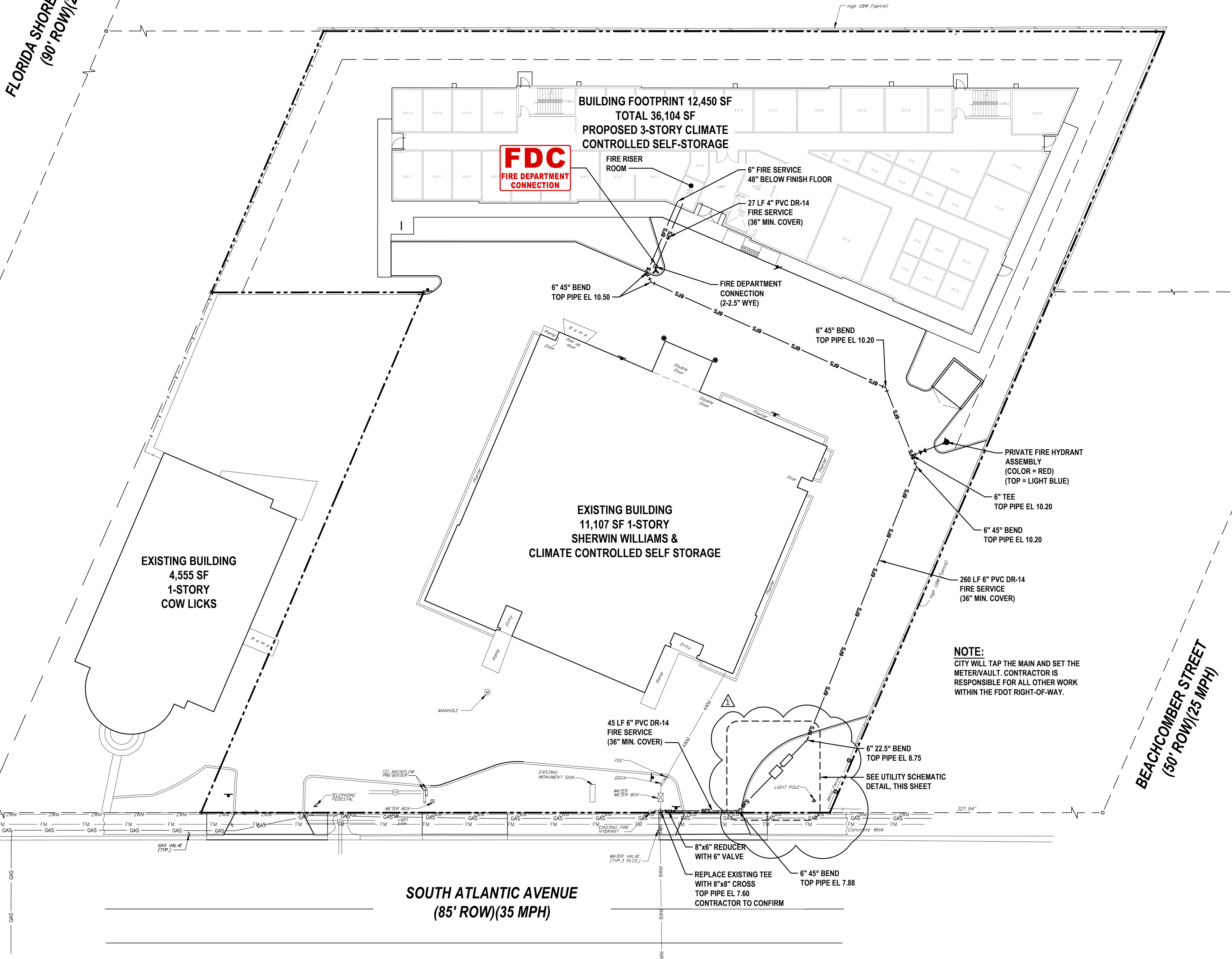
PROPOSED UTILITY LEGEND



GENERAL WATER NOTES:

1. THE CITY OF DAYTONA BEACH UTILITY DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDEP REGULATIONS AND THE CITY OF PORT ORANGE UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
3. CONTRACTOR IS TO VERIFY THE LOCATION (HORIZONTAL AND VERTICAL) OF ALL EXISTING UTILITIES (UNDERGROUND AND OVERHEAD) PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ANY EXISTING PAVEMENT, SIDEWALK, CURBING, UTILITIES AND DRAINAGE SYSTEMS DAMAGED DURING CONSTRUCTION. ALL DAMAGED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. LOCATION OF TELEPHONE, T.V. CABLE AND ELECTRICAL SERVICE CONNECTIONS TO BE DETERMINED BY APPROPRIATE UTILITIES PERSONNEL IN COOPERATION WITH CONTRACTOR.
6. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
7. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY OF DAYTONA BEACH UTILITY DEPARTMENT WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180).
8. WATER SERVICES FROM 3/4" TO 2" POLYETHYLENE (ENDOTRACE) WITH 36" MINIMUM COVER.
9. WATER MAIN FROM 4" TO 12" SHALL BE PVC CLASS 150 (DR 18) WITH 36" MINIMUM COVER.
10. ALL WATER AND FIRE SERVICES ARE REQUIRED TO HAVE A HARD BODY GATE VALVE OFF THE MAIN LINE.
11. ALL VALVES SHALL BE BOLTED TO TEES.
12. ALL POTABLE WATER PIPE SHALL HAVE "NSF POTABLE WATER" IMPRINTED ON THE PIPE.
13. ALL WATER MAIN FITTINGS 4 INCHES OR LARGER SHALL BE CEMENT LINED DIP.
14. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF PORT ORANGE UTILITY DEPARTMENT WILL BE REQUIRED FOR TAPS.
15. THE CONTRACTOR SHALL MAKE ALL ATTEMPTS TO LOCATE BURIED UTILITIES AND NOTIFY THE UTILITY COMPANIES 48 HR. PRIOR TO CONSTRUCTION.
16. UTILITY TRENCH CONSTRUCTION SHALL CONFORM TO CITY OF DAYTONA BEACH UTILITY DEPARTMENT, CITY OF DAYTONA BEACH UTILITY DEPARTMENT AND OSHA REQUIREMENTS.
17. IN THE CASE WHERE SOLVENT CONTAMINATION IS FOUND IN THE TRENCH, WORK WILL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH THE APPROVAL OF THE CITY OF DAYTONA BEACH UTILITY DEPARTMENT UTILITY DEPARTMENT, DUCTILE IRON PIPE, FITTINGS AND APPROVED SOLVENT RESISTANT GASKET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE WILL EXTEND AT LEAST 100 FEET BEYOND ANY DISCOVERED SOLVENT.

FLORIDA SHORES BOULEVARD  
(90' ROW)(25 MPH)



UTILITY SCHEMATIC DETAIL  
NOT TO SCALE

NOTE:  
CITY WILL TAP THE MAIN AND SET THE METER/VAULT. CONTRACTOR IS RESPONSIBLE FOR ALL OTHER WORK WITHIN THE FDOT RIGHT-OF-WAY.

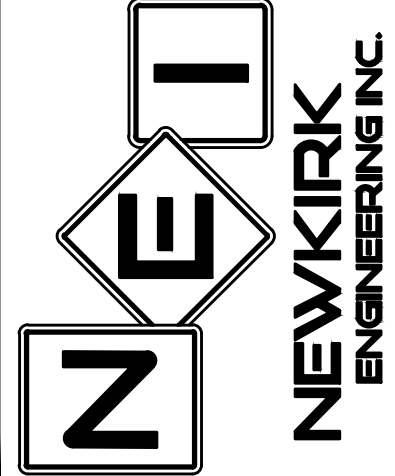


**WARNING !!**  
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REVISIONS

| DATE        | DESCRIPTION   |
|-------------|---------------|
| 11/27/23    | CITY COMMENTS |
| REVISION #1 |               |
|             |               |
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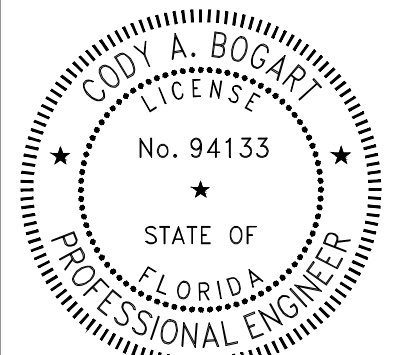
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SITE UTILITY PLAN  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
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PROJECT No: 2022-159  
DATE: NOVEMBER 2023  
DESIGN BY: CAB  
DRAWN BY: GAB  
CHECKED BY: HHN  
SCALE: 1"=20'  
DRAWING NUMBER

09



FDEP WATER NOTES

1.

ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
2.

ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61.
3.

ALL PROPOSED WATER MAINS SHALL BE FLUSHED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH AWWA SPECIFICATIONS C-651 AND THE FDEP PROTECTION REQUIREMENTS.
4.

POTABLE WATER PIPES SHALL BE HYDROSTATICALLY TESTED FOR PRESSURE AND LEAKAGE IN ACCORDANCE WITH AWWA STANDARD C600 FOR DUCTILE IRON PIPES AND C605 FOR PVC PIPES, RESPECTIVELY.
5.

ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE LEAD FREE, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2% LEAD.
6.

ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.)
7.

POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING AWWA SPECIFICATIONS:

A.

DUCTILE IRON PIPE (3 INCHES TO 54 INCHES) - AWWA C150 AND AWWA C151;

B.

PVC PIPE

(1)

AWWA C900/ASTM 1784 (1 INCH TO 12 INCHES) WITH CL200 MINIMUM;

(2)

AWWA C905 (14 INCHES TO 48 INCHES);
8.

ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL HAVE UNPLUGGED, UNDERGROUND DRAINS WILL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER OR VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-10, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."

9.

NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED PROCEDURES.

10.

A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.

11.

ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT WILL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT.

12.

NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF ASBESTOS-CEMENT OR POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C603 OR C605, RESPECTIVELY, AND ALL OTHER NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

13.

NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER);
- A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
14.

NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.

15.

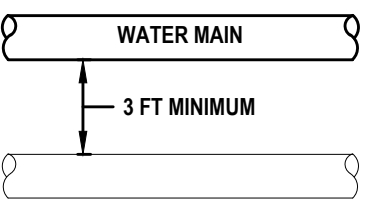
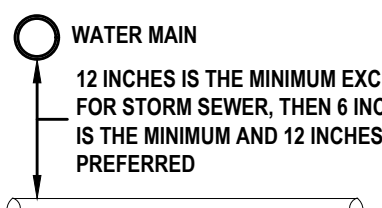
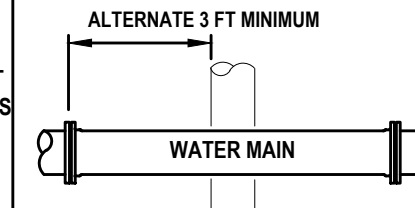
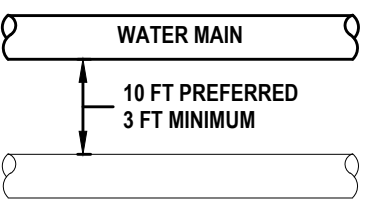
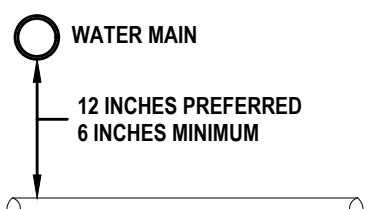
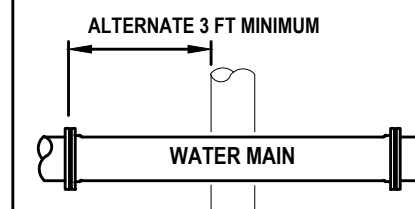
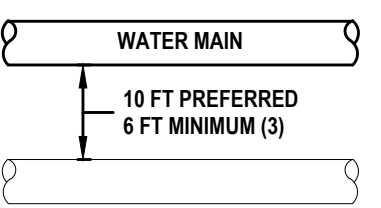
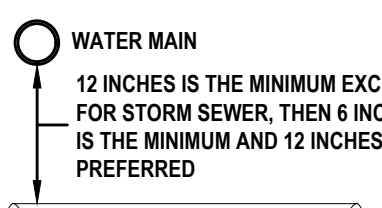
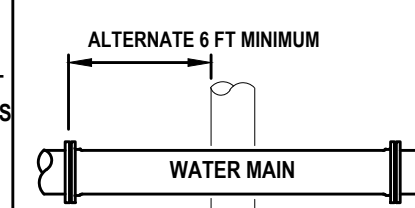
AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
16.

IF CONNECTION OF THE PROPOSED ACTIVITY TO THE WATER MAIN WILL RESULT IN A DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR;

A.

PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASES OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH ARE DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE DEP CENTRAL DISTRICT OR WILL AFFECT THE BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGMENT, THAT THE INTEGRITY OF THE WATER SYSTEM HAS BEEN MAINTAINED; OR

B.

IN CASE OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR AND NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.
- LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314
- | OTHER PIPE                                                                         | HORIZONTAL SEPARATION                                                               | CROSSINGS (1)                                                                       | JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)                                    |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)                            |  |  |  |
| VACUUM SANITARY SEWER                                                              |  |  |  |
| GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4) |  |  |  |
| ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM                                       | 10 FT MINIMUM (3)                                                                   | —                                                                                   | —                                                                                   |
- (1)

WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.

(2)

RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3)

3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.

(4)

RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- TABLE 1: CLASSES OF EMBEDMENT AND BACKFILL MATERIALS
- | ASTM D 2321 MATERIAL CLASS | ASTM D 2487 USCS SOIL GROUP | MATERIAL TYPE                        | % PASSING |                           |            | ATTERBERG LIMITS |    |
|----------------------------|-----------------------------|--------------------------------------|-----------|---------------------------|------------|------------------|----|
|                            |                             |                                      | 1 1/2 IN. | NO. 4                     | NO. 200    | LL               | PI |
| IA                         | NONE                        | MANUFACTURED OPEN GRADED AGGREGATES  | 100%      | ≤10%                      | <5%        | NON PLASTIC      |    |
| IB                         | NONE                        | MANUFACTURED DENSE GRADED AGGREGATES | 100%      | ≤50%                      | <5%        | NON PLASTIC      |    |
| II                         | GW                          | COARSE-GRAINED SOILS, CLEAN          | 100%      | <50% OF "COARSE FRACTION" | <5%        | NON PLASTIC      |    |
|                            | GP                          |                                      |           | >50% OF "COARSE FRACTION" |            |                  |    |
|                            | SW                          |                                      |           |                           |            |                  |    |
|                            | SP                          |                                      |           |                           |            |                  |    |
| III                        | GM                          | COARSE-GRAINED SOILS W/ FINES        | 100%      | <50% OF "COARSE FRACTION" | 12% TO 50% | <4 OR <"A" LINE  |    |
|                            | GC                          |                                      |           | >50% OF "COARSE FRACTION" |            | <7 OR >"A" LINE  |    |
|                            | SM                          |                                      |           |                           |            | >4 OR <"A" LINE  |    |
|                            | SC                          |                                      |           |                           |            | >7 OR >"A" LINE  |    |
| IV-A                       | ML                          | FINE-GRAINED SOILS                   | 100%      | 100%                      | >50%       | <4 OR <"A" LINE  |    |
|                            | CL                          |                                      |           |                           |            | >7 OR >"A" LINE  |    |
- TRENCH AND BEDDING DETAILS
- GENERAL NOTES
1.

BEDDING SHALL BE DUMPED CLASS I-A WORKED BY HAND, OR CLASS I-B COMPACTED TO 85% STANDARD PROCTOR. LOCAL CODE PERMITTING WITH GEOTECHNICAL ENGINEER AND OWNER APPROVAL NATIVE SOIL MAY BE USED FOR BEDDING PROVIDED IT MEETS THE EMBEDMENT AND BACKFILL MATERIALS IN TABLE 1 EXCLUDING CLASS IV-A.

2.

HAUNCHING SHALL BE WORKED AROUND THE PIPE BY HAND TO ELIMINATE VOIDS AND SHALL BE CLASS I-A, OR CLASS I-B OR CLASS II COMPACTED TO 95% STANDARD PROCTOR. PEA GRAVEL SHALL NOT BE USED AS A HAUNCHING MATERIAL. CLASS III MATERIAL SHALL BE ALLOWED FOR RIGID PIPE COMPACTED AT 95% STANDARD PROCTOR. INITIAL BACKFILL SHALL BE CLASS I-A WORKED BY HAND, OR CLASS I-B OR CLASS II COMPACTED TO 90% STANDARD PROCTOR, OR CLASS III COMPACTED 95% STANDARD PROCTOR. CLASS I & II MATERIAL SHALL BE USED FOR FLEXIBLE PIPE WHEN FILL HEIGHTS EXCEED 8".

3.

FINAL BACKFILL SHALL BE CLASS I-A WORKED BY HAND, OR CLASS I-B OR CLASS II COMPACTED TO 90% STANDARD PROCTOR, OR CLASS III COMPACTED 95% STANDARD PROCTOR. CLASS I & II MATERIAL SHALL BE USED FOR FLEXIBLE PIPE WHEN FILL HEIGHTS EXCEED 8".

4.

ALL MATERIALS ARE CLASSIFIED IN ACCORDANCE WITH ASTM D 2321. (SEE TABLE 1)

5.

ALL MATERIALS SHALL BE INSTALLED IN MAXIMUM 8" LOOSE LIFTS IN ACCORDANCE WITH ASTM D 698. CLASS III AND IV-A MATERIALS SHALL BE COMPACTED NEAR OPTIMUM MOISTURE CONTENT.

6.

FILL SALVAGED FROM EXCAVATION SHALL BE FREE OF DEBRIS, ORGANICS AND ROCKS LARGER THAN 3".

7.

ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED IN COMPLIANCE WITH OSHA REGULATIONS AND LOCAL ORDINANCES.

8.

DESIGN ENGINEER SHALL DESIGNATE ON THE PLANS WHERE WATERTIGHT JOINTS ARE TO BE REQUIRED.

9.

REPLACE WET OR UNSUITABLE SOIL AS NECESSARY TO PROVIDE A SUITABLE BASE, AS DIRECTED BY GEOTECHNICAL ENGINEER OR OWNER.

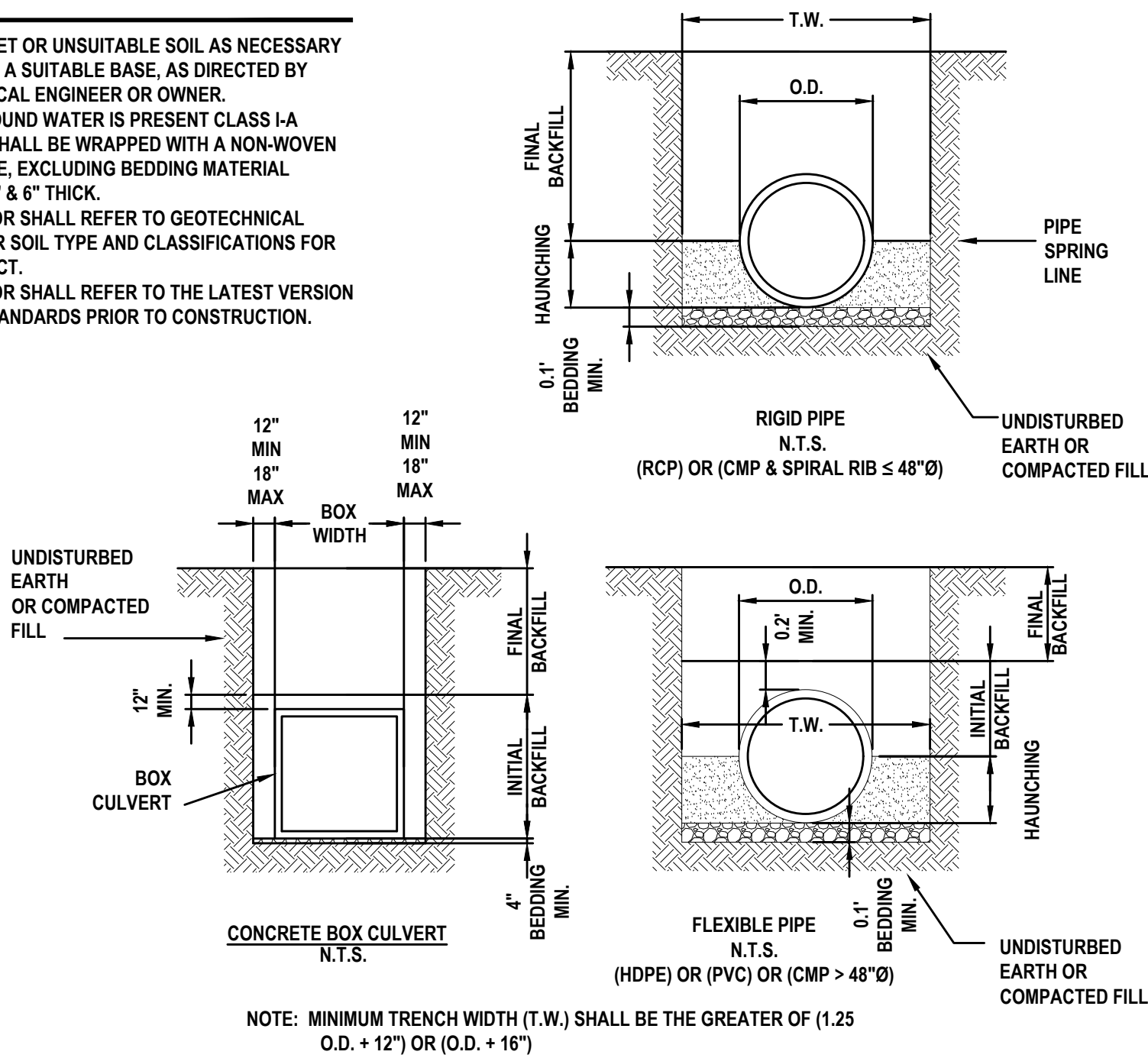
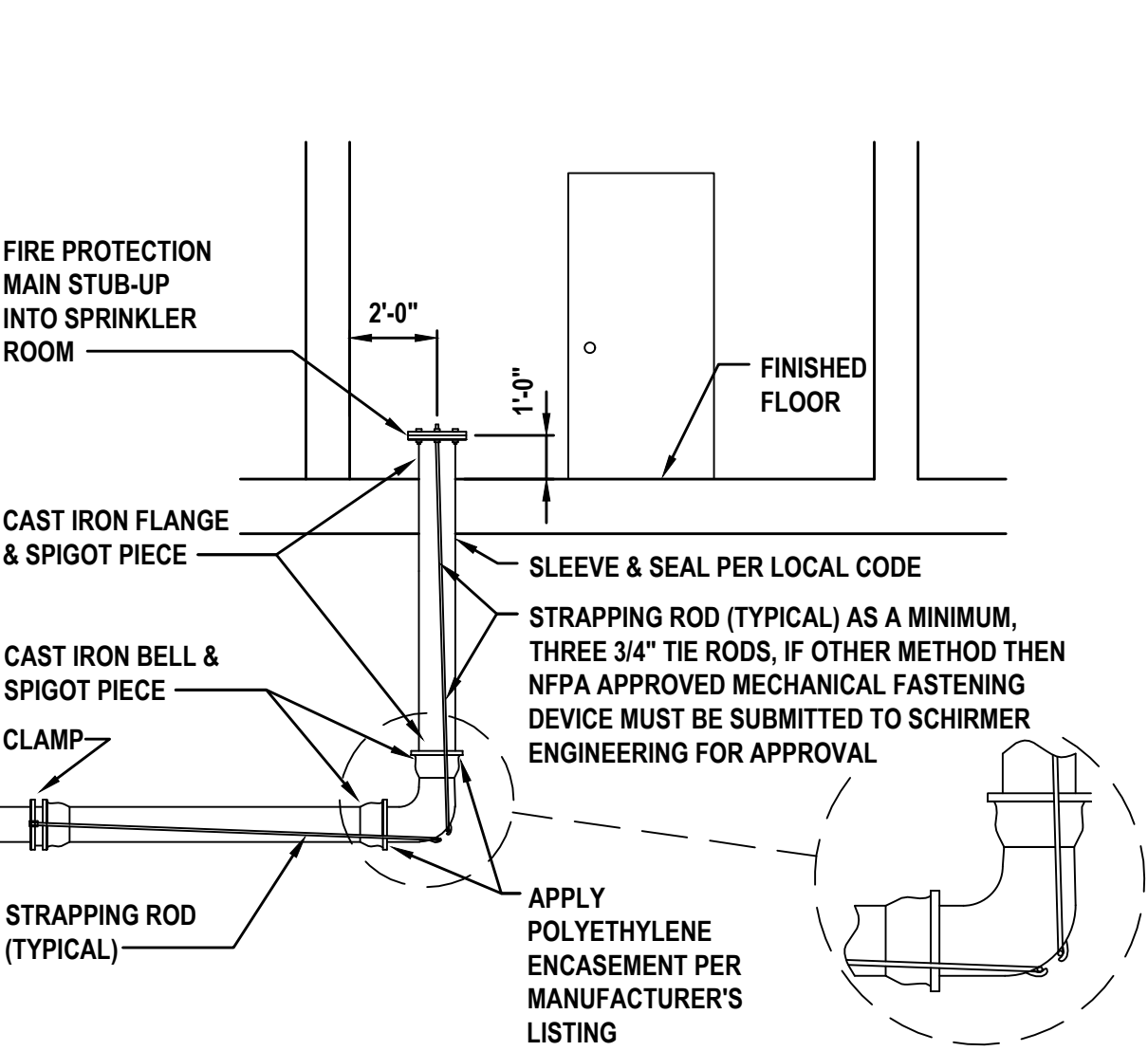
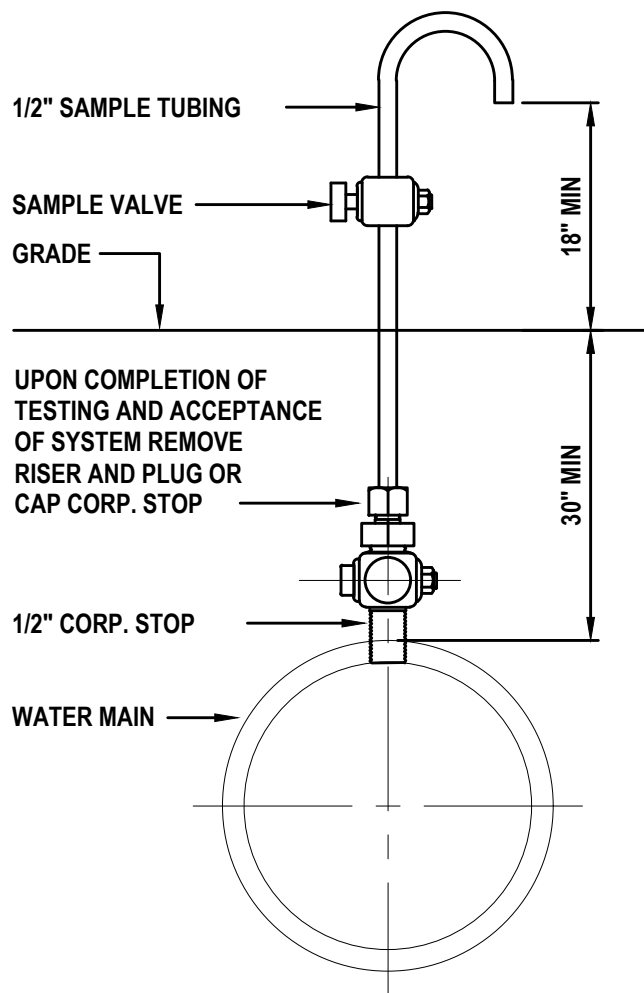
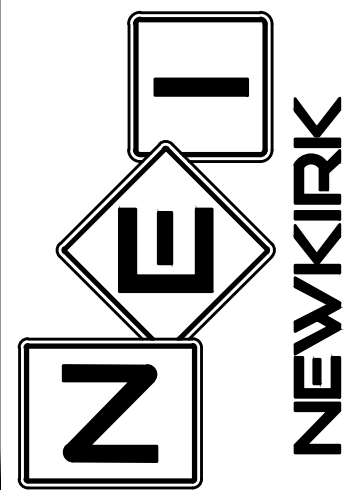
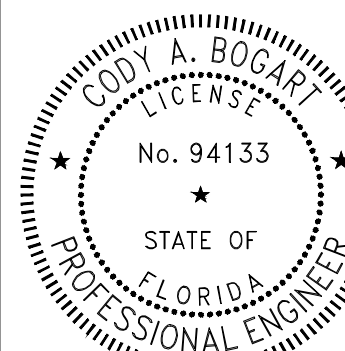
10.

WHERE GROUND WATER IS PRESENT CLASS I-A MATERIAL SHALL BE WRAPPED WITH A NON-WOVEN GEO-TEXTILE, EXCLUDING BEDDING MATERIAL BETWEEN 4" & 6" THICK.

11.

CONTRACTOR SHALL REFER TO GEOTECHNICAL REPORT FOR SOIL TYPE AND CLASSIFICATIONS FOR THIS PROJECT.

12.

CONTRACTOR SHALL REFER TO THE LATEST VERSION OF ASTM STANDARDS PRIOR TO CONSTRUCTION.
- 
- 
- UNDERGROUND RESTRAINT DETAIL
- NOT TO SCALE
- 
- BACTERIOLOGICAL SAMPLE POINT DETAIL
- NOT TO SCALE
- REVISIONS
- | DATE | DESCRIPTION |
|------|-------------|
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C.A. # 30209  
L.C. # 2600584  
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- 
- UTILITY DETAILS  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118
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- PROJECT No: 2022-159  
DATE: NOVEMBER 2023  
DESIGN BY: CAB  
DRAWN BY: GAB  
CHECKED BY: HHN  
SCALE: N.T.S.  
DRAWING NUMBER
- 10
- Page 138 of 225







Section 01720  
AS-BUILTS/RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section sets forth the requirements for preparing as-built/record drawings and documents for verification of construction and archiving.

CONTRACTOR shall secure the services of a Florida licensed surveyor to collect data and prepare as-built/record drawings in accordance with City of Daytona Beach Utilities standards as follows:

1.2 REFERENCE

- A. The preparation work shall be in accordance with this section and supplementary details in the City of Daytona Beach Utilities Department Standard Details, latest edition.

1.3 AS-BUILTS/RECORD DRAWINGS AND DOCUMENTS:

In order to ensure that the project records are maintained to the highest standards and the information can easily be added to the City's electronic records the following information is required on all As-built/Record Drawings.

- A. The intent of these details for As-built/Record Drawings are required for all public facilities constructed. Prior to construction completion these as built/record requirements will be reviewed to be certain the Contractor's surveyor has a clear understanding of what is required for completion of this work.

1. Pavement and curb widths shall be verified and dimensioned for each street at each block (or subdivisions) and as appropriate to confirm paving limits (on site plans).
2. All radii at intersections shall be verified and dimensioned. This information is to be clearly indicated on the as-built/record drawings.

THE CITY OF DAYTONA BEACH  
UTILITIES DEPARTMENT



AS-BUILT DRAWING  
REQUIREMENTS  
(SHEET 1 of 7)

|                         |
|-------------------------|
| DT-2024-0009            |
| Project: 2024-0009      |
| Drawn: 01/15/2024       |
| Checked: 01/15/2024     |
| Scale: 1/8" = 1'-0"     |
| Sheet: 01 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 01 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 01 of 7          |

Section 01720  
AS-BUILTS/RECORD DOCUMENTS  
(CONTD)

- E. Here are examples of how to display and label valves, fittings, and pipes on the plans in model space. Include a location arrow going to the identified object:

Valve Example:

20" GATE VALVE  
STA. 22+23 (LT. 55.0')  
LAT. = 29°12'53.009"N  
LONG. = 81°04'03.355"W  
N = 1,774,373.4058  
E = 634,602.7566  
TOP OF NUT ELEV. = 27.50  
GROUND ELEV. = 30.50

20" DIP WATER MAIN  
STA. 22+00 (RT. 55.0')  
LAT. = 29°12'50.009"N  
LONG. = 81°04'26.355"W  
N = 1,774,373.4058  
E = 634,602.7566  
TOP OF PIPE ELEV. = 27.50  
GROUND ELEV. = 30.50

Manhole Example:

Manhole No. 25  
STA. 22+23 (LT. 55.0')  
LAT. = 29°12'53.009"N  
LONG. = 81°04'03.355"W  
N = 1,774,373.4058  
E = 634,602.7566  
RIM ELEV. = 27.50  
NORTH 15" RCP ELEV. = 8.50  
WEST 24" CMP ELEV. = 7.50  
BOTTOM ELEV. = 9.30

2" PVC CONDUIT  
STA. 22+00 (RT. 55.0')  
LAT. = 29°12'50.009"N  
LONG. = 81°04'26.355"W  
N = 1,774,373.4058  
E = 634,602.7566  
TOP OF PIPE ELEV. = 27.50  
GROUND ELEV. = 30.50

Bench Mark Example (All Bench Marks used must be shown on the plans):

BM#13  
STA. 20+33 (LT. 85.5')  
3/4" Iron Rod with Plastic Cap...  
N = 1,774,373.4058  
E = 634,602.7566  
LAT. = 29°04'53.355"W  
LONG. = 81°04'33.355"W  
ELEV. = 92.55

All Material must be labeled (type of material and distance) Example:  
(WM 8" C-900 DR-18, 250'), (WM 6" DIP 150'), (Sanitary 8" SDR26 295' 0.40% XFM  
(FM 10" C-900DR-18 100'), or (FM 6" DIP 30')

THE CITY OF DAYTONA BEACH  
UTILITIES DEPARTMENT



AS-BUILT DRAWING  
REQUIREMENTS  
(SHEET 6 of 7)

|                         |
|-------------------------|
| DT-2024-0009            |
| Project: 2024-0009      |
| Drawn: 01/15/2024       |
| Checked: 01/15/2024     |
| Scale: 1/8" = 1'-0"     |
| Sheet: 06 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 06 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 06 of 7          |

Section 01720  
AS-BUILTS/RECORD DOCUMENTS  
(CONTD)

3. Roadway elevation shall be recorded at all grade changes, 100' intervals along roadway, and other intervals as needed along all streets. Street centerline and curb invert elevations shall be recorded as noted. The as-built centerline profile of all streets shall also be shown on the plan and profile so it may be compared to the design profile grade lines. In the event that the as-built centerline longitudinal grade does not meet the City minimum standards, additional longitudinal grades of the adjacent curbing and similar roadway cross-section surveys to verify the correct cross slope, shall be required to verify that the system will function as originally designed.
4. Storm drainage structures shall be located and/or dimensioned from centerlines or lot lines as appropriate. Each structure shall be located by sub-meter GPS with Station & Offset, northerly & easterly, latitude, longitude, and elevation data.
5. Storm drainage pipe invert and inlet elevation shall be recorded and clearly denoted as As-built information. Design elevation shall be crossed out and as-built information written next to it.
6. Storm drainage pipe material, length, size shall be measured and/or verified. This information is to be clearly indicated as being as-built information.
7. All applicable topographic information pertinent to the on-site drainage system, such as ditches, swales, lakes, canals, etc. that are deemed necessary by the City to verify the functional performance of the storm system, shall be noted. Normally, recording elevation every 100 feet at the top of bank to toe of slope will be required. Measurements shall be taken and recorded in order to accurately tie down these features to the roadway centerlines and to plat lines. Whenever possible, contour lines shall be utilized to graphically describe these topographic features.
8. Retention areas shall have their top of bank and bottom elevations recorded. Actual measurements shall be taken and dimensions recorded of the size of all retention areas. Measurements shall be done from top of bank with side slopes indicated. Separate calculations shall be submitted to indicate required and provided retention volumes.
9. Actual materials used and elevations and dimensions of overflow weir structures and skimmers shall be noted on the as-built.
10. Storm drainage swale centerlines shall be located and elevations of flow line and top of bank shall be recorded every 100 feet. side slopes shall also be indicated.

THE CITY OF DAYTONA BEACH  
UTILITIES DEPARTMENT



AS-BUILT DRAWING  
REQUIREMENTS  
(SHEET 2 of 7)

|                         |
|-------------------------|
| DT-2024-0009            |
| Project: 2024-0009      |
| Drawn: 01/15/2024       |
| Checked: 01/15/2024     |
| Scale: 1/8" = 1'-0"     |
| Sheet: 02 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 02 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 02 of 7          |

Section 01720  
AS-BUILTS/RECORD DOCUMENTS  
(CONTD)

11. Sanitary sewer manholes shall be verified and dimensioned from street centerlines or lot lines as appropriate. Each structure shall be located by sub-meter GPS with station & offset, northerly & easterly, latitude, longitude, and elevation data. All rim and invert elevation shall be verified and recorded. This information shall be clearly indicated as being as-built information. Design elevations shall be crossed out and as-built information written next to it.
12. For subdivisions, proposed design finish floor elevations shall appear on all subdivision lots on the appropriate plan and profile sheet as well as on the master drainage plan.
13. Sanitary sewer line lengths, sizes, material, slope, etc., shall be verified and recorded, this information is to be clearly indicated as being as-built information.
14. Sewer Laterals shall be verified and recorded at the clean out locations, stationing and offset distances shall be measured from upstream manholes towards downstream manholes. Invert information at clean out shall be provided and be located by sub-meter GPS with station & offset, northerly & easterly, latitude, longitude, and elevation data.
15. Lift station and foremain shall be verified and dimensioned from street centerlines or lot lines as appropriate. Foremain depth and location including valves will be provided and tied to permanent above grade features. dimensional and elevation information indicated on the approved plan shall be verified and recorded. This information shall be clearly indicated as being as-built information. Buried potable water lines and electrical service lines shall be clearly dimensioned, located and labeled. Each lift station shall be located by sub-meter GPS with station & offset, northerly & easterly, latitude, longitude and elevation data.
16. Curb cuts or metal tabs, used to mark sewer laterals, water services and water valves, shall be verified for presence and accuracy of location.
17. Potable and reclaimed water main lines shall be dimensioned off the baseline construction. Water main line material size, length and depth, placed shall be noted. Locations of valves shall also be tied to baseline construction. This information shall be clearly indicated as being as-built information.

THE CITY OF DAYTONA BEACH  
UTILITIES DEPARTMENT



AS-BUILT DRAWING  
REQUIREMENTS  
(SHEET 3 of 7)

|                         |
|-------------------------|
| DT-2024-0009            |
| Project: 2024-0009      |
| Drawn: 01/15/2024       |
| Checked: 01/15/2024     |
| Scale: 1/8" = 1'-0"     |
| Sheet: 03 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 03 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 03 of 7          |

Section 01720  
AS-BUILTS/RECORD DOCUMENTS  
(CONTD)

18. Potable and reclaimed water valves, tees, bends, all services, and fire hydrants shall be located by tying them to baseline construction (Sta. & Offset). Similarly, force main valves, tees, and bends shall be located in the same manner. Stationing and offset distances shall be measured from upstream manholes to downstream manholes. All services, valves, tees, bends, and hydrants shall be located by sub-meter GPS with station & offset, northerly & easterly, latitude, longitude and elevation data.
19. For perpendicular crossings of storm water, sanitary sewer, potable water, or reclaimed water, the as-built plans shall clearly indicate which utilities are located over or under other utilities, and identify vertical separation.
20. Any special features such as, concrete flumes, lake banks, walls, fencing, etc. which are a part of the approved construction drawings should also be located and dimensioned.
21. If an approved subdivision plat or site plan shows a conservation easement, the project surveyor should provide the exact location of the specimen tree(s) from the right of way or property lines and proposed easement boundaries on the as-built drawing. The as-built location of these trees will help verify the sufficiency of the conservation easement prior to plat recording or certificate of occupancy.
22. When storm water, potable water, reclaimed water, or sanitary sewer improvements are located within an easement, the as-built drawing will accurately depict the location of the easement itself as well as the exact location of the improvements within the easement. This is required in order to verify that the improvements have been properly located and to ensure that future subsurface excavation to perform remedial repair can be accomplished without disturbance beyond the easement.
23. Recorded Drawings are to be based on construction drawings and include both designed and constructed data, signed and sealed by a Florida licensed surveyor. The City will require the following items to be sent emailed and by hard copies. Item 1. Two PDF (One PDF as-built drawings shall also be electron signed and sealed by a the Surveyor; the second one not locked or signed.), 2. The as-built drawings to be provided on a CD with a digital copy in a compatible AutoCAD format, and PDF format.
24. Elevations shall be referenced to NAVD 1988 Data. As-built survey information shall be referenced to at least two Florida State Plane east coordinates NAD 83.

THE CITY OF DAYTONA BEACH  
UTILITIES DEPARTMENT



AS-BUILT DRAWING  
REQUIREMENTS  
(SHEET 4 of 7)

|                         |
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| DT-2024-0009            |
| Project: 2024-0009      |
| Drawn: 01/15/2024       |
| Checked: 01/15/2024     |
| Scale: 1/8" = 1'-0"     |
| Sheet: 04 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 04 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 04 of 7          |

Section 01720  
AS-BUILTS/RECORD DOCUMENTS  
(CONTD)

25. Benchmark Datum utilizes monumentation from the North American Vertical Datum of 1929 with elevations adjusted to NGVD 1988 data. Any NAVD 1929 monument with the limits of construction is to be protected.
26. New conduits that are installed shall show location of tees and bends and record elevations every 100'. All shall be located by tying them to baseline/centerline construction (sta. & offset). Similarly, water mains, tees and bends shall be located in the same manner. All bends and tees shall be located by sub-meter GPS with station & offset, northerly & easterly, latitude & longitude and elevation data.

1.4 SUBMITTALS

- A. CONTRACTOR shall submit each month to CITY the Project Activity Summary that shows current construction activities and a copy of notices to agencies including the City regarding road closures; plus a record of events that will be needed in the future.
- B. CONTRACTOR shall submit to CITY as required the proposed shut-off schedule, capping, temporary service scheduling, record of notices to customers and proposed roadway closings.
- C. CONTRACTOR shall submit copies of published notices.

- D. CONTRACTOR shall submit Final Record Drawings for each utility included in the plans (water, reuse, sewer, foremain, and stormwater). Contractor will need to upload to the City's sharepoint a copy of the AutoCAD, Xref's, and PFD's files for a review before sending the CD to the City. Once reviewed with no comments, the Contractor will need to email a request for the Sharepoint file information to be able to upload the Recorded Drawings materials. The final submittal shall include two (2) PFD's: one that is electronically signed and sealed, the other unrestricted, on a CD with working AutoCAD, Xref's files, and a set of PDF files. (Paper copies will be no longer be required). When the Recorded Drawings are delivered for clearance of water line, they will be reviewed and are approved, and then can be scheduled for chlorination. CITY will not release the drinking water bacteriological laboratory report, and Clearance application to Volusia County Health Department until the As-built / Recorded Drawings information meets CITY requirements. CONTRACTOR will have 60 days from the time that the bacteriological samples are collected to submit any correction that needed to be done to the as-built and CD to CITY. If CONTRACTOR goes past the 60 days re-chlorination will be required and pay for the bacteriological laboratory report will be required.

THE CITY OF DAYTONA BEACH  
UTILITIES DEPARTMENT



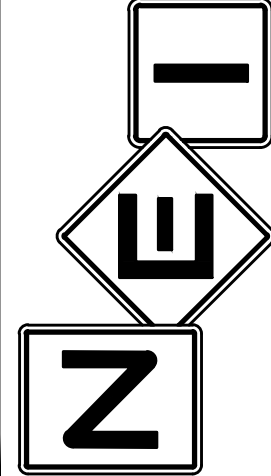
AS-BUILT DRAWING  
REQUIREMENTS  
(SHEET 5 of 7)

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| DT-2024-0009            |
| Project: 2024-0009      |
| Drawn: 01/15/2024       |
| Checked: 01/15/2024     |
| Scale: 1/8" = 1'-0"     |
| Sheet: 05 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 05 of 7          |
| Drawn By: J. B. Bogan   |
| Checked By: J. B. Bogan |
| Scale: 1/8" = 1'-0"     |
| Sheet: 05 of 7          |

REVISIONS

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1230 North US1, Suite 3  
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www.NewKirk-Engineering.com  
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Civil Engineering,  
Transportation, CEI &  
Landscape Architecture

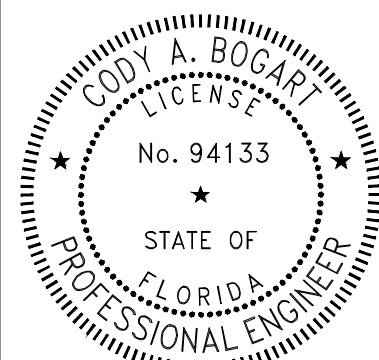
CITY OF DAYTONA BEACH  
DETAILS

SHORES DEPOT

2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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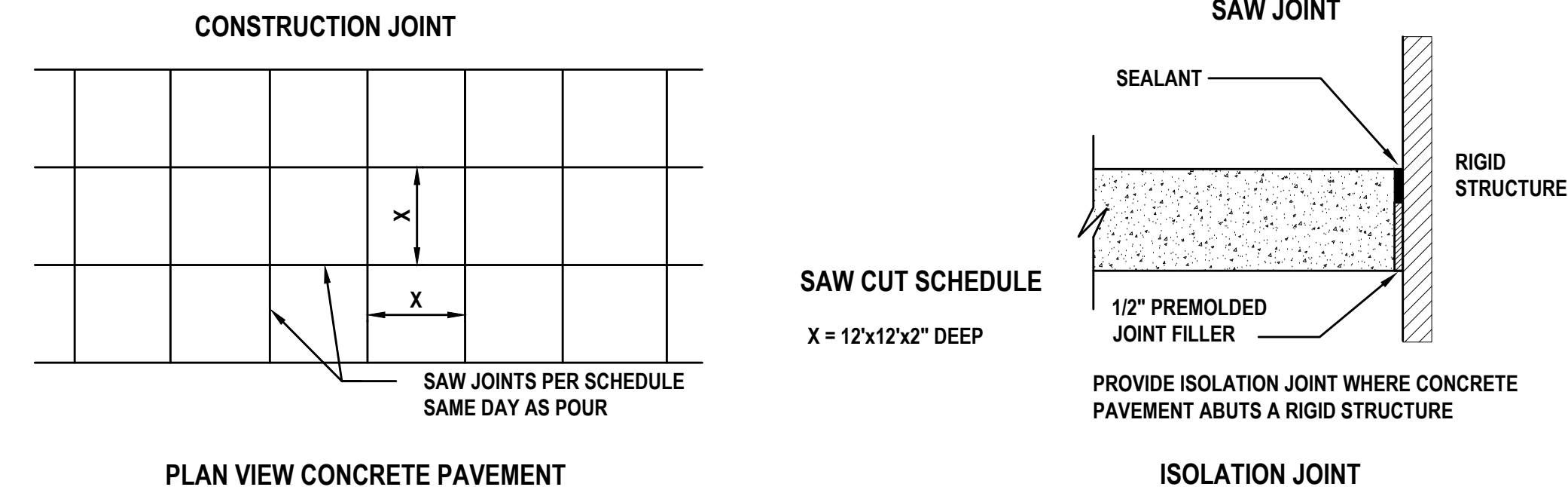
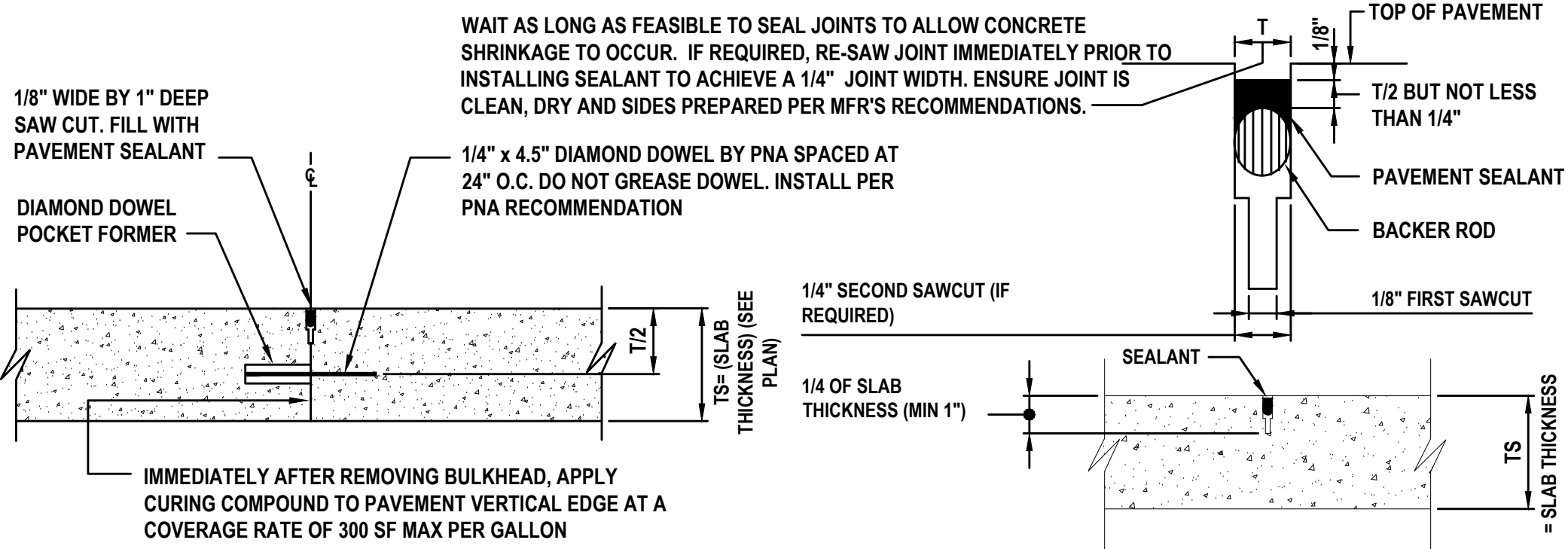
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| PROJECT No: | 2022-159      |
| DATE:       | NOVEMBER 2023 |
| DESIGN BY:  | CAB           |
| DRAWN BY:   | GAB           |
| CHECKED BY: | HHN           |
| SCALE:      | N.T.S.        |

DRAWING NUMBER

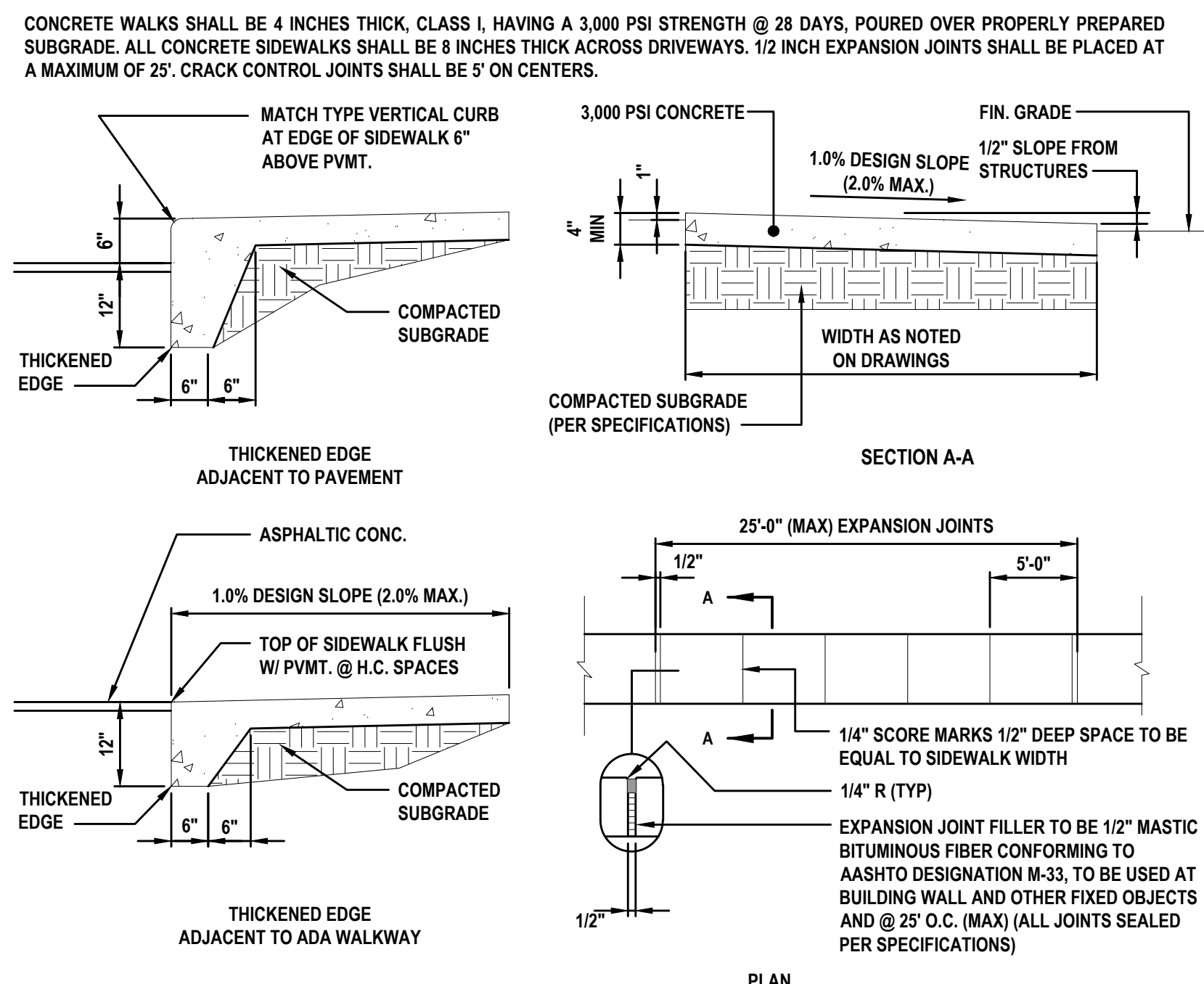
12





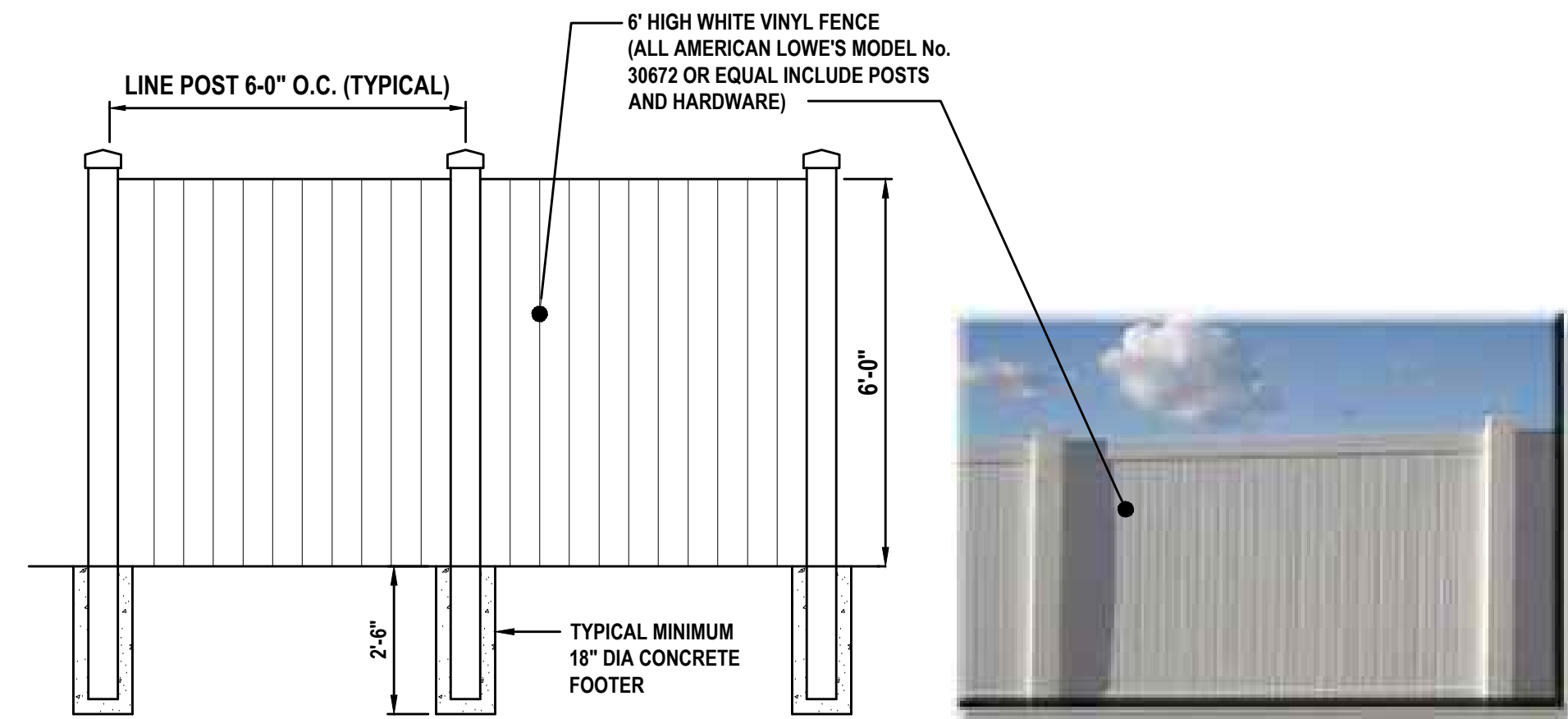
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NOT TO SCALE



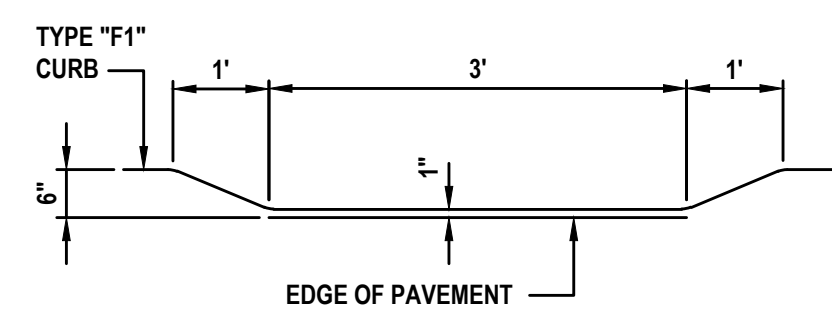
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NOT TO SCALE



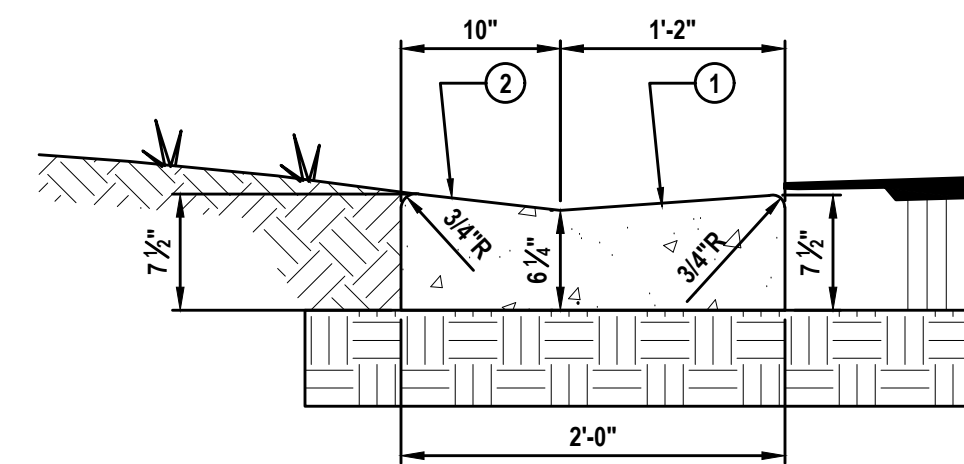
## VINYL FENCE DETAIL

NOT TO SCALE



## CURB NOTCH DETAIL

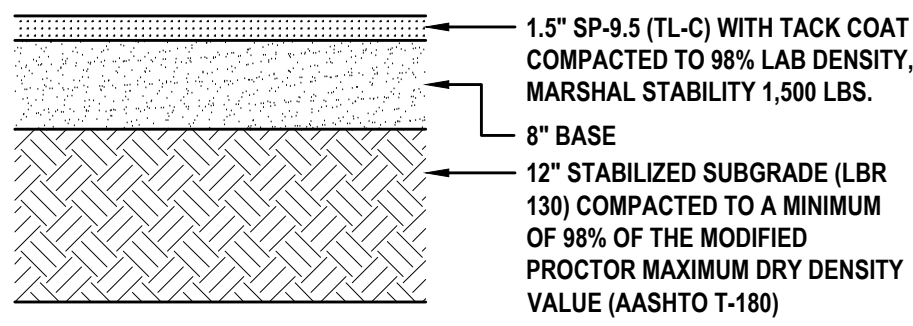
NOT TO SCALE



1. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.
2. SLOPE TO FIT DRIVEWAY

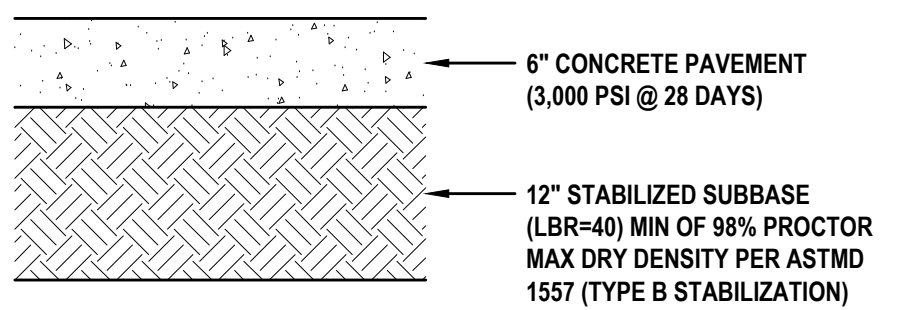
## DROP CURB DETAIL

NOT TO SCALE



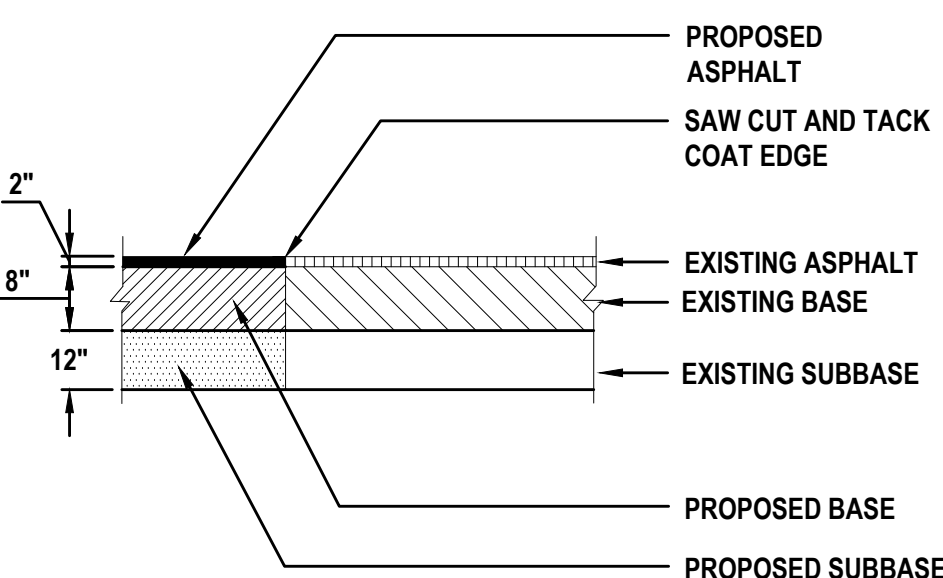
## ASPHALT PAVEMENT

NOT TO SCALE



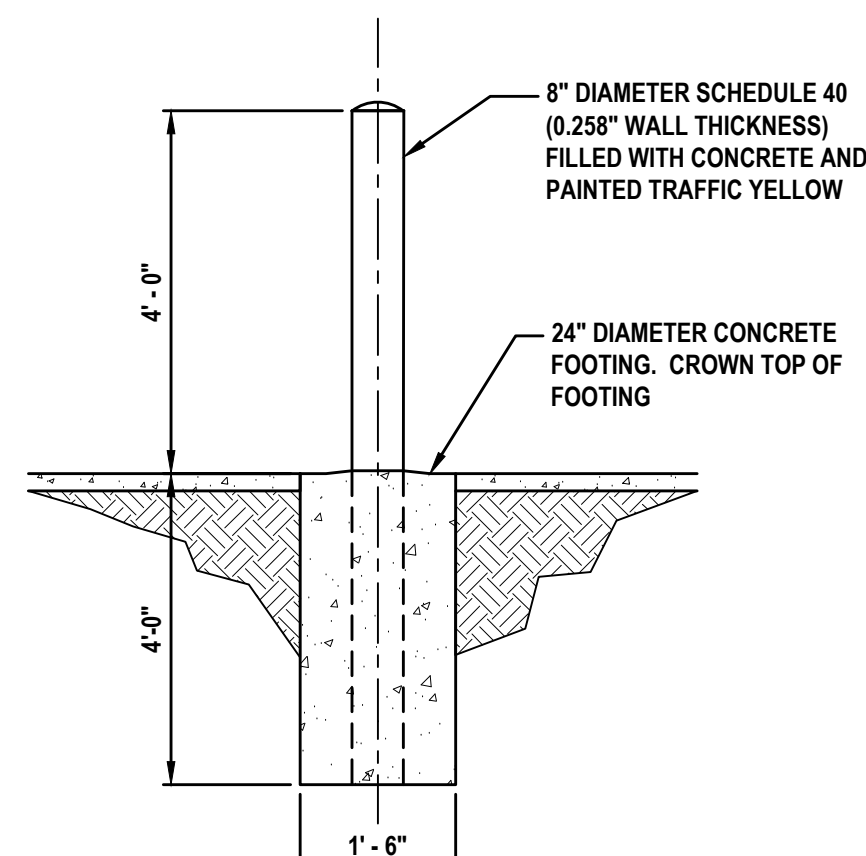
## CONCRETE PAVEMENT

NOT TO SCALE



## PAVEMENT BUTT JOINT DETAIL

NOT TO SCALE

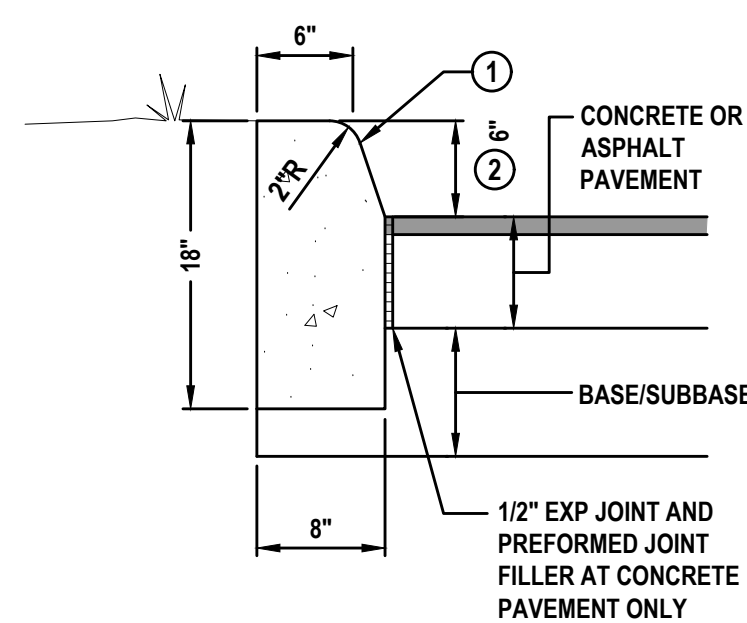


## UTILITY BOLLARD DETAIL

NOT TO SCALE

## CURB CONSTRUCTION NOTES

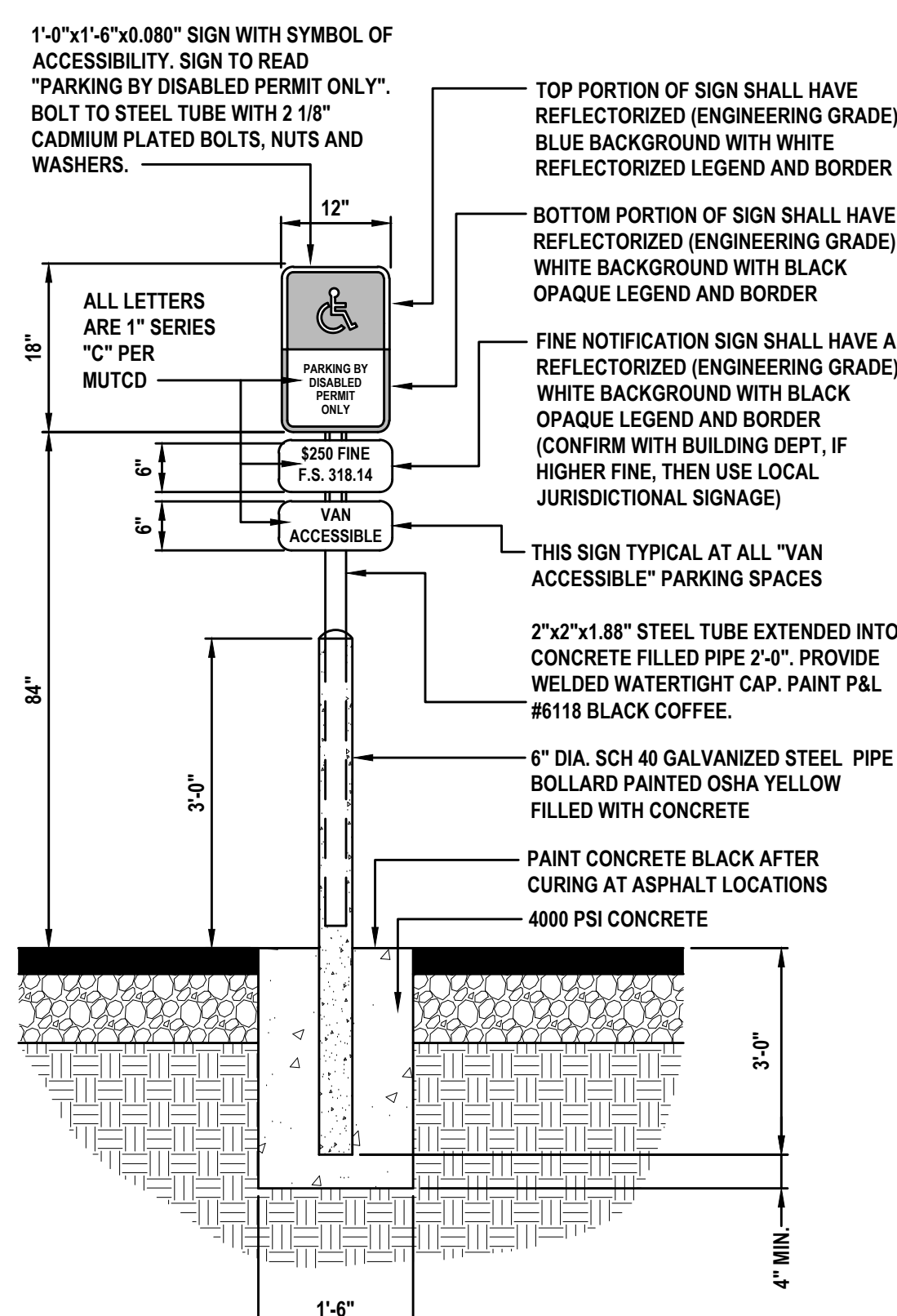
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 50', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4" MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER ENTIRE CROSS SECTION OF CURB. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.



1. PROVIDE CONTRACTION JOINTS @ 10' O.C. AND EXPANSION JOINTS @ 50' O.C. ALL JOINTS SEALED PER SPECIFICATIONS
2. 6" HEIGHT SHALL BE UNIFORM, IF HEIGHT VARIES  $\pm 1/2"$  THEN CURB WILL BE REPLACED AT THE DISCRETION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

## TYPE "D" CURB DETAIL

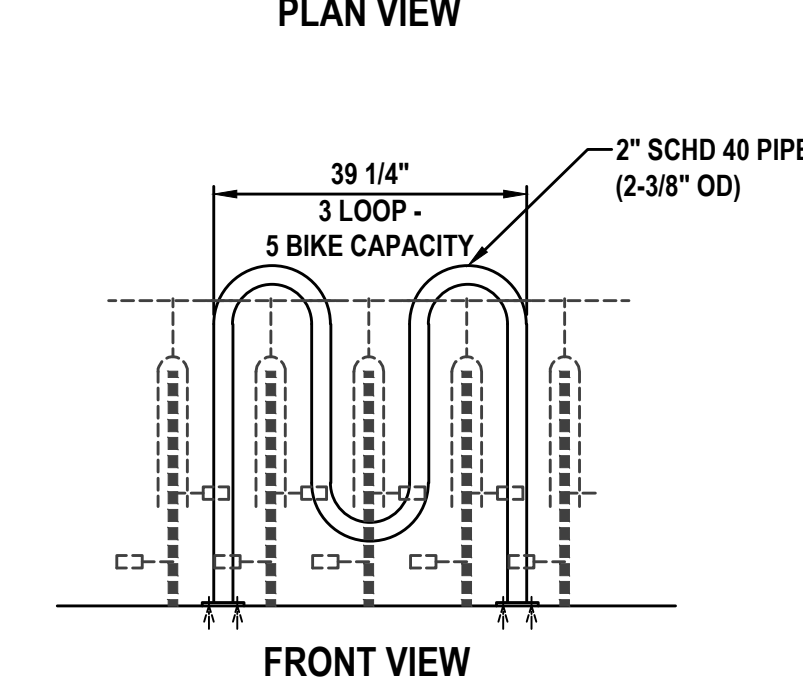
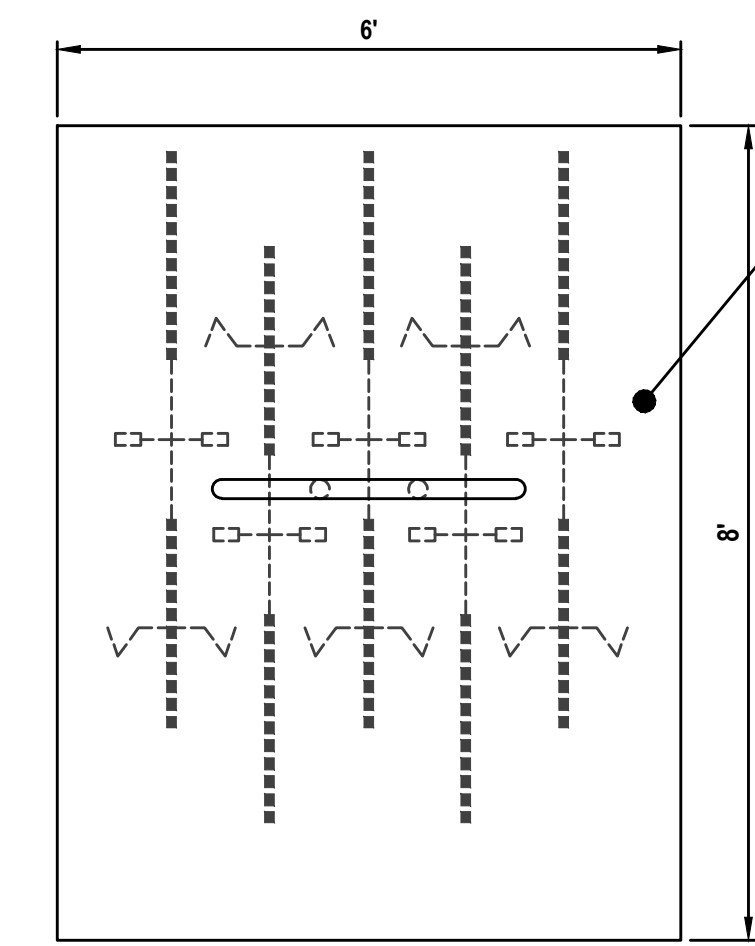
NOT TO SCALE



- NOTE:
1. PARKING SPACE IDENTIFICATION SIGN SHALL CONFORM WITH CURRENT STATE, LOCAL AND FEDERAL CODES AND REGULATIONS.
  2. ALL SIGNS SHALL BE DESIGNATED TO WITHSTAND 130 MPH WIND SPEED.

## HANDICAP PARKING SIGN

NOT TO SCALE



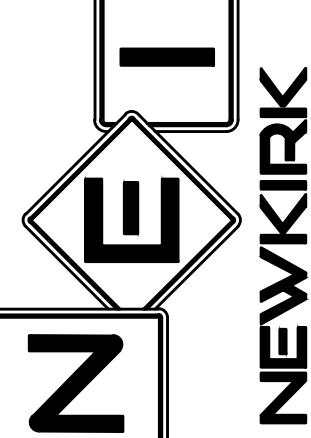
## BICYCLE RACK DETAIL

NOT TO SCALE

## REVISIONS

| DATE     | DESCRIPTION   |
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| 11/27/23 | CITY COMMENTS |
| 2/20/23  | CITY COMMENTS |
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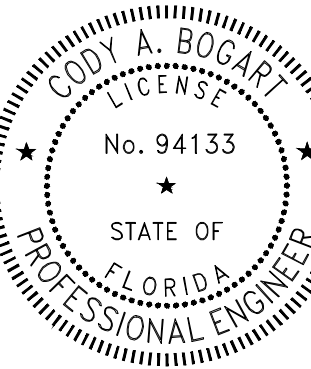
1230 North US1, Suite 3  
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L.C. # 2600584  
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MISCELLANEOUS DETAILS  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
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| PROJECT No:    | 2022-159      |
| DATE:          | NOVEMBER 2023 |
| DESIGN BY:     | CAB           |
| DRAWN BY:      | GAB           |
| CHECKED BY:    | HHN           |
| SCALE:         | N.T.S.        |
| DRAWING NUMBER |               |

13



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| LAST REVISION | DESCRIPTION: | FY 2024-25<br>STANDARD PLANS | INDEX   | SHEET  |
|---------------|--------------|------------------------------|---------|--------|
| 11/01/20      |              |                              | 102-602 | 2 of 2 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                   |
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| <p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>L = Taper Length<br/>B = Buffer Length<br/>X = Work Zone Sign Distance<br/>See Index 102-600 for "L", "B", "X", channelizing device spacing values.</li><li>Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.</li><li>When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.</li><li>The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.</li><li>Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.</li></ol> <p><b>SYMBOLS:</b></p> <ul style="list-style-type: none"><li>Work Area</li><li>Temporary Pedestrian Way</li><li>Channelizing Device (See Index 102-600)</li><li>Pedestrian Longitudinal Channelizing Device (LCD)</li><li>Work Zone Sign</li><li>Arrow Board</li><li>Crash Cushion</li><li>Lane Identification and Direction of Traffic</li></ul> | <p><b>FY 2024-25<br/>STANDARD PLANS</b></p> <p><b>TWO-LANE AND MULTILANE, WORK ON SHOULDER</b></p> <p><b>INDEX</b><br/>102-602</p> <p><b>SHEET</b><br/>2 of 2</p> |
| <p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>L = Taper Length<br/>B = Buffer Length<br/>X = Work Zone Sign Distance<br/>See Index 102-600 for "L", "B", "X", channelizing device spacing values.</li><li>Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.</li><li>When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.</li><li>The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.</li><li>Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.</li></ol> <p><b>SYMBOLS:</b></p> <ul style="list-style-type: none"><li>Work Area</li><li>Temporary Pedestrian Way</li><li>Channelizing Device (See Index 102-600)</li><li>Pedestrian Longitudinal Channelizing Device (LCD)</li><li>Work Zone Sign</li><li>Arrow Board</li><li>Crash Cushion</li><li>Lane Identification and Direction of Traffic</li></ul> | <p><b>FY 2024-25<br/>STANDARD PLANS</b></p> <p><b>SIDEWALK CLOSURE</b></p> <p><b>INDEX</b><br/>102-660</p> <p><b>SHEET</b><br/>2 of 2</p>                         |

11/01/2023 10:50:04 AM

**NOTES:**

- Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
- Place pedestrian LCDs across the full width of the closed sidewalk.
- For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
- "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
- Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

**SYMBOLS:**

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic

11/01/2023 10:50:04 AM

| LAST REVISION | DESCRIPTION: | FY 2024-25<br>STANDARD PLANS | INDEX   | SHEET  |
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| 11/01/20      |              |                              | 102-660 | 1 of 2 |

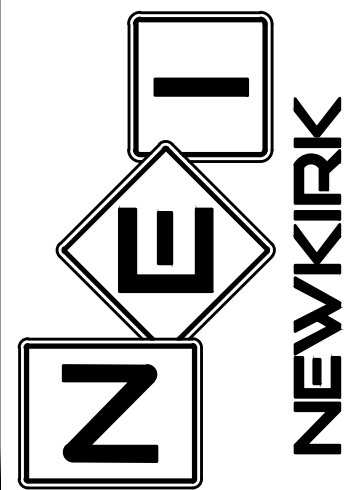
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| <p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>L = Taper Length<br/>B = Buffer Length<br/>X = Work Zone Sign Distance<br/>See Index 102-600 for "L", "B", "X", channelizing device spacing values.</li><li>Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.</li><li>When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.</li><li>The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.</li><li>Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.</li></ol> <p><b>SYMBOLS:</b></p> <ul style="list-style-type: none"><li>Work Area</li><li>Temporary Pedestrian Way</li><li>Channelizing Device (See Index 102-600)</li><li>Pedestrian Longitudinal Channelizing Device (LCD)</li><li>Work Zone Sign</li><li>Arrow Board</li><li>Crash Cushion</li><li>Lane Identification and Direction of Traffic</li></ul> | <p><b>FY 2024-25<br/>STANDARD PLANS</b></p> <p><b>SIDEWALK CLOSURE</b></p> <p><b>INDEX</b><br/>102-660</p> <p><b>SHEET</b><br/>1 of 2</p> |
| <p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>L = Taper Length<br/>B = Buffer Length<br/>X = Work Zone Sign Distance<br/>See Index 102-600 for "L", "B", "X", channelizing device spacing values.</li><li>Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.</li><li>When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.</li><li>The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.</li><li>Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.</li></ol> <p><b>SYMBOLS:</b></p> <ul style="list-style-type: none"><li>Work Area</li><li>Temporary Pedestrian Way</li><li>Channelizing Device (See Index 102-600)</li><li>Pedestrian Longitudinal Channelizing Device (LCD)</li><li>Work Zone Sign</li><li>Arrow Board</li><li>Crash Cushion</li><li>Lane Identification and Direction of Traffic</li></ul> | <p><b>FY 2024-25<br/>STANDARD PLANS</b></p> <p><b>SIDEWALK CLOSURE</b></p> <p><b>INDEX</b><br/>102-660</p> <p><b>SHEET</b><br/>1 of 2</p> |

11/01/2023 10:50:04 AM

**REVISIONS**

| DATE     | DESCRIPTION   |
|----------|---------------|
| 11/27/23 | CITY COMMENTS |
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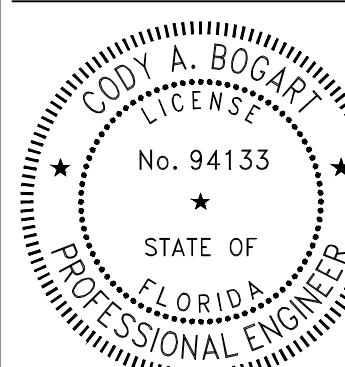
1230 North US1, Suite 3  
Ormond Beach, Florida 32174  
Phone (386) 872-7794  
www.Newkirk-Engineering.com  
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L.C. # 26000584  
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**MAINTENANCE OF TRAFFIC  
SHORES DEPOT**  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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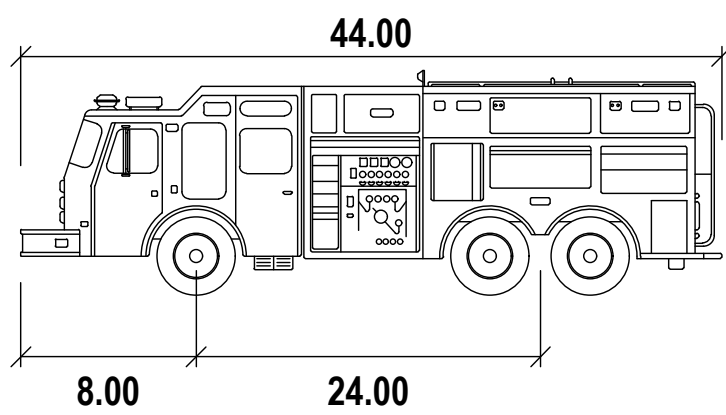
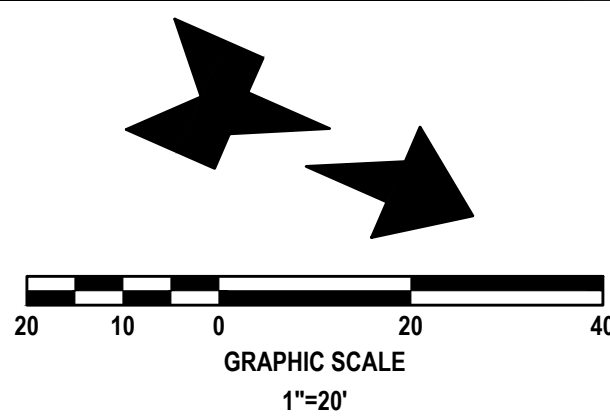


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| PROJECT No:    | 2022-159      |
| DATE:          | NOVEMBER 2023 |
| DESIGN BY:     | CAB           |
| DRAWN BY:      | GAB           |
| CHECKED BY:    | HHN           |
| SCALE:         | N.T.S.        |
| DRAWING NUMBER |               |

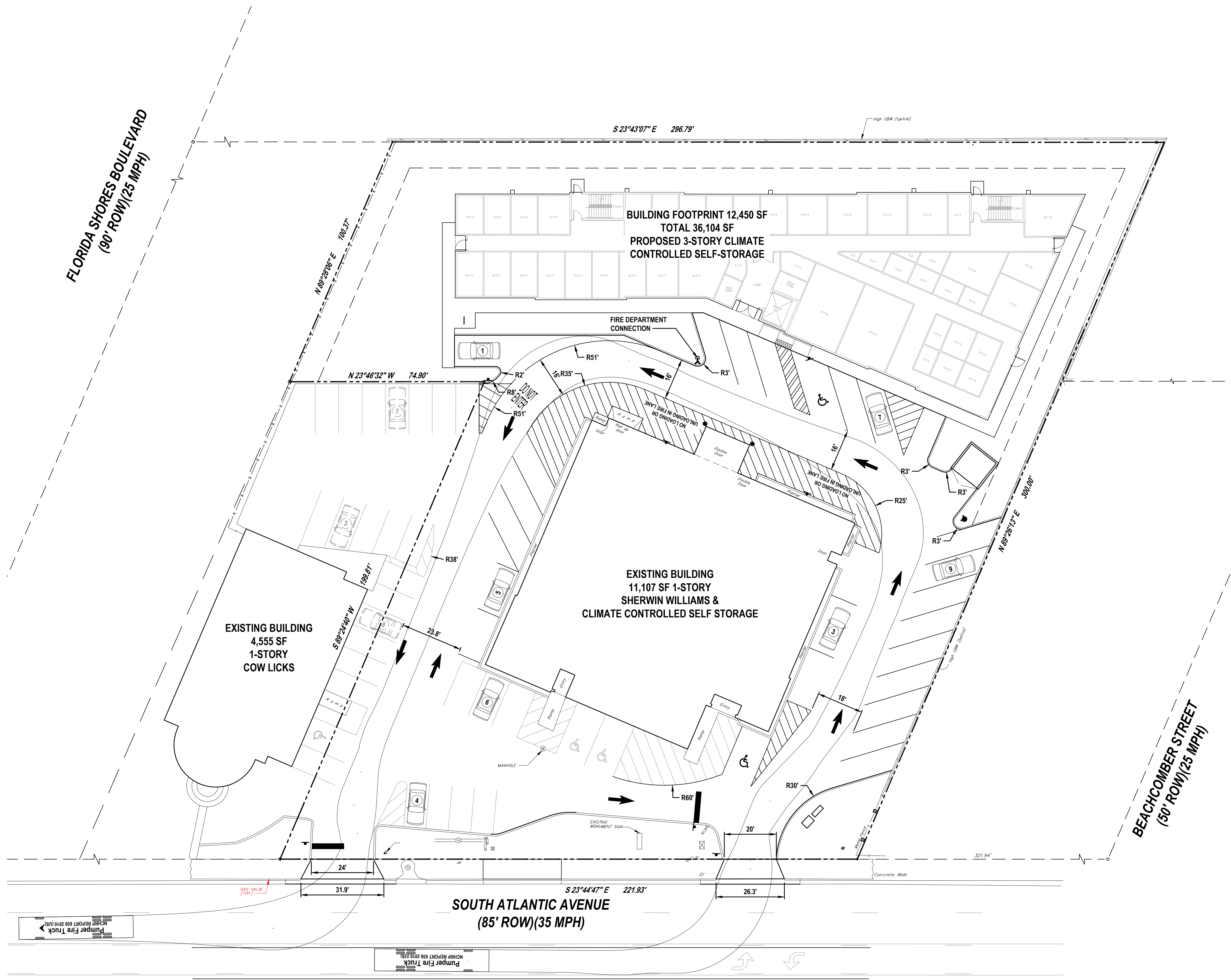
**14**





Pumper Fire Truck

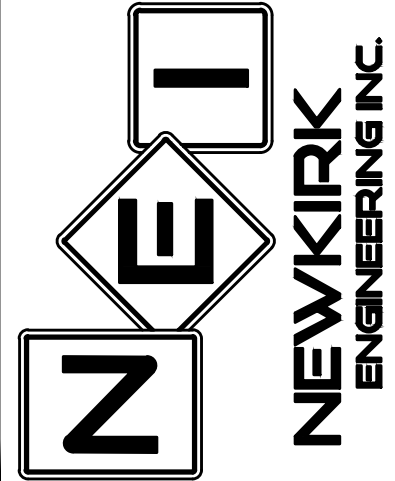
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| Width             | : 8.50 |
| Track             | : 8.50 |
| Lock to Lock Time | : 6.0  |
| Steering Angle    | : 37.8 |



REVISIONS

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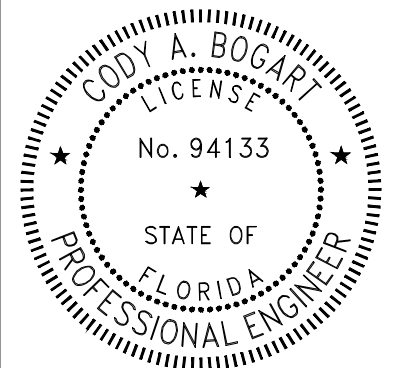
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AUTOTURN PLAN - FIRE  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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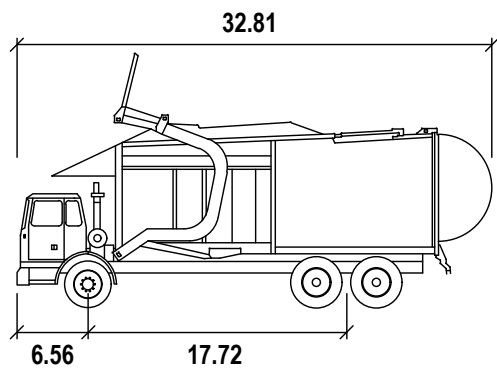
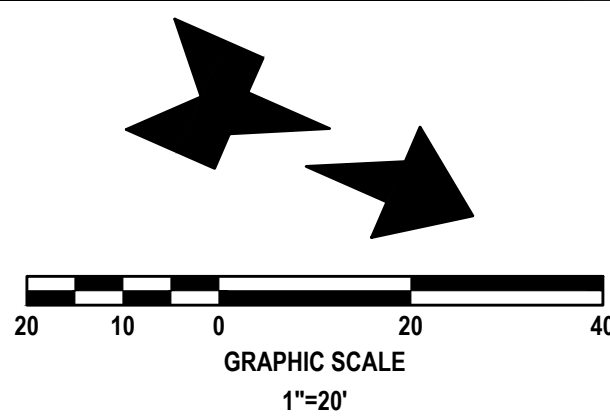
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| DATE:       | NOVEMBER 2023 |
| DESIGN BY:  | CAB           |
| DRAWN BY:   | GAB           |
| CHECKED BY: | HHN           |
| SCALE:      | 1"=20'        |

DRAWING NUMBER

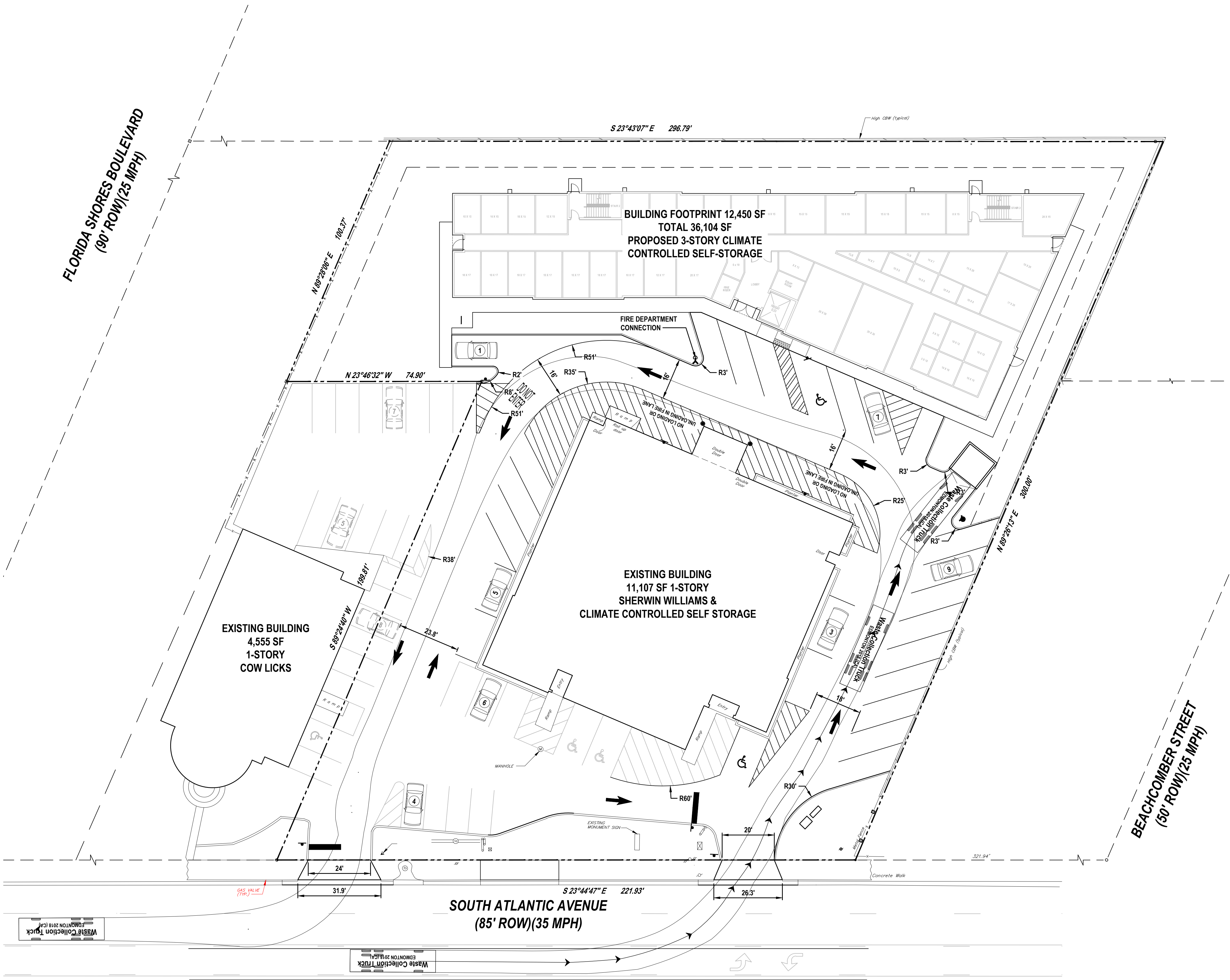
15





Waste Collection Truck

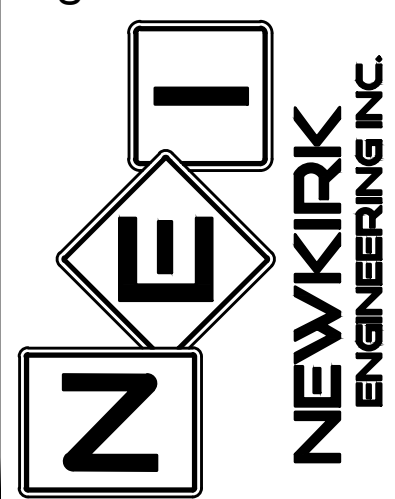
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|-------------------|--------|
|                   | feet   |
| Width             | : 8.53 |
| Track             | : 8.53 |
| Lock to Lock Time | : 6.0  |
| Steering Angle    | : 27.7 |



REVISIONS

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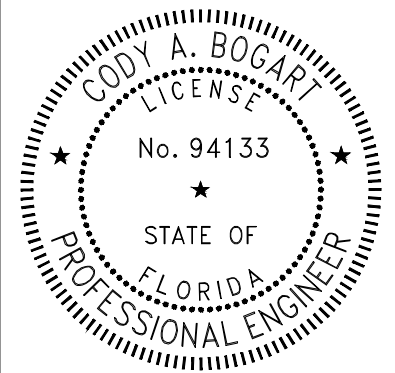
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AUTOTURN PLAN - TRASH  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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| DESIGN BY:  | CAB           |
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| CHECKED BY: | HHN           |
| SCALE:      | 1"=20'        |

DRAWING NUMBER

16



1. PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE (3) GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.
2. IF SPECIFIED PLANTS ARE UNAVAILABLE AT THE TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.

| <u>CODE</u>                    | <u>QTY</u> | <u>BOTANICAL NAME</u>                     | <u>COMMON NAME</u>        | <u>SIZE</u>                 | <u>REMARKS</u>    |
|--------------------------------|------------|-------------------------------------------|---------------------------|-----------------------------|-------------------|
| <u><b>PALM TREES</b></u>       |            |                                           |                           |                             |                   |
| SP                             | 24         | SABAL PALMETTO                            | CABBAGE PALMETTO          | 6', 8', 10' G.W.            | STAGGERED HEIGHTS |
| <u><b>SHADE TREES</b></u>      |            |                                           |                           |                             |                   |
| QV                             | 3          | QUERCUS VIRGINIANA                        | SOUTHERN LIVE OAK         | 1.5" CAL., 8' HT.           |                   |
| UDP                            | 1          | ULMUS PARVIFOLIA 'DRAKE'                  | DRAKE CHINESE ELM         | 1.5" CAL., 8' HT.           |                   |
| <u><b>UNDERSTORY TREES</b></u> |            |                                           |                           |                             |                   |
| EJ                             | 1          | ERIOBOTRYA JAPONICA                       | LOQUAT                    | 1.5" CAL., 8' HT.           |                   |
| IAE                            | 1          | ILEX X ATTENUATA 'EAGLESTON'              | EAGLESTON HOLLY           | 1.5" CAL., 8' HT.           |                   |
| LIM                            | 3          | LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE' | MUSKOGEE CRAPE MYRTLE     | 1.5" CAL., 8' HT.           | M.T. LILAC        |
| MC                             | 5          | MYRICA CERIFERA 'PUMILA'                  | DWARF WAX MYRTLE          | 1.5" CAL., 8' HT.           | M.T.              |
| <u><b>SHRUBS</b></u>           |            |                                           |                           |                             |                   |
| PM                             | 15         | PODOCARPUS MACROPHYLLUS                   | YEW PINE                  | 3 GAL., 24" HT. X 6" SPRD.  | 36" O.C.          |
| VOS                            | 17         | VIBURNUM OBOVATUM 'SELECT'                | WALTER'S VIBURNUM         | 3 GAL., 24" HT. X 15" SPRD. | 36" O.C.          |
| ZP                             | 8          | ZAMIA PUMILA                              | COONTIE CYCAD             | 3 GAL.                      | 36" O.C.          |
| <u><b>GROUND COVERS</b></u>    |            |                                           |                           |                             |                   |
| IVS                            | 38         | ILEX VOMITORIA 'STOKES DWARF'             | STOKES DWARF YAUPON HOLLY | 3 GAL., 12" HT. X 12" SPR.  | 36" O.C.          |
| JC                             | 17         | JUNIPERUS CONFERTA                        | SHORE JUNIPER             | 1 GAL.                      | 30" O.C.          |
| JH                             | 11         | JUNIPERUS HORIZONTALIS 'BLUE RUG'         | BLUE RUG JUNIPER          | 1 GAL.                      | 36" O.C.          |
| LMB                            | 91         | LIRIOPE MUSCARI 'BIG BLUE'                | BIG BLUE LILYTURF         | 1 GAL.                      | 12" O.C.          |
| MUH                            | 30         | MUHLENBERGIA CAPILLARIS                   | PINK MUHLY GRASS          | 3 GAL.                      | 36" O.C.          |

| DATE     | DESCRIPTION      |
|----------|------------------|
| 11/27/23 | CITY COMMENTS    |
| 2/19/24  | CITY COMMENTS    |
| 8/12/24  | P & ZB REVISIONS |
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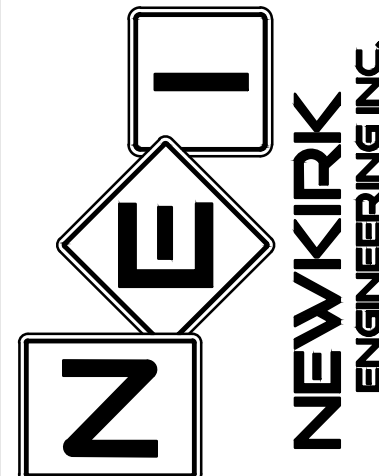
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L.C. # 26000584  
C 2013

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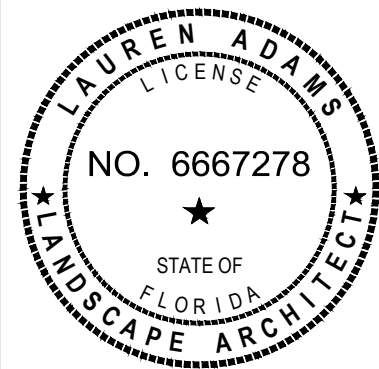
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**LANDSCAPE PLAN**  
**SHORES DEPOT**  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32119

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PROJECT No: 2022-159

DATE: SEPTEMBER 2023

DESIGN BY: LAA

DRAWN BY: BWV

CHECKED BY: LAA

SCALE: 1" = 20'

DRAWING NUMBER

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# L

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| MINIMUM TREES REQUIRED       |        |
|------------------------------|--------|
| SITE AREA                    | 31,207 |
| TREES REQUIRED (1/2500 S.F.) | 12     |
| TREES PROPOSED               | 22     |

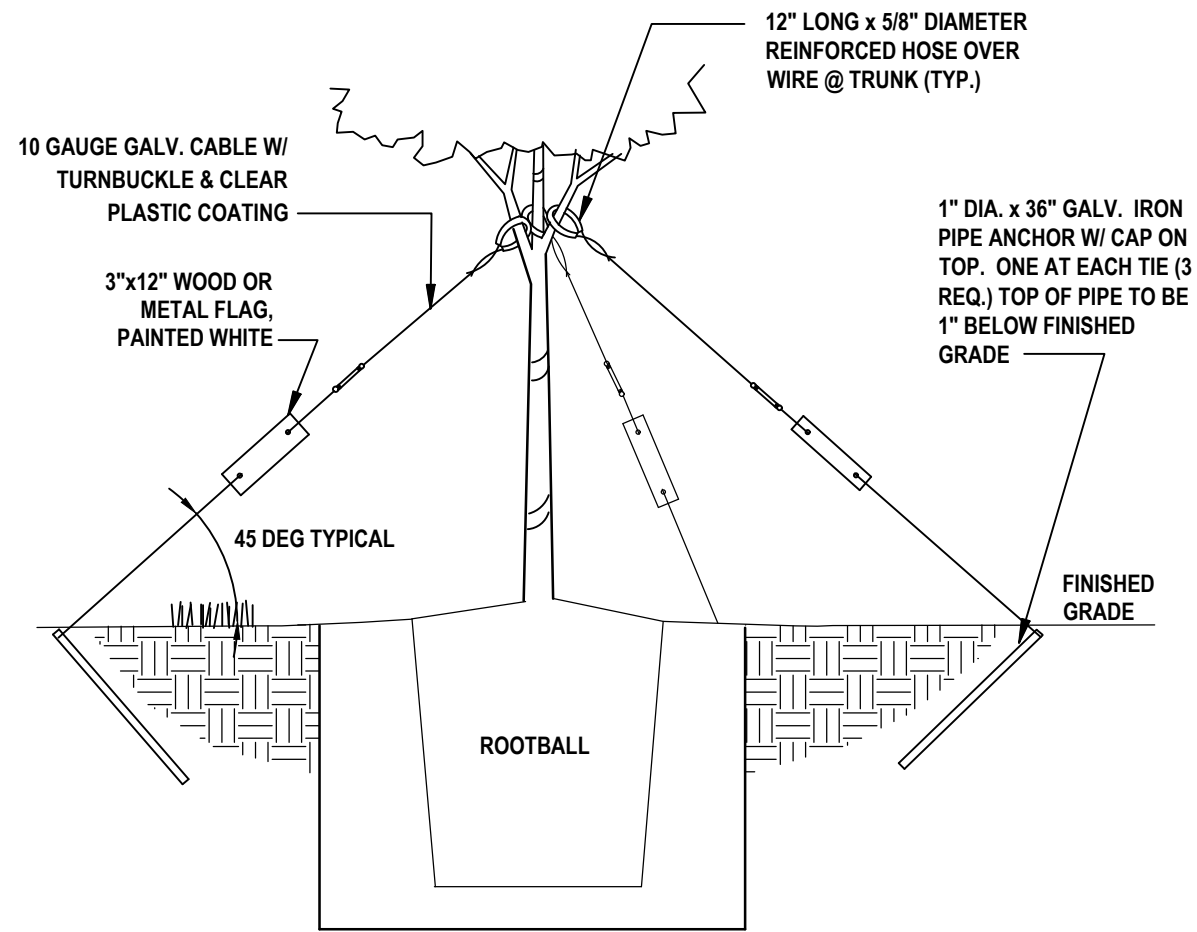
|                                                         |     |
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| VEHICULAR USE ARE LANDSCAPE REQUIREMENTS                |     |
| NUMBER OF PARKING SPACES                                | 7   |
| LANDSCAPE AREA REQUIRED (15 S.F. PER PARKING SPACE) x 7 | 105 |
| LANDSCAPE AREA PROVIDED                                 | 611 |

## LEGEND

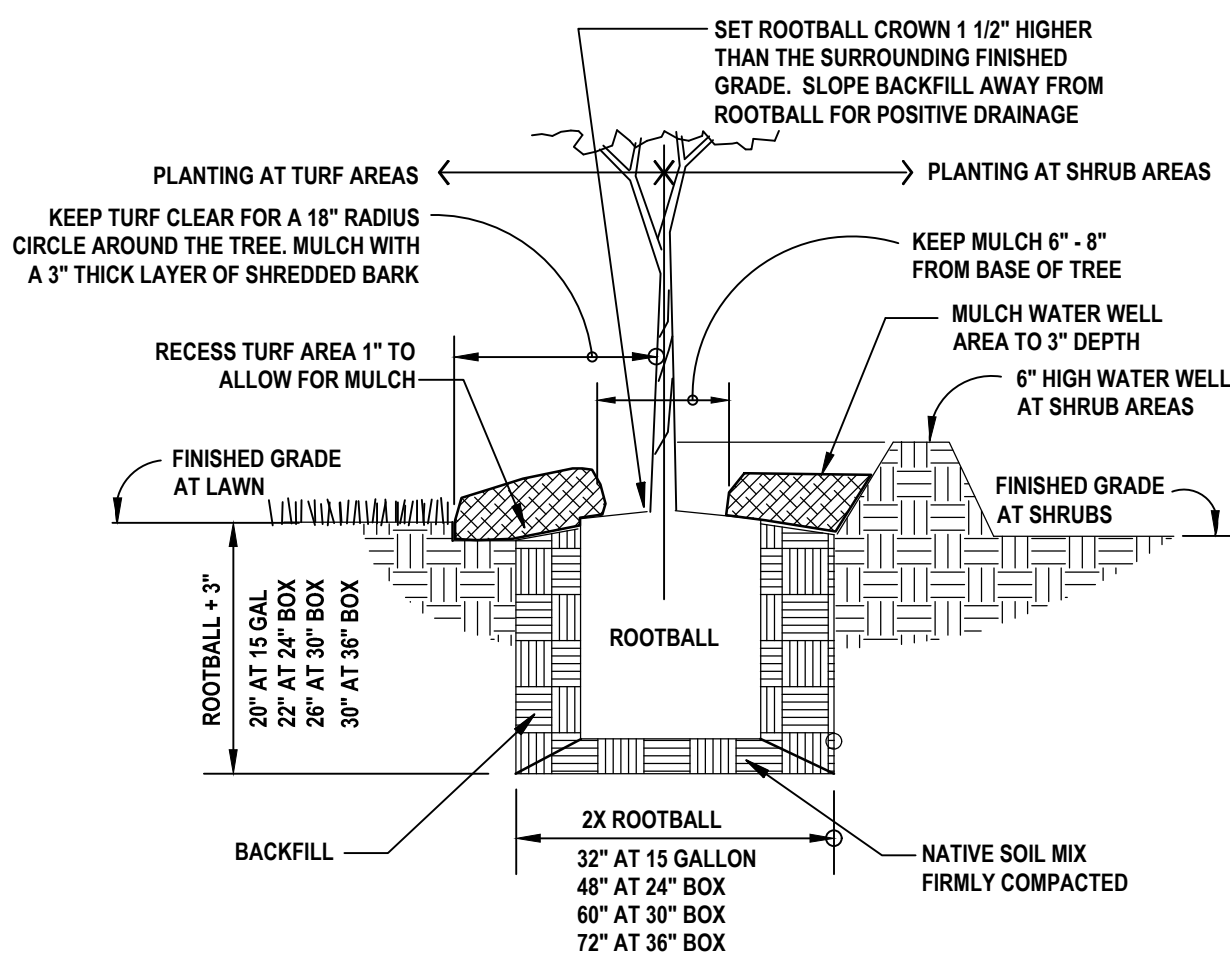


BAHIA SOD





STAKING DETAIL

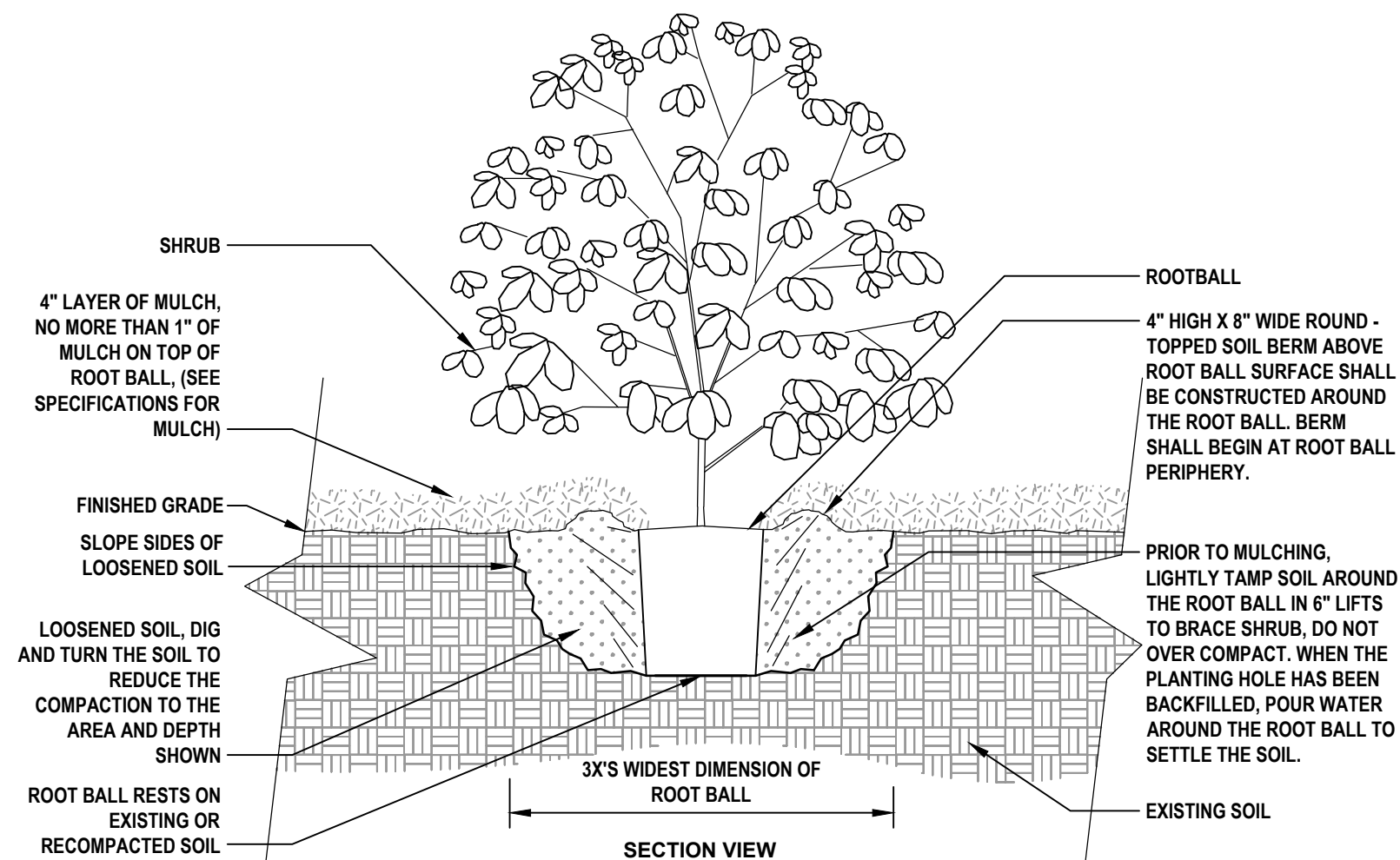


PLANT PIT DETAIL

## 1 TREE PLANTING DETAIL

1" = 1'-0"

P-CO-2022-159-01



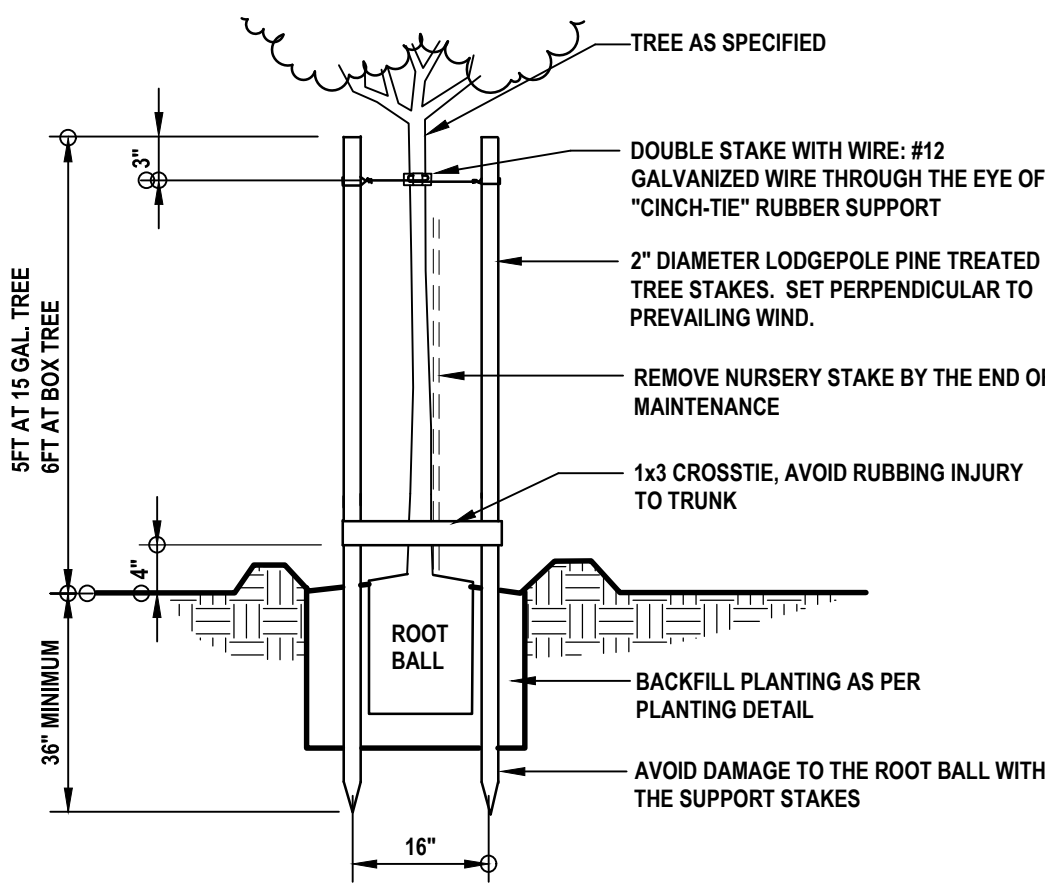
- NOTES:
- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
  - SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

## 3 SHRUB PLANTING DETAIL

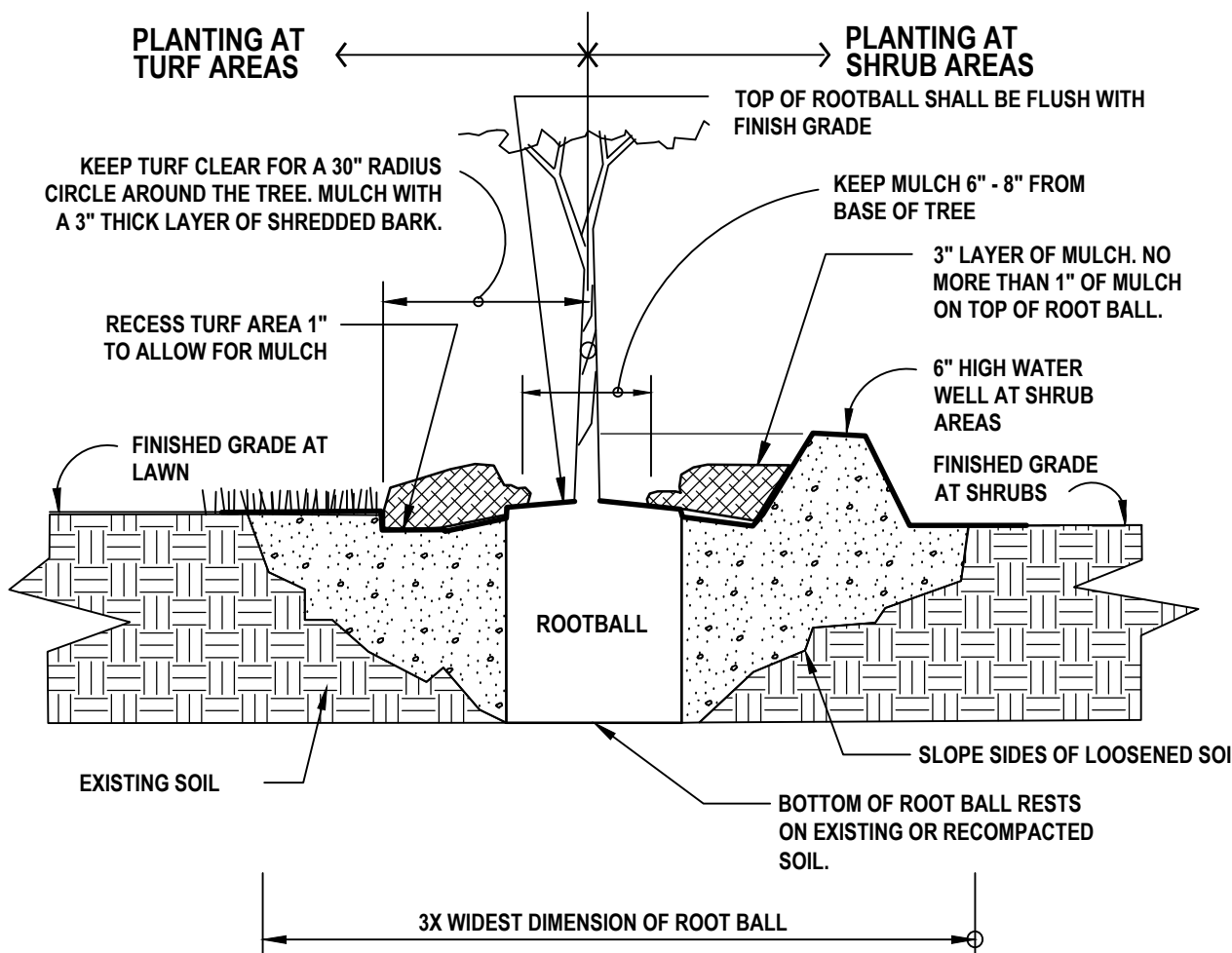
NTS

URBAN TREE FOUNDATION © 2014  
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P-CO-2022-159-04



STAKING DETAIL

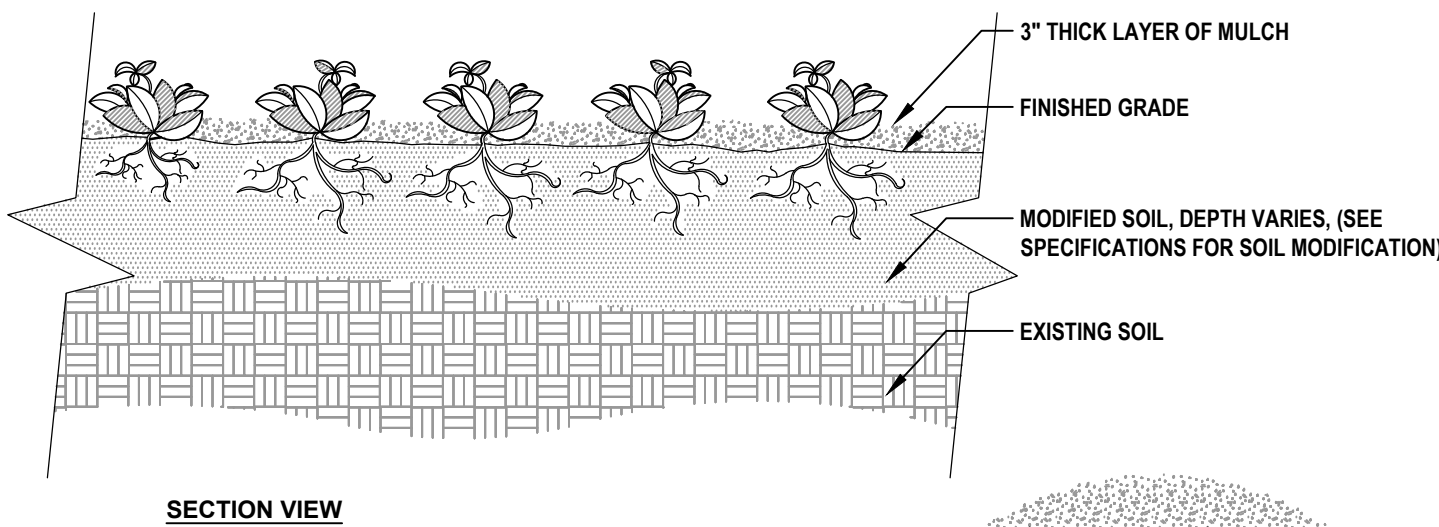


PLANT PIT DETAIL

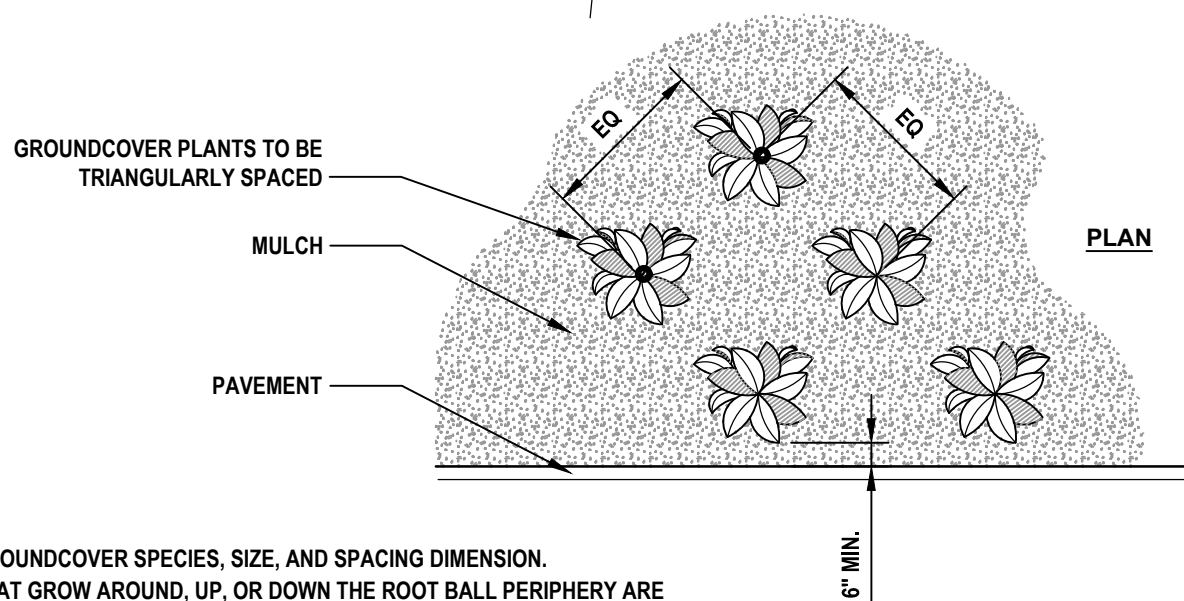
## 2 SMALL TREE PLANTING DETAIL

1" = 1'-0"

P-CO-2022-159-03



SECTION VIEW



- NOTES:
- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
  - SMALL ROOTS (1/2" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
  - SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

## 4 GROUNDCOVER LAYOUT

1/16" = 1'-0"

P-CO-2022-159-02

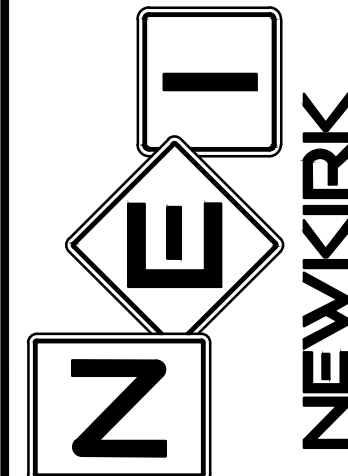
## LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
- ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED. SIZES IN PLANT SCHEDULE ARE MINIMUMS AND EACH MUST BE MET. CONTAINERS MAY NEED TO BE UP SIZED TO MEET ALL SPECIFICATIONS.
- ALL MULCH SHALL BE PINE BARK AND INSTALLED 3" DEEP. TREES IN SOD TO BE IN A 5' MINIMUM-MULCHED RING. ALL PALMS TO BE IN A 3' MULCH RING. MULCH TO BE INSTALLED 6" FROM TRUNK AND 2" FROM PLANTS.
- SOD SHALL BE BAHIA SOD AND SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
- ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
- ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
- NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
- THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
- ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE FLORIDA BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
- EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
- ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
- ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
- ALL TREES AND PALMS MUST BE STAKED USING THE DETAILS PROVIDED OR ARBORGUY STAKING SYSTEMS. ANY STAKING SYSTEM NOT INCLUDED MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
- THE CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE IN WRITING BY OWNER OR OWNER'S REPRESENTATIVE. ALL PLANT MATERIAL SHALL BE WATERED REGULARLY AS NEEDED UNTIL ESTABLISHED. FOR TREES, UP TO ONE YEAR AND FOR SHRUBS/GROUNDCOVER, GENERALLY 2 -3 MONTHS.
- REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED.
- ALL NOXIOUS OR EXOTIC VEGETATION THAT DETRACTS FROM THE APPEARANCE OF THE EXISTING OR PLANTED VEGETATION WITHIN THE TREE PROTECTION AREA OR BUFFERS SHALL BE REMOVED. THE EDGE OF THE AREAS TO REMAIN NATURAL SHALL BE MULCHED 5' IN AND A CURVILINEAR BED LINE SHALL BE CREATED ADJACENT TO SODDED AREAS.

## REVISIONS

| DATE     | DESCRIPTION      |
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| 11/27/23 | CITY COMMENTS    |
| 2/19/24  | CITY COMMENTS    |
| 8/12/24  | P & ZB REVISIONS |
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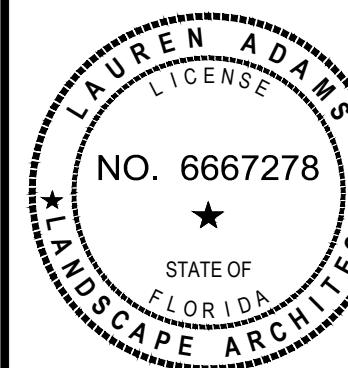
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LANDSCAPE DETAILS  
AND NOTES  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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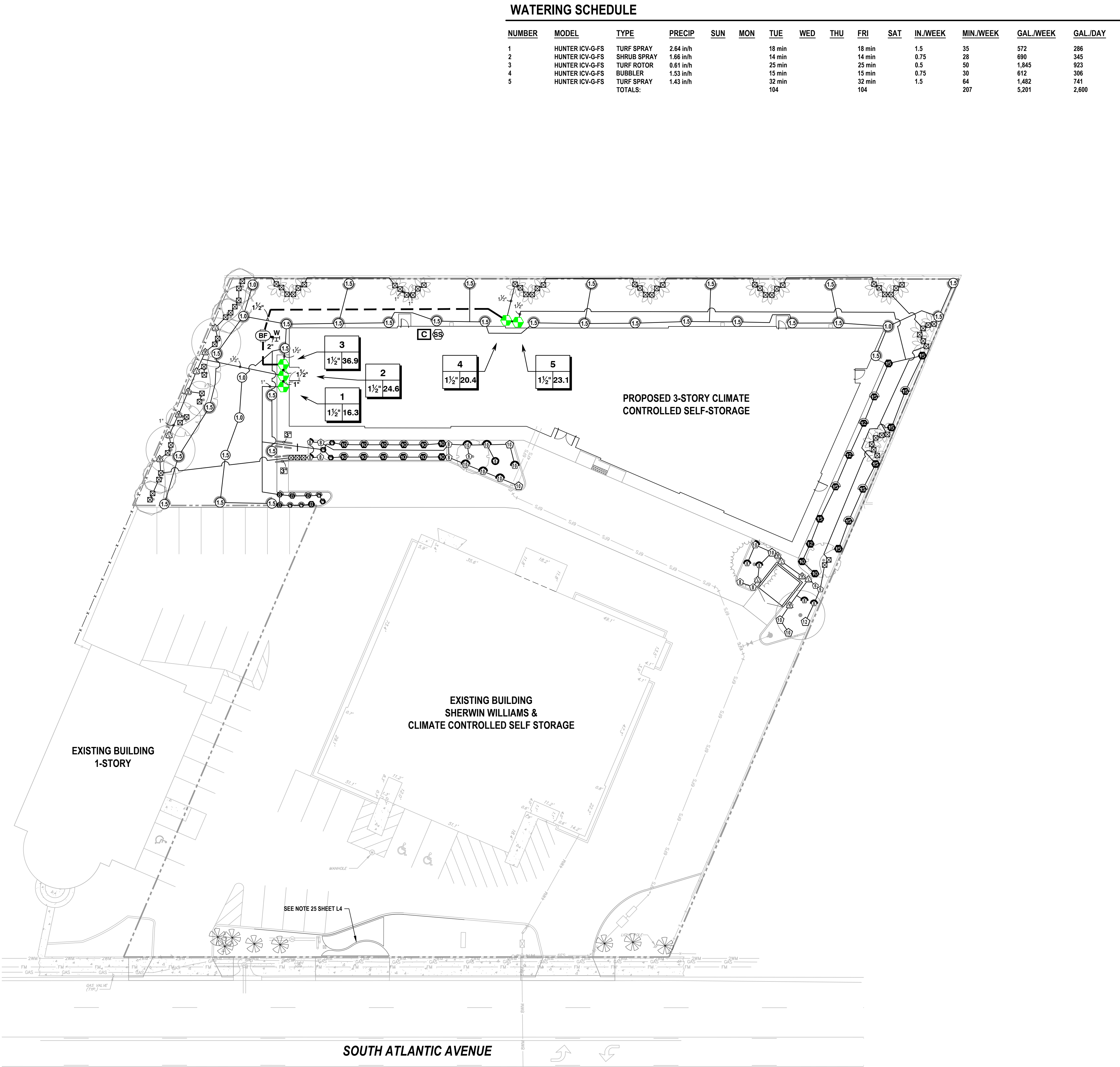
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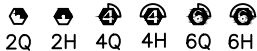
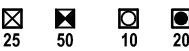
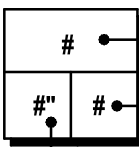
PROJECT No: 2022-159  
DATE: SEPTEMBER 2023  
DESIGN BY: LAA  
DRAWN BY: BWV  
CHECKED BY: LAA  
SCALE: AS SHOWN

DRAWING NUMBER

L2





| IRRIGATION SCHEDULE                                                                   |                                                                                                                                                                                                                                                     |            |     |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|
| SYMBOL                                                                                | MANUFACTURER/MODEL                                                                                                                                                                                                                                  | QTY        | PSI |
|    | HUNTER PROS-06-PRS30-CV-F SHORT RADIUS NOZZLES                                                                                                                                                                                                      | 3          | 30  |
|    | HUNTER PROS-06-PRS30-CV-F 8' RADIUS                                                                                                                                                                                                                 | 4          | 30  |
|    | HUNTER PROS-06-PRS30-CV-F 10' RADIUS                                                                                                                                                                                                                | 10         | 30  |
|    | HUNTER PROS-06-PRS30-CV-F 12' RADIUS                                                                                                                                                                                                                | 2          | 30  |
|    | HUNTER PROS-06-PRS30-CV-F 15' RADIUS                                                                                                                                                                                                                | 5          | 30  |
|    | HUNTER PROS-06-PRS30-CV-F ADJUSTABLE ARC                                                                                                                                                                                                            | 16         | 30  |
|    | HUNTER PROS-12-PRS30-CV-F 5' STRIP SPRAY                                                                                                                                                                                                            | 13         | 30  |
|    | HUNTER PROS-12-PRS30-CV-F 8' RADIUS                                                                                                                                                                                                                 | 7          | 30  |
|    | HUNTER PROS-12-PRS30-CV-F 10' RADIUS                                                                                                                                                                                                                | 7          | 30  |
|    | HUNTER PROS-12-PRS30-CV-F ADJUSTABLE ARC                                                                                                                                                                                                            | 15         | 30  |
|    | HUNTER PCB 10                                                                                                                                                                                                                                       | 73         | 30  |
| SYMBOL                                                                                | MANUFACTURER/MODEL                                                                                                                                                                                                                                  | QTY        | PSI |
|    | HUNTER I-20-06-PRB-SR 1.0                                                                                                                                                                                                                           | 5          | 30  |
|    | HUNTER I-20-06-PRB-SR 1.5                                                                                                                                                                                                                           | 30         | 30  |
| SYMBOL                                                                                | MANUFACTURER/MODEL/DESCRIPTION                                                                                                                                                                                                                      | QTY        |     |
|    | HUNTER ICV-G-FS<br>1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES,<br>GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR<br>COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.                                                      | 5          |     |
|    | ZURN 350XL 1-1/2"<br>DOUBLE CHECK VALVE ASSEMBLY W/ EZSWAP INSERT.                                                                                                                                                                                  | 1          |     |
|    | HUNTER I2C-0880-PL (2)<br>8 STATION OUTDOOR MODULAR CONTROLLER. NO MODULE<br>REQUIRED. COMMERCIAL USE. PLASTIC CABINET.                                                                                                                             | 1          |     |
|    | HUNTER SOLAR-SYNC<br>SOLAR, RAIN FREEZE SENSOR WITH OUTDOOR INTERFACE,<br>CONNECTS TO HUNTER PCC, PRO-C, AND I-CORE CONTROLLERS,<br>INSTALL AS NOTED. INCLUDES 10 YEAR LITHIUM BATTERY AND<br>RUBBER MODULE COVER, AND GUTTER MOUNT BRACKET. WIRED. | 1          |     |
|    | POINT OF CONNECTION<br>4" WELL WITH SUBMERSIBLE PUMP, SEE WELL NOTES SHEET L4                                                                                                                                                                       | 1          |     |
| IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26                                         |                                                                                                                                                                                                                                                     | 2,261 L.F. |     |
| IRRIGATION MAINLINE: PVC CLASS 200 SDR 21                                             |                                                                                                                                                                                                                                                     | 147.8 L.F. |     |
| PIPE SLEEVE: PVC SCHEDULE 40                                                          |                                                                                                                                                                                                                                                     | 11.4 L.F.  |     |
| Valve Callout                                                                         |                                                                                                                                                                                                                                                     |            |     |
|  | Valve Number                                                                                                                                                                                                                                        |            |     |
|                                                                                       | Valve Flow                                                                                                                                                                                                                                          |            |     |
|                                                                                       | Valve Size                                                                                                                                                                                                                                          |            |     |

REVISIONS

| DATE     | DESCRIPTION     |
|----------|-----------------|
| 11/27/23 | CITY COMMENTS   |
| 8/12/24  | P & ZB REVISION |

1230 North US1, Suite 3  
Ormond Beach, Florida 32174  
Phone (386) 872-7794  
www.Newkirk-Engineering.com  
C.A. # 30209  
L.C. # 2600584  
C 2013  
Civil Engineering,  
Transportation, CEI &  
Landscape Architecture

NEWKIRK  
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IRRIGATION PLAN  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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LAUREN ADAMS, RLA # 6667278 ON

LAUREN ADAMS  
LICENSE  
NO. 6667278  
STATE OF FLORIDA  
LANDSCAPE ARCHITECT

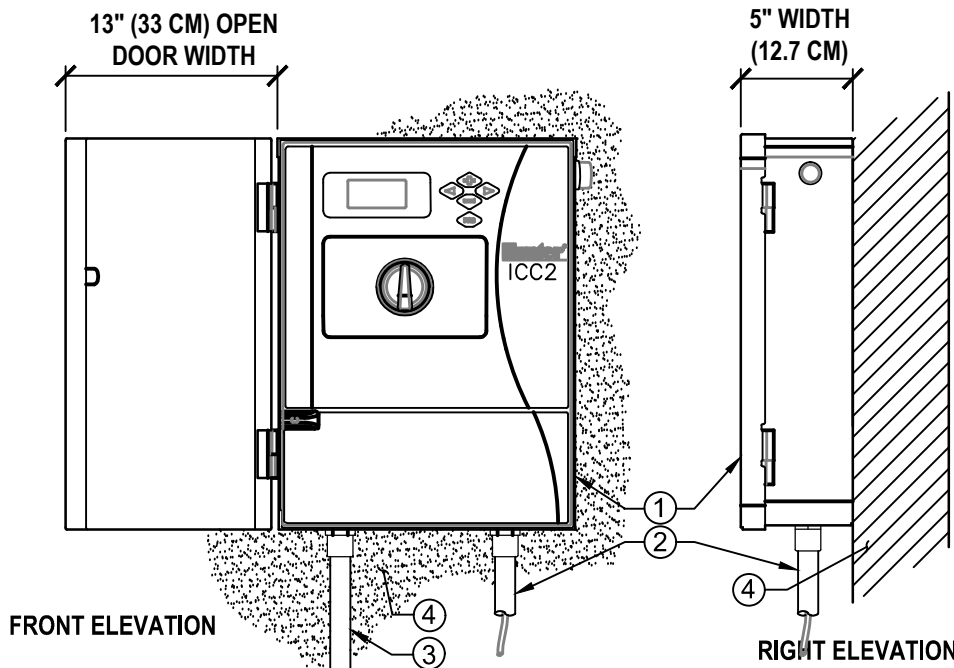
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PROJECT No: 2022-159  
DATE: SEPTEMBER 2023  
DESIGN BY: LAA  
DRAWN BY: BWV  
CHECKED BY: LAA  
SCALE: 1" = 20'

DRAWING NUMBER

L3





NOTE:  
MOUNT CONTROLLER LCD SCREEN AT EYE  
LEVEL, CONTROLLER SHALL BE  
HARD-WIRED TO GROUNDED 110 VAC  
POWER SOURCE

LEGEND:

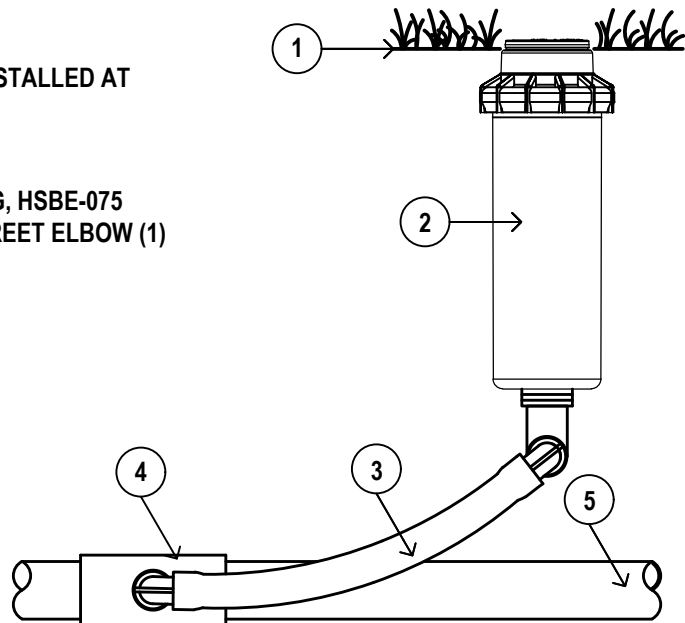
- 1 IRRIGATION CONTROLLER (12C-800-M) PER PLAN
- 2 IRRIGATION CONTROL WIRE IN CONDUIT SIZE  
AND TYPE PER LOCAL CODES
- 3 ELECTRICAL SUPPLY CONDUIT CONNECT TO  
POWER SOURCE, J-BOX INSIDE CONTROLLER
- 4 ADJACENT SURFACE TO MOUNT CONTROLLER  
PER PLAN

1 HUNTER ICC2 CONTROLLER

1/8" = 1'-0"

P-CO-2022-159-21

- 1 FINISH GRADE
- 2 SPRAY OR ROTOR HEAD INSTALLED AT  
FINISH GRADE
- 3 SWING JOINT:  
HUNTER 'PRO-FLEX' TUBING, HSBE-075  
ELBOWS (2), & MARLEX STREET ELBOW (1)
- 4 LATERAL TEE OR ELL
- 5 LATERAL PIPE



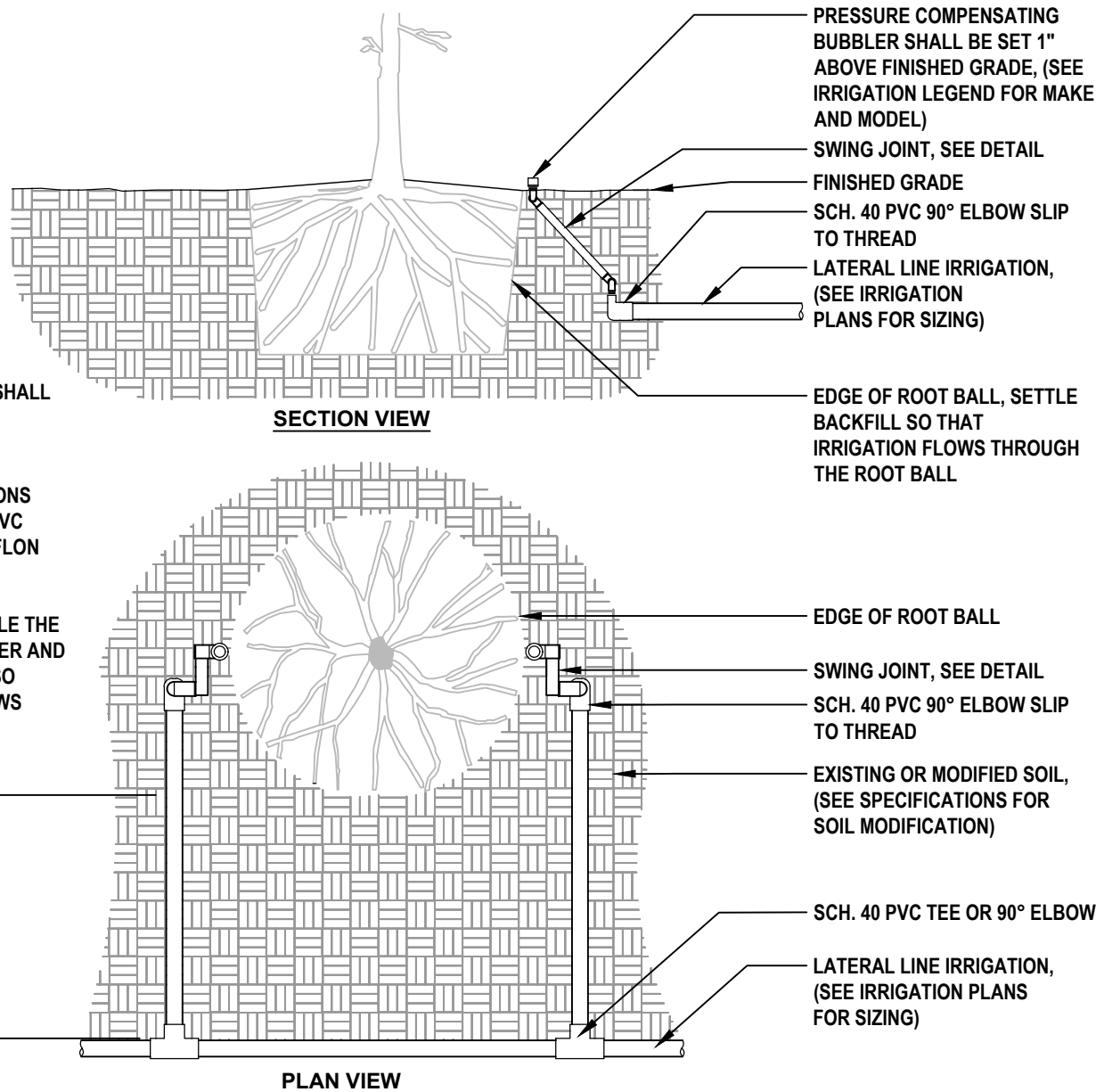
3 SPRAY HEAD AND ROTOR DETAIL

1/4" = 1'-0"

P-CO-2022-159-17

NOTES:

1. ALL IRRIGATION FITTINGS SHALL  
BE SCH. 40 PVC UNLESS  
SPECIFIED OTHERWISE.
2. ALL THREADED CONNECTIONS  
FROM SCH. 40 TO SCH. 80 PVC  
SHALL BE MADE USING TEFLON  
TAPE.
3. CONTRACTOR SHALL SETTLE THE  
AREA AROUND THE BUBBLER AND  
EDGE OF THE ROOT BALL SO  
THAT ALL IRRIGATION FLOWS  
THROUGH THE ROOT BALL.

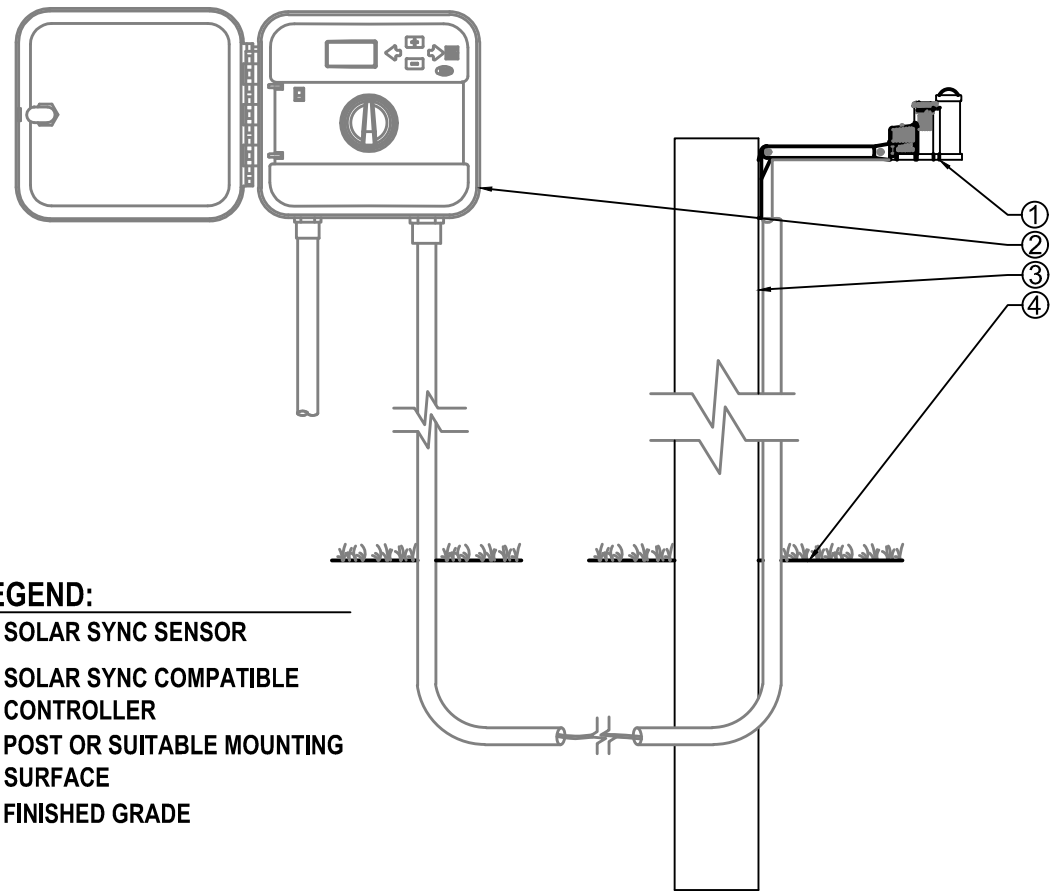


5 IRRIGATION BUBBLER (2) W/ LAYOUT

3/4" = 1'-0"

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P-CO-2022-159-05



LEGEND:

- 1 SOLAR SYNC SENSOR
- 2 SOLAR SYNC COMPATIBLE  
CONTROLLER
- 3 POST OR SUITABLE MOUNTING  
SURFACE
- 4 FINISHED GRADE

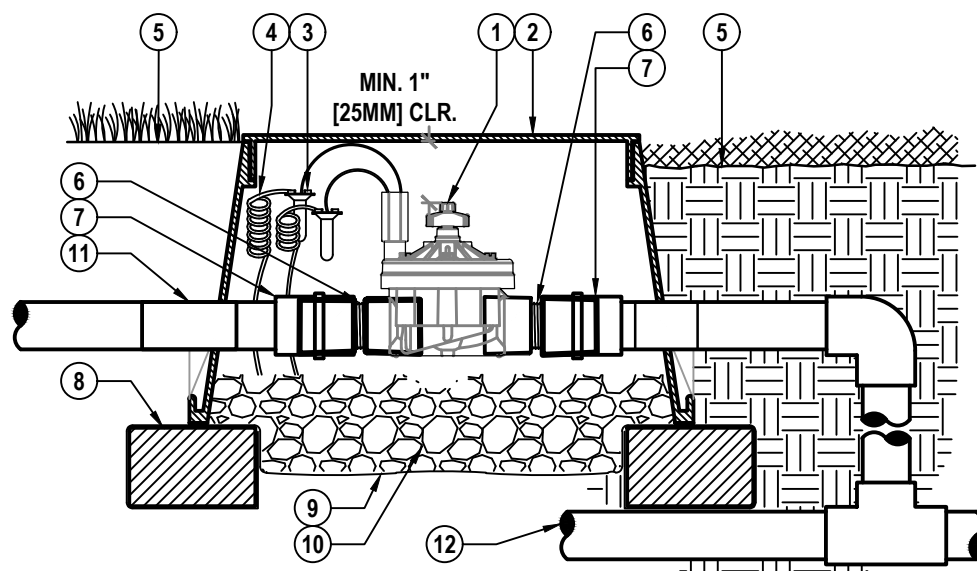
2 HUNTER SOLAR SYNC SENSOR

1/8" = 1'-0"

P-CO-2022-159-22

LEGEND

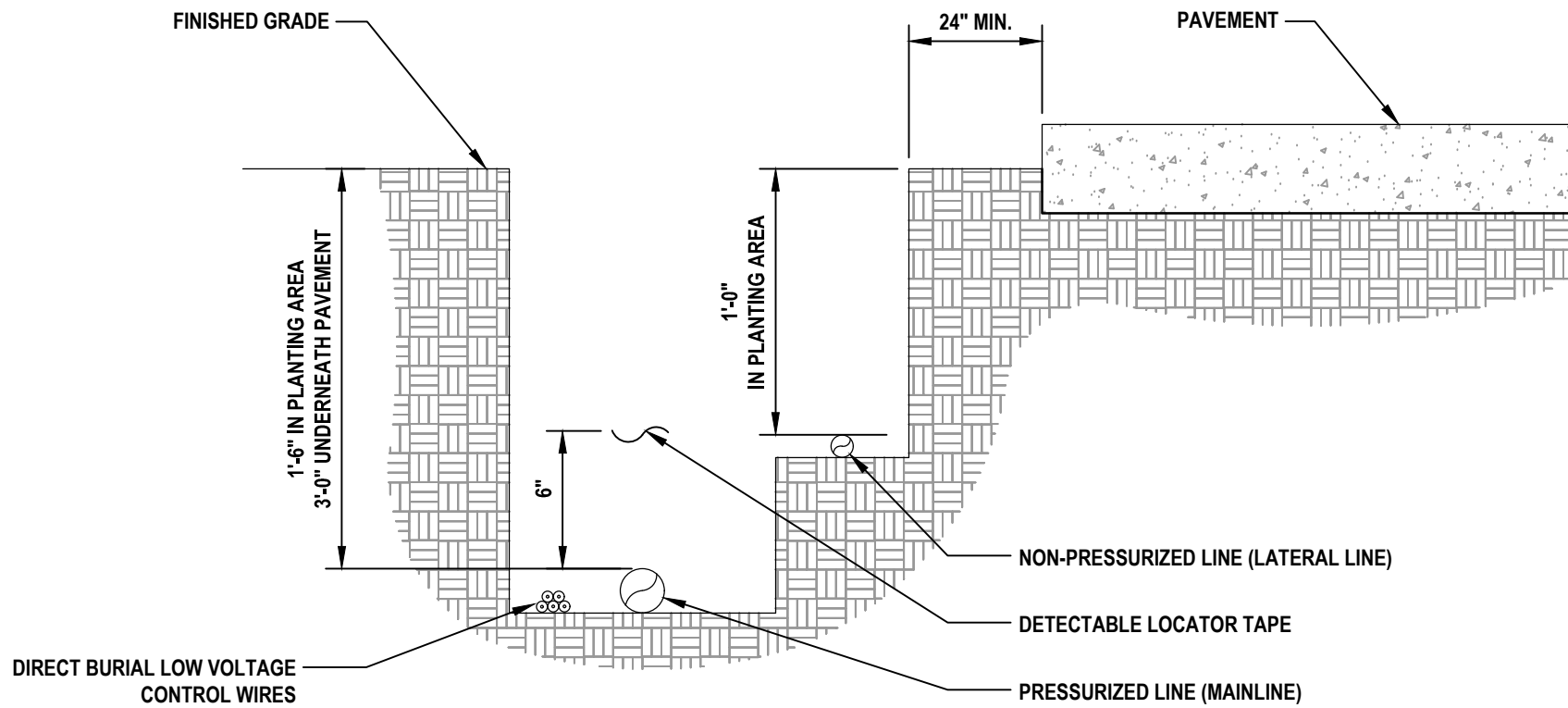
- 1 HUNTER REMOTE CONTROL VALVE (ICV)  
WITH FLOW CONTROL
- 2 IRRIGATION VALVE BOX: HEAT STAMP LID  
WITH 'RCV' IN 2" LETTERS
- 3 WATERPROOF CONNECTORS (2)
- 4 18"-24" COILED WIRE TO CONTROLLER
- 5 FINISH GRADE AT ADJACENT SURFACE  
(TURF OR MULCH)
- 6 SCH. 80 CLOSE NIPPLE, SIZE PER RCV
- 7 PVC SLIP X FPT ADAPTOR
- 8 BRICK SUPPORTS (4)
- 9 FILTER FABRIC - WRAP TWICE AROUND  
BRICK SUPPORTS
- 10 3/4" WASHED GRAVEL - 4" MIN. DEPTH
- 11 IRRIGATION LATERAL
- 12 MAINLINE AND FITTINGS



4 HUNTER REMOTE CONTROL VALVE (ICV)

1 1/2" = 1'-0"

P-CO-2022-159-20



NOTES:

1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
2. DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
3. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
4. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

6 IRRIGATION TRENCHING

1 1/2" = 1'-0"

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P-CO-2022-159-15

IRRIGATION NOTES

1. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING  
UTILITIES AND CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
2. CHECK PRESSURE AND GPM OF WATER SUPPLY BEFORE BEGINNING JOB AND  
REPORT FINDING TO LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT WILL  
MAKE ANY ADJUSTMENT NECESSARY TO MAKE SYSTEM WORK AT ITS BEST.
3. THE PLAN IS SCHEMATIC ONLY. THE CONTRACTOR SHALL INSTALL PIPING IN A MINIMUM  
NUMBER OF TRENCHES AND SHALL INSTALL PIPE IN A MINIMUM LENGTH.
4. IRRIGATION LINES ARE SHOWN DIAGRAMMATICALLY AND ARE INTENDED TO SHOW  
DISTRIBUTION ZONES ONLY. LINES LOCATED UNDER PAVEMENT SHALL BE KEPT TO A  
MINIMUM AND ALL PIPING UNDER PAVED AREAS SHALL BE SLEEVED.
5. WHEN INSTALLING IRRIGATION PIPING IN ISLAND AND OTHER NARROW PLANTING AREAS  
RUN PIPING CLOSE TO CURB AND NOT DOWN THE MIDDLE OF THE PLANTING AREA.  
(BEFORE DOING IRRIGATION GET A COPY OF THE LANDSCAPE PLAN AND KEEP IRRIGATION  
LINES OUT OF PLANTING AREAS WHERE POSSIBLE.)
6. QUANTITIES FOR IRRIGATION MATERIALS MAY BE ESTIMATES. CONTRACTOR SHALL DO  
THEIR OWN TAKEOFF.
7. INSTALL SLEEVE PIPING WHERE SHOWN ON THE DRAWINGS AT THE PROPER DEPTH. ALL  
SLEEVE PIPE SHALL BE SCHEDULE 40 PVC PIPE INSTALLED A MINIMUM OF 20" BELOW  
FINISHED PAVING GRADES. ALL SLEEVES WHEN PLACED IN FIELD ARE TO BE LOCATED BY  
A METAL PIPE AT EACH END AND LOCATED FROM TWO STATIONARY POINTS BY TAPE  
MEASUREMENTS.
8. ALL LATERAL PIPE SHALL BE INSTALLED A MINIMUM OF 12" BELOW GRADE.
9. ALL TRENCHING SHALL BE KEPT OUT OF THE DRIP LINE AREA OF ALL EXISTING TREES. USE  
RADIAL LINES OR TUNNELING WHEN NECESSARY TO ENCR OACH INTO THE DRIP LINE AREA  
OF TREES.
10. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS WITHIN  
THE PROJECT LIMITS FOR CONCEALMENT PURPOSES.
11. RISERS ARE TO BE HIDDEN COMPLETELY IN SHRUBBERY OR PAINTED BLACK AND IN NO  
CASE BE HIGHER THAN THE SHRUBBERY INSTALLED.
12. ALL VALVES SHALL BE INSTALLED IN VALVE BOXES. PROVIDE A 6" GRAVEL SUMP AT THE  
BOTTOM OF ALL VALVE BOXES AND INSTALL 1/2" TO 1" DIAMETER GRAVEL AT THE BOTTOM  
OF THE VALVE PIT.
13. IRRIGATION SHALL MEET ALL APPLICABLE CURRENT MUNICIPAL, COUNTY, STATE OR  
FEDERAL CODES, ORDINANCES AND REGULATIONS THAT HAVE JURISDICTION.
14. THERE SHALL BE A MINIMUM OF FOUR (4) INCHES OFFSET BETWEEN THE IRRIGATION  
EQUIPMENT AND PAVEMENT.
15. THERE SHALL BE A MINIMUM OF TWELVE (12) INCHES BETWEEN THE IRRIGATION  
EQUIPMENT AND STRUCTURES.
16. THERE SHALL BE NO DIRECT SPRAY ON WALKWAYS, BUILDINGS, DRIVES OR ROADWAYS.
17. ALL TURF IRRIGATION HEADS SHALL PROVIDE 100% HEAD TO HEAD COVERAGE.
18. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
19. ALL SPRAY HEADS ARE TO BE A MINIMUM OF 6" POP-UP AND ALL HEADS IN PLANTING  
AREAS TO BE 12" POP-UP OR RISERS. RISERS SHALL BE PAINTED HUNTER GREEN.
20. ALL DRIP ZONES SHALL INCLUDE AN AIR RELIEF VALVE INSTALLED IN A VALVE BOX AT  
OPTIMAL HIGHEST POINT FROM THE CONTROL ZONE KIT. MULTIPLE AIR RELIEF VALVES  
MAY BE NEEDED TO ACCOMMODATE DIFFERENCES IN GRADE. ECO-INDICATOR TO BE  
INSTALLED AT OPTIMAL FURTHEST POINT FROM CONTROL ZONE KIT IN CLEAR VIEW WHEN  
POPPED UP. FLUSH POINT TO BE INSTALLED AT OPTIMAL FURTHEST POINT FROM CONTROL  
ZONE KIT TO ALLOW FOR MAXIMUM DEBRIS FLUSH IN SYSTEM.
21. ALL DRIP ROWS SHALL BE SPACED A MINIMUM OF 12" APART AND A MAXIMUM OF 18"  
APART.
22. ELECTRICAL TO CONTROLLER SHALL BE SUPPLIED BY ELECTRICAL CONTRACTOR (NOT  
IRRIGATION CONTRACTOR).
23. TREE PROTECTION AREA. HAND TRENCH ALL PIPING IN THESE AREAS TO AVOID IMPACTING  
THE CRITICAL PROTECTION ZONE OF THE EXISTING TREES TO REMAIN (TYP).
24. CONTRACTOR TO PROVIDE CONTROLLER HANDBOOK AND OPERATION INSTRUCTIONS,  
AS-BUILT ZONE DIAGRAM, INCLUDING LOCATIONS AND SIZE OF COMPONENTS, AND SOLID  
MOISTURE SENSOR PROBE LOCATION IF APPLICABLE. PRECIPITATION RATES FOR EACH  
ZONE, AND SCHEDULE RUN TIMES, WINTER AND SUMMER TO THE OWNER.
25. NEW LANDSCAPING TO BE TIED INTO EXISTING SYSTEM AND WATERED DURING  
ESTABLISHMENT PERIOD AS NECESSARY.

WELL & PUMP NOTE

1. PUMP SPECIFICATIONS:  
  
PUMP MUST PROVIDE A MINIMUM OF 45 GALLONS PER MINUTE @ 55 PSI AT HEAD.
2. THE WELL SHALL BE CAPABLE OF PROVIDING REQUIRED WATER QUANTITY WITH  
FOLLOWING WATER QUALITY:  
A. AT THE REQUIRED FLOW WATER SHALL BE CLEAR AND FREE OF SAND AND  
OTHER DEBRIS LARGER THAN .030" IN DIAMETER.  
B. WATER SHALL BE CONSIDERED SAND FREE WHEN NO SAMPLE, TAKEN DURING  
TEST PUMPING, CONTAINS MORE THAN 2 PARTS PER MILLION OF SUSPENDED  
SOLID WEIGHT.  
C. MAXIMUM IRON ALLOWED IN THE WELL WATER SHALL BE LESS THAN 0.3 PARTS  
PER MILLION.  
D. MAXIMUM SALT CONTENT SHALL BE LESS THAN 300 PARTS PER MILLION.

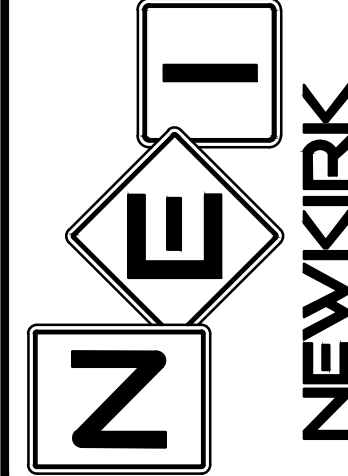
PLANT ESTABLISHMENT

1. IRRIGATE EVERY DAY FOR ONE MONTH.
2. IRRIGATE EVERY OTHER DAY FOR ONE ADDITIONAL MONTH.
3. IRRIGATE TWICE A WEEK THEREAFTER OR MORE OFTEN DURING  
DRY PERIODS IF PLANTS ARE SHOWING SIGNS OF DISTRESS  
SUCH AS WILTING OR BROWNING.
4. ENSURE RAIN SENSOR IS OPERATING CORRECTLY AND SYSTEM  
IS NOT WATERING ON DAYS WHEN IT RAINS.

REVISIONS

| DATE     | DESCRIPTION     |
|----------|-----------------|
| 11/27/23 | CITY COMMENTS   |
| 8/12/24  | P & ZB REVISION |
|          |                 |
|          |                 |
|          |                 |
|          |                 |
|          |                 |

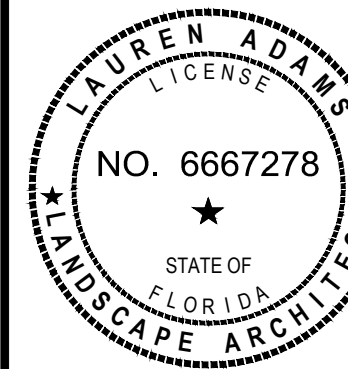
1230 North US1, Suite 3  
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www.Newkirk-Engineering.com  
C.A. # 30209  
L.C. # 2600584  
C 2013  
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Transportation, CEI &  
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IRRIGATION DETAILS  
AND NOTES  
SHORES DEPOT  
2616 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

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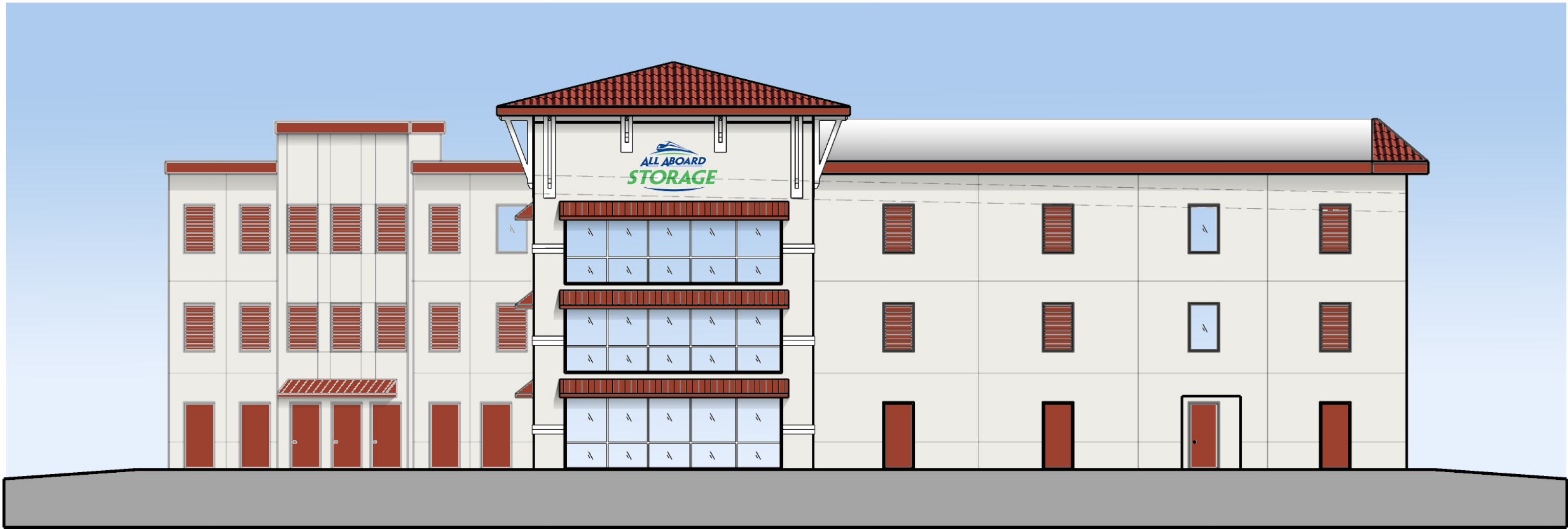
|                |                |
|----------------|----------------|
| PROJECT No:    | 2022-159       |
| DATE:          | SEPTEMBER 2023 |
| DESIGN BY:     | LAA            |
| DRAWN BY:      | BWV            |
| CHECKED BY:    | LAA            |
| SCALE:         | AS SHOWN       |
| DRAWING NUMBER | L4             |

L4





SOUTH FACADE



NORTH FACADE



WEST FACADE



EAST FACADE

| BUILDING MATERIALS/COLORS LEGEND |                         |                       |
|----------------------------------|-------------------------|-----------------------|
| ELEMENT                          | MATERIAL                | COLOR                 |
| 1 MAIN WALLS                     | STUCCO / PAINTED        | PPG JACKSON ST. CREAM |
| 2 ROOF                           | TILE ROOF - TERRA COTTA | RED                   |
| 3 BANDING / TRIM                 | FOAM / STUCCO / PAINTED | PPG TOASTED ALMOND    |
| 4 BRACKETS                       | STUCCO / PAINTED        | PPG TOASTED ALMOND    |
| 5 BUILDING CORNICE               | FOAM / STUCCO / PAINTED | PPG RED               |
| 6 BAHAMA SHUTTERS                | COMPOSITE OR ALUMINUM   | PPG RED               |
| 7 EAVE TRIM                      | WOOD / PAINTED          | PPG RED               |
| 8 GUTTERS / DOWNSPOUTS           | METAL / PAINTED         | PPG JACKSON ST. CREAM |
| 9 PRE-ENGINEERED CANOPY          | METAL OR CANVAS         | PPG RED               |
| 10 MANSARD ROOF                  | TILE ROOF - TERRA COTTA | RED                   |

NOTES: 1) ALL TENANT SIGNAGE TO BE DESIGNED BY OTHERS AND MEET GUIDELINES OF DAYTONA BEACH LAND DEVELOPMENT CODE ARTICLE 6 SEC. 6.10

GENERAL NOTES:  
ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE  
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.  
ALL WORK MUST COMPLY WITH THE 2020 (7TH) EDITION (EXPOSURE "D") OF THE FLORIDA BUILDING CODE SECT. 1609/140 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION  
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE THE BUILDING RISK CATEGORY IS "1"  
INTERNAL PRESSURE COEFFICIENT IS +/- 0.18 IN ACCORDANCE WITH ASCE 7-16  
ALL GLAZING IS TO BE NON IMPACT RESISTANT

| REVISIONS                    |  |
|------------------------------|--|
| △ SITE COMMENTS #1 (11.9.23) |  |
|                              |  |
|                              |  |

DAYTONA BEACH SHORES - SELF STORAGE

OWNER/DEVELOPER: ANDREW CLARK, MANAGER, 240 RIDGEWOOD AVENUE, SUITE 201, PORT ORANGE, FL 32127 - PH: (386) 236-1970 FX: (386) 577-6365  
PROJECT LOCATION: 2616 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118  
GENERAL CONTRACTOR: COLEMAN GOODENOTE CONSTRUCTION, INC., HAROLD GOODENOTE, CCC 028792, 619 NORTH BEACH STREET, DAYTONA BEACH, FL 32114, PH: (386) 253-6692

**BPE**  
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) 257-0002 FX: (386) 257-1050  
EMAIL: bfredley@bpdsgn.com WEBSITE: bpdsgn.com

COLORED BUILDING ELEVATIONS

DRAWN BY: 

NOVEMBER 9, 2023

CHECKED BY: DBP & BPF

DATE: 

NOVEMBER 9, 2023

SCALE: 3/32"=1'-0"

SHT NO.

0 1' 4' 10' 20' 27'

ARCHITECT'S / ENGINEER'S SEAL





## PLANNING ANALYSIS

|                             |                                                                                                                                           |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPLICATION NO:</b>      | Regular Site Plan RSP12023048                                                                                                             |
| <b>PROJECT NAME:</b>        | SHORES DEPOT - ALL ABOARD STORAGE,<br>Interior Storage Facility                                                                           |
| <b>PROJECT LOCATION:</b>    | 2616 South Atlantic Avenue                                                                                                                |
| <b>PARCEL ID:</b>           | 5322 0004 0140                                                                                                                            |
| <b>OWNER:</b>               | 2616 Atlantic LLC (Name changed from 91 Oneida LLC on 4-29-24)                                                                            |
| <b>PROJECT COORDINATOR:</b> | Garrett Bogart, E.I.                                                                                                                      |
| <b>STAFF CONTACT:</b>       | Gwyn Herstein, City Planner                                                                                                               |
| <b>REQUEST:</b>             | <i>Approval of site plan application, RSP12023048, which would allow construction of a 3-story 36,104 sq ft interior storage facility</i> |

### A. EXISTING ZONING AND LAND USE

**Table 1** below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

**Table 1:** Zoning and Land Use Area Description

| Location         | Zoning  | Current Land Use                      |
|------------------|---------|---------------------------------------|
| Subject Property | GC-RD   | Sherwin Williams & All Aboard Storage |
| North            | P       | Beachcomber Park                      |
| Southeast        | GC-RD   | Cow Lick's Ice Cream                  |
| Southwest        | RMF-2   | Twenty-Six Twenty-Six Condominium     |
| East             | T-RMF-1 | RMF-1 Sandpoint Condominium           |
| West             | RMF-3   | Sea Haven Townhomes                   |

**Notes:** GC-RD = General Commercial Redevelopment District, P = Public/Quasi Public, RMF-2 = Multi-Family Residential District (Medium Density), T-RMF-1 = Hotel/Motel-Residential Multifamily (High Density) District, RMF-3 = Multi-Family Residential District (Low-Density).

As seen in **Table 1** above and **Exhibit A**, the subject property has a zoning designation of GC-RD. Pursuant to Sec. 14-58.1.2.D.2. of the Daytona Beach Shores Land Development Code (LDC), Interior Storage uses are permitted in the GC-RD District with an approved Special Exception. Special Exception SPEX12022030 was approved for Interior Storage at this location by the Planning and Zoning Board on March 13, 2023.

## **B. COMPREHENSIVE PLAN (2030)**

According to the City's Adopted Comprehensive Plan (2030) Future Land Use Map, the future land use (FLU) classification of the subject property is *Tourist Oriented Commercial*. Comprehensive Plan **Policy 1-1.1.2.3.** sets commercial intensity limits at a maximum of 35% lot coverage and a maximum building height of 45 feet. **Policy 1-1.5.1.** and **Policy 1-1.5.5.** promote compatibility between adjacent, dissimilar land uses by requiring special consideration, landscape buffers, and space between uses. Considering the aforementioned and that the proposed development would have both a lot coverage of 34.5% and a maximum building height of 32 feet plus a neighbor-requested terra cotta roof feature, and would adhere to seven other owner/neighbor conversation-derived conditions, the proposed site plan is consistent with the City's Adopted Comprehensive Plan (2030) and existing FLU classification.

## **C. REVIEW AND COMMENTS**

**PLANNING:** Gwyn Herstein, City Planner, under the direction of Stewart Cruz, AICP, Community Services Department Director

### **1. General Description**

The development site is located at 2616 South Atlantic Avenue (**Exhibit B**). This site has an acreage of 1.56 acres and street frontage of 221.9 feet along South Atlantic Avenue. The Shores Depot - All Aboard Self Storage site plan proposes construction of a 3-story, self-storage building with a 12,450 sq foot building footprint on the westerly portion of this irregularly shaped property. The gross floor area of the proposed building is 36,104 sq feet which will be divided into approximately 123 units of various sizes. There is currently no structure on this portion of the property, though some areas are pavement-covered and others are vacant vegetation.

On the easterly portion of this site, a 1-story, 11,107 sq foot building sits. The building is occupied by a Sherwin Williams paint store and an All Aboard Self Storage business. This building will remain.

### **2. Stormwater**

To accommodate the net 4% increase in impervious surface on the developed property, a shallow swale will be placed near the west property line. In all other areas of the property, existing drainage patterns will be maintained. The City engineer has approved this site plan as conforming with the City's Land Development Code and stormwater regulations.

### **3. Access**

The development plan shows vehicular and pedestrian access via two (2) driveway connections to South Atlantic Avenue near the northeast and southeast ends of the property. The City's Public Safety Department has reviewed both access points and has no objection to their location.

#### 4. Parking & Transportation

Twenty-nine (29) parking spaces are required to serve the proposed development and the businesses in the existing building on the property; thirty-five (35) spaces are shown on the plan, inclusive of four (4) ADA spaces.

A 1983 Reciprocal Grant of Easement exists between this property and the property on which the Cow Lick's Ice Cream establishment sits. The Cow Lick's property is immediately southeast of the proposed development site and bears Volusia County parcel identification number 5322 0004 0150. Accordingly, development plans and traffic and parking analyses for this project address parking requirements on both the property being developed and the Cow Lick's property. These analyses, based on information regarding the Cow Lick's Ice Cream business which is consistent with City records and the City's Land Development Code, demonstrate that fourteen (14) parking spaces are required on this separate, adjacent property. Twenty (20) parking spaces are shown on the plan, inclusive of one (1) ADA space.

Further, according to the Parking Demand Justification Letter (**Exhibit C**) provided by the project transportation engineer, average parking space utilization is expected to yield between forty-one (41) and forty-four (44) occupied spaces, while peak utilization is expected to yield between forty-five (45) and forty-seven (47) occupied spaces, depending on the time of day and the day of the week. This stated usage by the proposed building and the two existing buildings will be accommodated by the proposed total of fifty-five (55) spaces across both properties.

Additionally, according to the Trip Generation Statement traffic analysis (**Exhibit D**) provided by the project transportation engineer, daily additional trips generated by the proposed development should average ninety-one (91). These additional trips will increase average daily trips to and from the property by 9.0% so should not adversely impact the South Atlantic Avenue transportation corridor, which is currently operating at acceptable levels of service.

#### 5. Public Facilities

The proposed storage facility will not have a restroom or other sewer demand. Office check-in and restroom facilities will be available in the existing building, which currently houses the business office. All public facilities have adequate capacity to accommodate the proposed development at the City's adopted levels of services (**Exhibit E**).

#### 6. Landscaping

Twelve (12) trees and two (2) different species of tree are required to be added to the site. The developer proposed to the Planning and Zoning Board and was approved to add thirty (30) trees in seven (7) different tree species (**Exhibit F.1.**). A new plan was submitted August 19, 2024, to provide twenty-two (22) trees in seven (7) different tree species in lieu of the aforementioned. Adequate perimeter and interior landscaping are provided as required. Considering this information, the proposed landscape plans meet and, at times, exceed the City's landscape design requirements and meet the Special Exception Conditions identified in Exhibit H (**Exhibit F.2.**).

## **7. Development Plan**

As seen in the attached site development plan review checklist (**Exhibit G**), the proposed plans meet the requirements of the City's Land Development Code.

## **8. Conditions for Approval**

Related to conditional approval of associated Special Exception SPEX 12022030 and unsubmitted requirements associated with this site plan application, certain conditions for approval of Regular Site Plan RSP 12023048 must be met. Per **Exhibit H**, applicable conditions have been satisfied. Other conditions will be addressed during the building permitting phase of the development.

## **9. Public Notices**

Required public notification requirements of newspaper publishing and placard posting on the site, both at least ten (10) days prior to the first hearing, have been met, per **Exhibit I**.

### **D. PLAN REVIEWERS**

COMMUNITY SERVICES: Stewart Cruz, AICP, Department Director

See above.

PUBLIC WORKS: Tom Brown - Public Works/Sewer Deputy Director

The Deputy Director has reviewed the site plan, including the landscaping and irrigation plans, and his comments have been addressed.

PUBLIC SAFETY: Lt. Medders –Support Services Division Lieutenant

The Support Services Lieutenant has reviewed the site plan and his comments have been addressed.

ENGINEERING: Michelle Widick, P.E. – Zev Cohen

The City's civil engineering consultant has reviewed the site plan and her comments have been addressed.

PLANNING & ZONING BOARD:

At its August 12, 2024, public hearing, the Daytona Beach Shores Planning and Zoning Board considered RSP12023048 as presented and recommended approval.

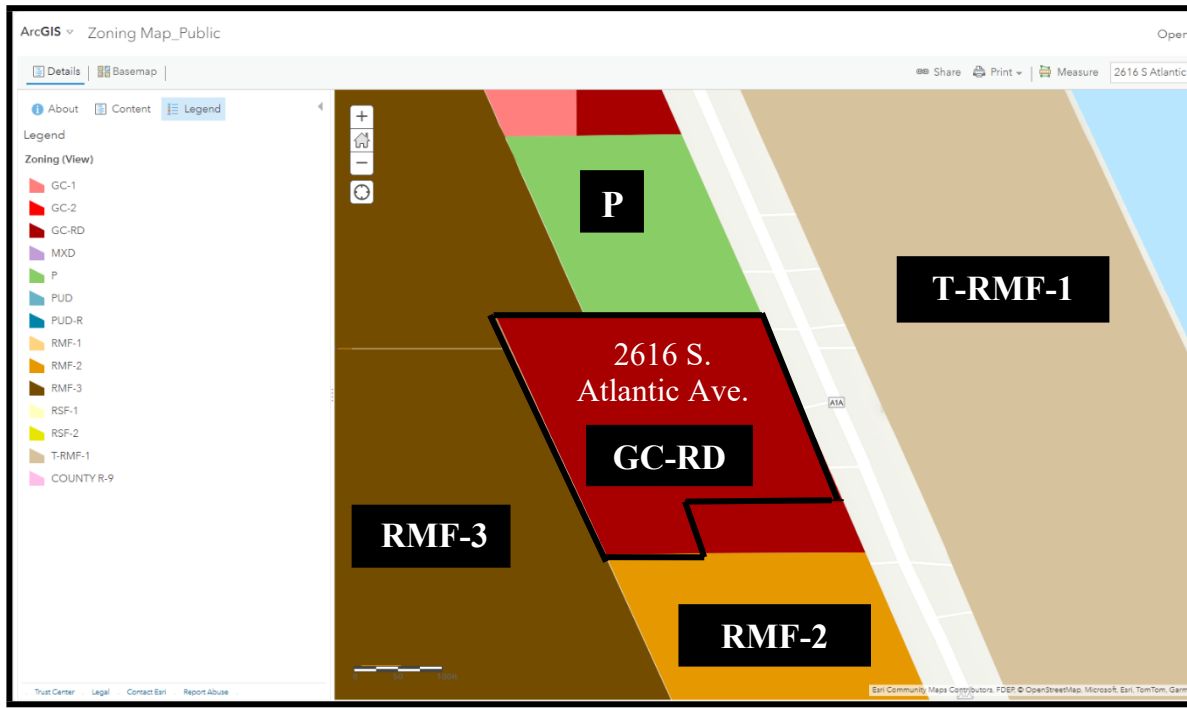
### **E. STAFF RECOMMENDATION**

Staff recommends approval of the Shores Depot - All Aboard Storage Regular Site Plan RSP12023048 as presented, with the conditions identified in Exhibit H.



## EXHIBIT A

### Zoning and Location Maps - 2616 S. Atlantic Avenue



## EXHIBIT B

Aerial View - 2616 S. Atlantic Avenue



Source: Volusia County Property Appraiser, 2021

## EXHIBIT C

### Parking Demand Analysis (3 Pages)



## NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

September 21, 2022

**Stewart Cruz, City Planner**  
City of Daytona Beach Shores  
Planning Division  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118

**Re: Shores Depot – All Aboard Storage**  
2616 S Atlantic Ave  
Parking Demand Justification Letter

Dear Mr. Cruz,

This letter is meant to be a Parking Demand Justification Letter for the proposed site conditions.

#### Existing Conditions

The site currently functions with shared parking for the Seahorse Storage, Sherwin Williams, and Cow-Licks Ice Cream parlor. Based on property owner and tenant claims, the existing parking in the rear of the site commonly goes unused due to the number of spaces closer to the retail stores. The site currently provides 71 standard stalls and 4 ADA stalls for a total of 75 stalls. As it sits, the ITE parking demand calculation for these three (3) businesses are below:

| Description/ITE Code                                                         | Units | ITE Vehicle Parking Generation Rates |          |        |                 |          |        |
|------------------------------------------------------------------------------|-------|--------------------------------------|----------|--------|-----------------|----------|--------|
|                                                                              |       | Average                              |          |        | 85th Percentile |          |        |
|                                                                              |       | Weekday                              | Saturday | Sunday | Weekday         | Saturday | Sunday |
| Mini-Warehouse 151 (All Aboard Storage)                                      | KSF   | 0.14                                 | 0.11     | 0.11   | 0.17            | 0.13     | 0.13   |
| Hardware/Paint Store 816 (Sherwin Williams)                                  | KSF   | 1.9                                  | 2.19     | 2.19   | 1.9             | 2.19     | 2.19   |
| High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks) | KSF   | 5.55                                 | 5.55     | 5.55   | 6.37            | 6.37     | 6.37   |

| Description/ITE Code                                                         | Expected Units | Total Stalls Occupied in Peak Period |          |        |                 |          |        | Anticipated Peak Period |
|------------------------------------------------------------------------------|----------------|--------------------------------------|----------|--------|-----------------|----------|--------|-------------------------|
|                                                                              |                | Average                              |          |        | 85th Percentile |          |        |                         |
|                                                                              |                | Weekday                              | Saturday | Sunday | Weekday         | Saturday | Sunday |                         |
| Mini-Warehouse 151 (Seahorse Storage)                                        | 3,086          | 0.43                                 | 0.34     | 0.34   | 0.52            | 0.40     | 0.40   | 5:30 pm to 6:30 pm      |
| Hardware/Paint Store 816 (Sherwin Williams)                                  | 8,000          | 15.20                                | 17.52    | 17.52  | 15.20           | 17.52    | 17.52  | 10:30 am to 11:30am     |
| High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks) | 4,555          | 25.28                                | 25.28    | 25.28  | 29.02           | 29.02    | 29.02  | 6:30 pm to 7:30 pm      |
| TOTAL                                                                        |                | 41                                   | 44       | 44     | 45              | 47       | 47     |                         |

These totals display that if all peak periods occur simultaneously, 47 stalls will be occupied during that peak hour on a weekend. However, these three businesses have varying anticipated peak period times (see tables above) and are not expected to experience simultaneous peak periods often. The Land Development Code requires 37 parking spaces for this development per use. See table below:

Page 1 of 3



Shores Depot  
Parking Letter  
September 21, 2022

| LDC PARKING REQUIREMENTS - EXISTING PLAZA |             |           |             |                |
|-------------------------------------------|-------------|-----------|-------------|----------------|
| BUILDING USE                              | A. SF/SEATS | B. SPACES | C. PER UNIT | D. REQ. SPACES |
| MINI-WAREHOUSE (SF)                       | 3086 (SF)   | 1         | 1,500       | 2              |
| COW LICKS (SEATS)                         | 48 (SEATS)  | 1         | 4           | 12             |
| COW LICKS (EMPLOYEES)                     | 2 EMPLOYEES | 1         | 3           | 2              |
| SHERWIN WILLIAMS (SF)                     | 5090 (SF)   | 1         | 250         | 21             |
| TOTAL REQUIRED SPACES                     |             |           |             | 37             |
| TOTAL REQUIRED ADA SPACES                 |             |           |             | 2              |

Proposed Conditions

The project proposes to add an All Aboard Storage 3-story self-storage facility and maintain the shared parking within the commercial center.

With the proposed development, the land development code determines that 62 parking spaces are required for the site. The table below provides the number of required spaces based on the requirements of the Daytona Beach Shores Land Development Code.

| LDC PARKING REQUIREMENTS - PROPOSED PLAZA |             |           |             |                |
|-------------------------------------------|-------------|-----------|-------------|----------------|
| BUILDING USE                              | A. SF/SEATS | B. SPACES | C. PER UNIT | D. REQ. SPACES |
| MINI-WAREHOUSE (SF)                       | 39685 (SF)  | 1         | 1,500       | 27             |
| COW LICKS (SEATS)                         | 48 (SEATS)  | 1         | 4           | 12             |
| COW LICKS (EMPLOYEES)                     | 2 EMPLOYEES | 1         | 3           | 2              |
| SHERWIN WILLIAMS (SF)                     | 5090 (SF)   | 1         | 250         | 21             |
| TOTAL REQUIRED SPACES                     |             |           |             | 62             |
| TOTAL REQUIRED ADA SPACES                 |             |           |             | 3              |

The current layout of the proposed site includes 53 parking spaces, 4 of which are ADA compliant. The parking generation report shows that a maximum of 52 stalls will be occupied during the peak hour of any weekend or weekday. See ITE generation rates below:

| Description/ITE Code                                                         | Units | ITE Vehicle Parking Generation Rates |          |        |                 |          |        |
|------------------------------------------------------------------------------|-------|--------------------------------------|----------|--------|-----------------|----------|--------|
|                                                                              |       | Average                              |          |        | 85th Percentile |          |        |
|                                                                              |       | Weekday                              | Saturday | Sunday | Weekday         | Saturday | Sunday |
| Mini-Warehouse 151 (All Aboard Storage)                                      | KSF   | 0.14                                 | 0.11     | 0.11   | 0.17            | 0.13     | 0.13   |
| Hardware/Paint Store 816 (Sherwin Williams)                                  | KSF   | 1.9                                  | 2.19     | 2.19   | 1.9             | 2.19     | 2.19   |
| High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks) | KSF   | 5.55                                 | 5.55     | 5.55   | 6.37            | 6.37     | 6.37   |

| Description/ITE Code                                                         | Expected Units | Total Stalls Occupied in Peak Period |          |        |                 |          |        | Anticipated Peak Period |
|------------------------------------------------------------------------------|----------------|--------------------------------------|----------|--------|-----------------|----------|--------|-------------------------|
|                                                                              |                | Average                              |          |        | 85th Percentile |          |        |                         |
|                                                                              |                | Weekday                              | Saturday | Sunday | Weekday         | Saturday | Sunday |                         |
| Mini-Warehouse 151 (Seahorse & All Aboard)                                   | 39,686         | 5.56                                 | 4.37     | 4.37   | 6.75            | 5.16     | 5.16   | 5:30 pm to 6:30 pm      |
| Hardware/Paint Store 816 (Sherwin Williams)                                  | 8,000          | 15.20                                | 17.52    | 17.52  | 15.20           | 17.52    | 17.52  | 10:30 am to 11:30am     |
| High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks) | 4,555          | 25.28                                | 25.28    | 25.28  | 29.02           | 29.02    | 29.02  | 6:30 pm to 7:30 pm      |
| TOTAL                                                                        |                | 47                                   | 48       | 48     | 51              | 52       | 52     |                         |



Shores Depot  
Parking Letter  
September 21, 2022

Based on the given rates, the entire proposed site is expected to have an average of 47 stalls filled on a weekday, which is 90% of the proposed capacity of 53 spaces. If all peak period times occur simultaneously, then 52 stalls will be occupied for that peak period. The trip generation shows that the highest number of occupied parking stalls for mini- warehouse is 6.75. The provided parking generation report suggests that the site parking requirements be based on 1 space per 6,000 sf of mini- warehouse use.

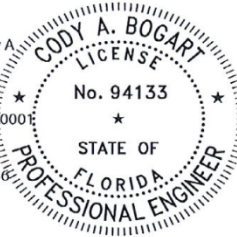
Based on this data and the behavior observed at other All Aboard Storage facilities, the proposed conceptual plan provides adequate parking for the dynamic needs of the current and proposed tenants. The reduction in required parking is being requested based on the parking generation report which shows that the stalls will be occupied with a ratio of approximately 1 space per 6,000 sf of building area. The proposed amount of 53 spaces would provide adequate parking for the plaza with the site improvements.

If you have any questions or need additional information, please feel free to call or email me.

Sincerely,



Digitally signed by Cody A Bogart  
DN: c=US, o=NEWKIRK ENGINEERING INC.,  
dnQualifier=A01410C0B00018143D489A10003D618,  
cn=Cody A Bogart  
Date: 2022.09.21 15:08:38 -04'00'



Cody Bogart, PE #94133  
Newkirk Engineering, Inc.  
(386) 872-7794 - [cody@newkirk-engineering.com](mailto:cody@newkirk-engineering.com)

Page 3 of 3

## EXHIBIT D

### Traffic Impact Analysis (2 Pages)



## NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

October 4, 2022

**Stewart Cruz, City Planner**

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

**Re: Shores Depot – All Aboard Storage**

2616 S Atlantic Ave

Trip Generation Statement

Dear Mr. Cruz,

Submitted is a trip generation report for the above referenced project which will be a proposed Indoor Self-Storage Facility. This trip generation report includes Cow-Licks Ice Cream, Sherwin Williams Paint Store, the existing Seahorse Storage, and the proposed All Aboard Storage. Cow-Lick's was included to coincide with parking calculation letter provided separate form this statement. The traffic trip generation and impact analysis were calculated from the following ITE Trip Generation Rates 8<sup>th</sup> Edition:

| Description / ITE Code     | UNIT | ITE Vehicle Trip Generation Rates                  |      |      |       |        |         |       |        |         |  |
|----------------------------|------|----------------------------------------------------|------|------|-------|--------|---------|-------|--------|---------|--|
|                            |      | (peak hours are for peak hour of adjacent streets) |      |      |       |        |         |       |        |         |  |
|                            |      | Weekday                                            | AM   | PM   | AM In | AM Out | Pass-By | PM In | PM Out | Pass-By |  |
| Mini-Warehouse (151)       | KSF  | 2.5                                                | 0.15 | 0.26 | 59%   | 41%    | 0%      | 51%   | 49%    | 0%      |  |
| Hardware/Paint Store (810) | KSF  | 51.29                                              | 1.08 | 4.84 | 50%   | 50%    | 26%     | 47%   | 53%    | 26%     |  |
| Quality Restaurant (931)   | KSF  | 89.95                                              | 0.81 | 7.49 | 50%   | 50%    | 44%     | 67%   | 33%    | 44%     |  |
| Residential Townhome (230) | DU   | 5.81                                               | 0.44 | 0.52 | 17%   | 83%    | 0%      | 67%   | 33%    | 0%      |  |

| Description / ITE Code<br>Proposed Conditions | UNIT   | Existing Trip Estimation |           |           |                                       |           |          |           |           |          |  |
|-----------------------------------------------|--------|--------------------------|-----------|-----------|---------------------------------------|-----------|----------|-----------|-----------|----------|--|
|                                               |        | Total Generated Trips    |           |           | Total Distribution of Generated Trips |           |          |           |           |          |  |
|                                               |        | Daily                    | AM Hour   | PM Hour   | AM In                                 | AM Out    | Pass-By  | PM In     | PM Out    | Pass-By  |  |
| Mini-Warehouse (151)                          | 3.100  | 8                        | 0         | 1         | 0                                     | 0         | 0        | 0         | 0         | 0        |  |
| Hardware/Paint Store (810)                    | 8.000  | 410                      | 9         | 39        | 5                                     | 5         | 2        | 19        | 22        | 2        |  |
| Quality Restaurant (931)                      | 4.550  | 409                      | 4         | 34        | 3                                     | 3         | 2        | 24        | 12        | 2        |  |
| Residential Townhome (230)                    | 10.860 | 63                       | 5         | 6         | 1                                     | 4         | 0        | 4         | 2         | 0        |  |
| <b>Total Existing Trips</b>                   |        | <b>890</b>               | <b>18</b> | <b>79</b> | <b>9</b>                              | <b>12</b> | <b>4</b> | <b>47</b> | <b>36</b> | <b>4</b> |  |

| Description / ITE Code<br>Proposed Conditions | UNIT<br>KSF | Proposed Trip Estimation |           |           |                                       |           |          |           |           |          |  |
|-----------------------------------------------|-------------|--------------------------|-----------|-----------|---------------------------------------|-----------|----------|-----------|-----------|----------|--|
|                                               |             | Total Generated Trips    |           |           | Total Distribution of Generated Trips |           |          |           |           |          |  |
|                                               |             | Daily                    | AM Hour   | PM Hour   | AM In                                 | AM Out    | Pass-By  | PM In     | PM Out    | Pass-By  |  |
| Mini-Warehouse (151)                          | 39.700      | 99                       | 6         | 10        | 4                                     | 2         | 0        | 5         | 5         | 0        |  |
| Hardware/Paint Store (810)                    | 8.000       | 410                      | 9         | 39        | 5                                     | 5         | 2        | 19        | 22        | 2        |  |
| Quality Restaurant (931)                      | 4.550       | 409                      | 4         | 34        | 3                                     | 3         | 2        | 24        | 12        | 2        |  |
| <b>Total Proposed Trips</b>                   |             | <b>919</b>               | <b>18</b> | <b>83</b> | <b>12</b>                             | <b>11</b> | <b>4</b> | <b>48</b> | <b>39</b> | <b>4</b> |  |

|                   |  |           |          |          |          |           |          |          |          |          |  |
|-------------------|--|-----------|----------|----------|----------|-----------|----------|----------|----------|----------|--|
| <b>NET CHANGE</b> |  | <b>28</b> | <b>1</b> | <b>4</b> | <b>2</b> | <b>-2</b> | <b>0</b> | <b>1</b> | <b>3</b> | <b>0</b> |  |
|-------------------|--|-----------|----------|----------|----------|-----------|----------|----------|----------|----------|--|

Page 1 of 2

The calculations provided above use the values determined from the Institute of Transportation Engineering trip generation analysis for each designated land use. The existing RMF-3 area allows up to 10.86 dwelling units and is proposed to be rezoned and amended to coincide with the rest of the area in question as TOC land use and GC-RD zoning.

According to the FDOT traffic count provided for A1A at the proposed site location, the AADT is 3200. The project proposes a total of 28 additional daily trips which is 0.88% of the total trips. Since the proposed project increases the net daily trips by less than 10%, this proves that the current conditions of A1A are sufficient for the proposed project.

The trip generation calculations show that the proposed development will create an additional 28 Daily Trips, 1 AM Peak Hour and 4 PM Peak Hour trips. Trip generation calculations are based on the 8<sup>th</sup> Edition of the ITE manual which is the most up to date edition that is publicly available. Newer versions offer more information on pedestrian behavior, bicycle analysis, and truck data, which is not applicable to the trip generation analysis for this project.

If you have any questions or need additional information, please feel free to call or email me at [cody@Newkirk-Engineering.com](mailto:cody@Newkirk-Engineering.com).

Sincerely,

*NEWKIRK ENGINEERING, INC.*

Cody Bogart, PE # 94133  
Newkirk Engineering, Inc.



## **EXHIBIT E**

### **Public Facilities Concurrency Findings**

#### **PART A**

**Table 1:** Concurrency/Capacity Analysis (Theoretical Max.)

| <b>Development Variable</b>                 | <b>Current Use</b> | <b>Proposed Use</b> | <b>System Impact</b> | <b>Capacity Available</b> |
|---------------------------------------------|--------------------|---------------------|----------------------|---------------------------|
| Residential Units                           | N/A                | N/A                 | N/A                  |                           |
| Population                                  | N/A                | N/A                 | N/A                  |                           |
| Proposed Daily Trip Generation <sup>1</sup> | 827                | 918                 | 9% increase          | Yes                       |
| Sanitary Sewer (gallons/day)                | N/A                | N/A                 | N/A                  |                           |
| Solid Waste (lbs./day)                      | N/A                | N/A                 | N/A                  |                           |
| Stormwater Drainage <sup>4</sup>            | N/A                | Onsite retention    | No adverse impact    | Yes                       |
| Potable Water (gallons/day)                 | N/A                | N/A                 | N/A                  |                           |
| Recreation                                  | N/A                | N/A                 | N/A                  | Yes                       |
| Public School Student(s)                    | N/A                | N/A                 | N/A                  |                           |

Notes:

1. Transportation: Trip Generation Analysis by Cody Bogart, P.E., Newkirk Engineering, Inc.
2. Sanitary Sewer: 250 gallons per dwelling unit per day
3. Solid Waste: 10 pounds per capita per day
4. Stormwater Drainage: Stormwater Report, as revised February 2024, by Brad Donley, P.E., Newkirk Engineering, Inc.
5. Potable Water: 110 gallons per capita per day

#### **PART B: FINDINGS OF CONCURRENCY**

Per Part A above, the City finds the following:

1. The existing public facilities have the ability to accommodate the proposed development at the adopted level-of-service standards.
2. No public facility deficiency is required to be corrected prior to the completion of the proposed development.



## EXHIBIT F.1.

### Landscape/Irrigation Review Checklist - August 8, 2024

#### LANDSCAPING AND IRRIGATION REVIEW

Date August 7, 2024

DBS Planning and Zoning Board: August 12, 2024

Name Of Project Shores Depot-All Aboard Storage, Interior Storage Facility  
Project Number RSP12023048  
Address & Parcel # 2616 S. Atlantic Avenue, Daytona Beach Shores, FL & 5322 0004 0140  
Owners Name 2616 Atlantic LLC (Name changed from 91 Oneida LLC 4-29-24)  
Applicant Andy Clark, All Aboard Storage Owner  
Project Coordinator Brad Donley, P.E., Newkirk Engineering, Inc.

|                                                                                              | Status | Date     |
|----------------------------------------------------------------------------------------------|--------|----------|
| Drawings Show Site Location & North Arrow                                                    | OK     | 8/7/2024 |
| Lot Size <b>Irregular</b>                                                                    | OK     | 8/7/2024 |
| Land Area <b>68,135 S.F. or 1.56 acres</b>                                                   | OK     | 8/7/2024 |
| Land Area with new construction 31,207 S.F.                                                  | OK     | 8/7/2024 |
| Green Area – Min Req <b>N/A</b> , Shown <b>24.2%</b>                                         | OK     | 8/7/2024 |
| Trees – Min # Req <b>12</b> , # Shown <b>30</b>                                              | OK     | 8/7/2024 |
| Tree Breakdown: <b>18 palms (3:1) = 6</b><br><b>24 non-palms</b>                             |        |          |
| Tree Mixture Req <b>2</b> , # Shown <b>7</b>                                                 | OK     | 8/7/2024 |
| Specimen Trees – No <b>X</b> Yes <input type="checkbox"/> Protected <input type="checkbox"/> | OK     | 8/7/2024 |
| Drawings Meet/Exceed City's Tree Ordinance                                                   | OK     | 8/7/2024 |
| Parking Area Landscaping                                                                     |        |          |
| Min Req <b>120 S.F.</b> , Shown <b>611 S.F.</b>                                              | OK     | 8/7/2024 |
| Terminal/Interior Islands                                                                    | OK     | 8/7/2024 |
| Lot Perimeter Landscaping                                                                    | OK     | 8/7/2024 |
| Plants – Salt Tolerance Rating                                                               |        |          |
| High <b>X</b> Moderate <b>X</b> Slight <input type="checkbox"/>                              | OK     | 8/7/2024 |
| Provisions For Irrigation                                                                    | OK     | 8/7/2024 |

Remarks: None

#### LANDSCAPING/IRRIGATION PLAN REVIEWED BY:

Gwyn Herstein  
Gwyn Herstein, City Planner

August 8, 2024  
Date

Stewart Cruz  
Stewart Cruz, AICP, Community Services Director

8-8-24  
Date

#### LANDSCAPING/IRRIGATION PLAN APPROVED BY PLANNING & ZONING BOARD:

With Modifications Indicated ☐ Without Modifications ☒

Approval recommended at 8-12-24 P2B meeting

8-12-24

Print Name Rose Ann Tornatore, protest Chair

Date

## EXHIBIT F.2.

### Landscape/Irrigation Review Checklist – August 19, 2024

#### LANDSCAPING AND IRRIGATION REVIEW

Date August 19, 2024

City Commission Meeting: August 27, 2024

Name Of Project Shores Depot-All Aboard Storage, Interior Storage Facility  
Project Number 12023048  
Address & Parcel # 2616 S. Atlantic Avenue, Daytona Beach Shores, FL & 5322 0004 0140  
Owners Name 2616 Atlantic LLC (Name changed from 91 Oneida LLC 4-29-24)  
Applicant Andy Clark, All Aboard Storage Owner  
Project Coordinator Garrett Bogart, E.I., Newkirk Engineering, Inc.

|                                                                  | Status | Date      |
|------------------------------------------------------------------|--------|-----------|
| Drawings Show Site Location & North Arrow                        | OK     | 8/7/2024  |
| Lot Size <b>Irregular</b>                                        | OK     | 8/7/2024  |
| Land Area <b>68,135 S.F. or 1.56 acres</b>                       | OK     | 8/7/2024  |
| Land Area with new construction 31,207 S.F.                      | OK     | 8/7/2024  |
| Green Area – Min Req <b>N/A</b> , Shown <b>24.2%</b>             | OK     | 8/7/2024  |
| Trees – Min # Req <b>12</b> , # Shown <b>22</b>                  | OK     | 8/19/2024 |
| Tree Breakdown: <b>24 palms (3:1) = 8</b><br><b>14 non-palms</b> |        |           |
| Tree Mixture Req <b>2</b> , # Shown <b>7</b>                     | OK     | 8/7/2024  |
| Specimen Trees – No <b>X</b> Yes <b>Protected</b>                | OK     | 8/7/2024  |
| Drawings Meet/Exceed City's Tree Ordinance                       | OK     | 8/7/2024  |
| Parking Area Landscaping                                         |        |           |
| Min Req <b>120 S.F.</b> , Shown <b>611 S.F.</b>                  | OK     | 8/7/2024  |
| Terminal/Interior Islands                                        | OK     | 8/7/2024  |
| Lot Perimeter Landscaping                                        | OK     | 8/7/2024  |
| Plants – Salt Tolerance Rating                                   |        |           |
| High <b>X</b> Moderate <b>X</b> Slight                           | OK     | 8/7/2024  |
| Provisions For Irrigation                                        | OK     | 8/7/2024  |

Remarks: None

LANDSCAPING/IRRIGATION PLAN REVIEWED BY:

Gwyn Herstein  
Gwyn Herstein, City Planner

8-19-24  
Date

Stewart Cruz  
Stewart Cruz, Community Services Director

8-19-24  
Date

LANDSCAPING/IRRIGATION PLAN APPROVED BY PLANNING & ZONING BOARD:

With Modifications Indicated \_\_\_\_\_ Without Modifications \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## EXHIBIT G

### Development Review Checklist (3 Pages)



#### SITE DEVELOPMENT PLAN REVIEW

Date August 7, 2024

DBS Planning and Zoning Board: August 12, 2024

Name Of Project Shores Depot-All Aboard Storage, Interior Storage Facility  
 Project Number RSP12023048  
 Address & Parcel # 2616 S. Atlantic Avenue, Daytona Beach Shores, FL & 5322 0004 0140  
 Owners Name 2616 Atlantic LLC (Name changed from 91 Oneida LLC 4-29-24)  
 Applicant Andy Clark, All Aboard Storage Owner  
 Project Coordinator Brad Donley, P.E., Newkirk Engineering, Inc.

|                                                                    | Status | Date     |
|--------------------------------------------------------------------|--------|----------|
| Statement of Ownership & Control                                   | OK     | 8/7/2024 |
| Proposed Address: <b>2616 S. Atlantic Avenue</b>                   | OK     | 8/7/2024 |
| Zoning Classification: <b>GC-RD</b>                                | OK     | 8/7/2024 |
| Future Land Use Classification: <b>TOC</b>                         | OK     | 8/7/2024 |
| Use – Existing: <b>Interior Storage Facility/Vacant</b>            | OK     | 8/7/2024 |
| Proposed - Expanded <b>Interior Storage Facility</b>               | OK     | 8/7/2024 |
| Subject to Development Agreement & Waivers (DA)                    | NA     | 8/7/2024 |
| Subject to Variances/Special Exceptions- <b>SPEX 12022030</b>      | OK     | 8/7/2024 |
| Lot Size and Area – <b>68,135 S.F. or 1.56 acres</b>               | OK     | 8/7/2024 |
| Min. Width: <b>75 ft</b> Shown: <b>221.93 ft</b>                   | OK     | 8/7/2024 |
| Min. Sq. Ft.: <b>7,500 S.F.</b> Shown: <b>68,135 S.F.</b>          | OK     | 8/7/2024 |
| Density – Based on Usable Land                                     |        |          |
| Units Per Acre Allowed: <b>NA</b> Shown: <b>NA</b>                 | NA     | 8/7/2024 |
| Max # Units: <b>NA</b> # Units Shown: <b>NA</b>                    | NA     | 8/7/2024 |
| Setbacks – Direction                                               |        |          |
| Front: <b>SR A1A</b> Required: <b>20 ft</b> , Shown: <b>176 ft</b> | OK     | 8/7/2024 |
| Side: <b>South</b> Required: <b>10 ft</b> , Shown: <b>29.8 ft</b>  | OK     | 8/7/2024 |
| Rear: <b>West</b> Required: <b>20 ft</b> , Shown: <b>20 ft</b>     | OK     | 8/7/2024 |
| Side: <b>North</b> Required: <b>10 ft</b> , Shown: <b>10 ft</b>    | OK     | 8/7/2024 |
| Lot Coverage – Max: <b>35%</b> , Shown: <b>34.6%</b>               | OK     | 8/7/2024 |
| Green Area – Min: <b>NA %</b> , Shown: <b>24.2%</b>                | OK     | 8/7/2024 |
| Open Space (PUDs only) – Min %, Shown %                            | NA     | 8/7/2024 |
| Common Open Space (PUDs only)                                      | NA     | 8/7/2024 |
| Retail/Commercial (MXDs only) – Max %, Shown %                     | NA     | 8/7/2024 |
| Building Height                                                    |        |          |
| Max: <b>35 ft (plus decorative elements per SPEX12022030)</b>      |        |          |
| Shown: <b>32 ft (plus decorative elements)</b>                     | OK     | 8/7/2024 |
| Building Width – Max <b>NA.</b> , Shown <b>NA.</b>                 | NA     | 8/7/2024 |
| Building Separation                                                | NA     | 8/7/2024 |
| Breezeway – Min _____ %, Shown _____ %                             | NA     | 8/7/2024 |
| Landscaping Plan                                                   | OK     | 8/7/2024 |
| Irrigation Plan                                                    | OK     | 8/7/2024 |
| Sidewalks Provided                                                 | NA     | 8/7/2024 |
| Public Beach Access Provided                                       | NA     | 8/7/2024 |

|                                                              |         |          |
|--------------------------------------------------------------|---------|----------|
| Balcony Overhangs                                            | NA      | 8/7/2024 |
| Parking Spaces – Req: <b>29</b> , Shown: <b>35</b>           | OK      | 8/7/2024 |
| Parking Stalls – Meet Minimum Dimensions                     | OK      | 8/7/2024 |
| Handicap Parking / ADA access                                | OK      | 8/7/2024 |
| Curb Cuts – Existing: <b>3</b> , Req., Shown <b>2</b>        | OK      | 8/7/2024 |
| Visual Obstructions? (corner lots only)                      | NA      | 8/7/2024 |
| Driveway Ramps – Slope Allowed , Shown                       | NA      | 8/7/2024 |
| Profile of Garage Ramp with Degree of Slope Shown            | NA      | 8/7/2024 |
| Off Street Loading Spaces – Required <b>0</b> Shown <b>0</b> | OK      | 8/7/2024 |
| Off Street Dumpster Loading                                  | OK      | 8/7/2024 |
| Elevations                                                   | OK      | 8/7/2024 |
| Fences, Walls and Hedges                                     | OK      | 8/7/2024 |
| Accessory Structures                                         | NA      | 8/7/2024 |
| Location of Utilities                                        | OK      | 8/7/2024 |
| Location of Proposed Signs: <b>Existing</b>                  | OK      | 8/7/2024 |
|                                                              |         |          |
| Boundary Changes                                             | OK      | 8/7/2024 |
| Nonconformities formed on adjacent properties?               | NA      | 8/7/2024 |
| Sea Turtle Lighting Requirement Letter Received              | OK      | 8/7/2024 |
| Beaches and Dunes Requirement Letter Received                | NA      | 8/7/2024 |
| Special Flood Hazard Area                                    | NA      | 8/7/2024 |
| Location of Construction Parking for Duration of Project     | OK      | 8/7/2024 |
| Location of Public Easements                                 | OK      | 8/7/2024 |
| Requisite Permit Applications Received                       | OK      | 8/7/2024 |
| Reviewed and Approved by Fire Division                       | OK      | 8/7/2024 |
| Potable Water Availability Letter Received                   | OK      | 8/7/2024 |
| Sewer Capacity Letter Received                               | OK      | 8/7/2024 |
| Stormwater Maintenance Agreement Received                    | NA      | 8/7/2024 |
| Stormwater Pollution Prevention BMP                          | OK      | 8/7/2024 |
| Beach and Dune Assessment Report Received                    | NA      | 8/7/2024 |
| Sewer Availability Confirmed by Concurrency Manager          | OK      | 8/7/2024 |
| Solid Waste Removal Letter Received                          | NA      | 8/7/2024 |
| Stormwater Drawings Approved                                 | OK      | 8/7/2024 |
| School Concurrency                                           | NA      | 8/7/2024 |
| Transportation Impact Analysis Study Submitted               | OK      | 8/7/2024 |
| De Minimis Impacts Recorded                                  | OK      | 8/7/2024 |
| Concurrency Certification Received                           | OK      | 8/7/2024 |
| Reviewed and Approved by Planning and Zoning Board           | PENDING |          |

REMARKS:

SITE DEVELOPMENT PLAN REVIEWED BY:

Gwyn Herstein  
Gwyn Herstein, City Planner

August 8, 2024  
Date

Stewart Cruz  
Stewart Cruz, AICP, Community Services Director

8-8-24  
Date



SITE DEVELOPMENT PLAN APPROVED BY PLANNING & ZONING BOARD:

With Modification(s) Indicated \_\_\_\_\_ Without Modifications ✓

Approval recommended at 8-12-24 PZB meeting 8-12-24

Print Name Rose Ann Tornatore, program Chair Date \_\_\_\_\_

## EXHIBIT H

### Special Exception Conditions

#### CONDITIONS FOR APPROVAL OF REGULAR SITE PLAN RSP12023048

Date: August 7, 2024

DBS Planning and Zoning Board: August 12, 2024

|                     |                                                                    |
|---------------------|--------------------------------------------------------------------|
| Name Of Project     | Shores Depot-All Aboard Storage, Interior Storage Facility         |
| Project Number      | 12023048                                                           |
| Address & Parcel #  | 2616 S. Atlantic Avenue, Daytona Beach Shores, FL & 5322 0004 0140 |
| Owners Name         | 2616 Atlantic LLC (Name changed from 91 Oneida LLC 4-29-24)        |
| Applicant           | Andy Clark, All Aboard Storage Owner                               |
| Project Coordinator | Brad Donley, P.E., Newkirk Engineering, Inc.                       |

Conditions of Special Exception SPEX12022030\* issuance (as approved by the Planning and Zoning Board March 13, 2023):

1. 35 feet maximum height of the building for sides with allowance for additional height for roof. Roof shall include a red terra cotta roof feature. Staff comment: OK
2. Use the lower elevation of the unimproved parcel as the base elevation, rather than that of the paved lot, which currently has a higher elevation. Staff comment: OK
3. Add to the facade, especially in the rear (west elevation), using a terra cotta/red color to create faux windows with shutters, giving the building a "Mediterranean" style with a "barrel tile" roof element. Staff comment: OK
4. Position the building to create a 20-foot side setback from the north property line. Staff comment: OK
5. Use low-level / one-story lighting in rear of building (west elevation). Staff comment: OK – Pending building permitting
6. Ensure that loading / unloading is conducted on the east side of the building. Staff comment: OK
7. Restrict the hours of access to the building to begin at 6 a.m. and end at 9 p.m. Staff comment: OK
8. Provide a landscape buffer between Sea Havens and the proposed building to include 6 palm trees per 100 linear feet, with species dependent upon availability and survivability. Each tree shall have a gray wood trunk at least 6' in height. Staff comment: OK

\*This Special Exception was conditionally approved allowing expansion west of the existing Interior Storage Facility on the site.

# EXHIBIT I

## Public Notices (2 Pages)

### THE DAYTONA BEACH NEWS-JOURNAL

PO Box 631244 Cincinnati, OH 45263-1244

#### **AFFIDAVIT OF PUBLICATION**

April Rosamilia  
April Rosamilia  
420 S Nova Road  
Daytona Beach Florida 32114

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

07/24/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/24/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$297.80

Tax Amount: \$0.00

Payment Cost: \$297.80

Order No: 10397772

Customer No: 1021886

PO #:

# of Copies:  
1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

#### **NOTICE OF PUBLIC HEARINGS**

Notice is hereby given that the City of Daytona Beach Shores will hold Public Hearings to consider a site plan application for the property generally located at 2616 S. Atlantic Avenue, Daytona Beach Shores, FL, 32118, having Volusia County Parcel ID No. 532280040140. The applicant, Andy Clark, Manager of 91 Oneida LLC, for All Aboard Storage, is requesting approval to place a three-story, 36,104 sq ft building for a self-storage use.

Planning and Zoning Board, August 12, 2024, at 8:30 a.m.  
City Commission, August 27, 2024, at 6:00 p.m.

The hearings will be held in the City Commission Chambers in the Community Center located at 2000 Bellmead Drive, Daytona Beach Shores, Florida.

All interested parties are invited to appear at these Public Hearings and submit oral or written objections or comments. The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. For more information, please call Tel. (386) 793-5376.

Anyone who wishes to appeal any decision by the City with respect to any matter considered at said Public Hearings will need a record of the proceedings of the Public Hearings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearings.

The Public Hearings may be continued to one or more dates. The dates, times, and places of any continuation of the Public Hearings will be announced at the continued Public Hearing and no further notice regarding said continuation is required to be published.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven working days prior to the hearing.

If you have any questions, please contact: Joseph Posey, Jr., Esq., Storch Law Firm, 420 South Nova Road, Daytona Beach, FL, 32114, (386) 238-8383.

LF10397772 7/24/24 1T







## **CITY COMMISSION AGENDA MEMORANDUM AUGUST 27, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Lory Irwin, Finance Director  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Ordinance 2024-20 Service Use Charge-Lien for Unpaid Bills

### **SYNOPSIS:**

The City of Daytona Beach Shores relies on water consumption reports from the City of Port Orange and Daytona Beach to bill sewer usage to customers. The information is sent to the city after each city bills its water customers, which is 30-45 days after usage. This means the city is invoicing sewer usage 45-60 days after usage. Current invoicing bills in arrears.

According to the Appendix "G", land development code, section 12-4.32 entitled "Service Use Charge" section 6. "Lien for Unpaid Bills" the city can lien property at such time as there has been a failure to pay for 120 days. Invoices outstanding at 120 days can have a letter sent, giving 30 days from mailing to pay the unpaid balance before a lien can be recorded. This time frame allows for outstanding invoices to be unpaid for 195-210 days from usage and outstanding amounts can be in the thousands of dollars for some accounts. If these properties sell or change lessee during this time the outstanding balance becomes a write-off for the city.

Ordinance 2024-20 would allow the city to send letters to sewer customers that have failed to pay for their service for a period of 60 days rather than 120 or if the outstanding amount reaches \$2,000.00 and lien the property if the customer fails to pay the city for billed services.

### **FISCAL IMPACT STATEMENT:**

Ordinance 2024-20 will have an impact on any businesses in the City of Daytona Beach Shores that do not pay their utility bills within 60 days of bill due date.

### **BACKGROUND:**

The City of Daytona Beach Shores relies on water consumption reports from the City of Port Orange and Daytona Beach to bill sewer usage to customers. The information is sent to the city after each city bills its water customers, which is 30-45 days after usage. This means the city is invoicing sewer usage 45-60 days after usage. Current invoicing bills in arrears.

According to the Appendix "G", land development code, section 12-4.32 entitled "Service Use Charge" section 6. "Lien for Unpaid Bills" the city can lien property at such time as there has been a

failure to pay for 120 days. Invoices outstanding at 120 days can have a letter sent, giving 30 days from mailing to pay the unpaid balance before a lien can be recorded. This time frame allows for outstanding invoices to be unpaid for 195-210 days from usage and outstanding amounts can be in the thousands of dollars for some accounts. If these properties sell or change lessee during this time the outstanding balance becomes a write-off for the city.

**LEGAL REVIEW:**

**RECOMMENDATION:**

Staff recommends approval of Ordinance 2024-20 as presented.

**SUGGESTED MOTION:**

I move to approve Ordinance 2024-20 on first reading as presented.

- ATTACHMENT:**
1. Ord. 2024-20 Service Use Charge
  2. Ordinance 2024-20 - Business Impact Estimate

## ORDINANCE 2024-20

**AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO SEWER SERVICE, AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX “G”, LAND DEVELOPMENT CODE, SECTION 12-4.32. ENTITLED “SERVICE USE CHARGE,” PROVIDING FOR THE AMENDMENT OF LIEN FOR UNPAID BILLS TO BE UPDATED FROM 120 DAYS TO 60 DAYS OR \$2,000.00 WHICHEVER OCCURS FIRST TO PROTECT THE CITY OF DAYTONA BEACH SHORES FROM UTILITY WRITE-OFFS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

**WHEREAS**, the City of Daytona Beach Shores administers a sewer utility service to residents within the city and neighboring municipalities. These services are billed thirty (30) days in arrears as the city does not have its own water utility and relies on the water consumption from the cities of Daytona Beach and Port Orange; and

**WHEREAS**, the city has seen an increase in unpaid utility bills since the onset of Hurricanes Ian and Nicole with account holders unwilling to work out a payment arrangement with the city; and

**WHEREAS**, properties have sold prior to a lien being assessed on the property and according to Florida Statute 180.135 municipalities are unable to assess outstanding utility charges of the former occupant on the current occupant.

**WHEREAS**, the City Commission of the City of Daytona Beach Shores finds this Ordinance is in the best interest and welfare of the citizens; and

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

**WHEREAS**, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Commission of the City of Daytona Beach Shores; and

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

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

**SECTION ONE. LEGISLATIVE FINDINGS AND INTENT.**

(a). The City Commission of the City of Daytona Beach Shores hereby adopts the above Whereas clauses, and the city staff report relating to this Ordinance as additional legislative findings which shall not be codified as a part of this Ordinance.

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

**SECTION TWO.** Section 12-4.32, Land Development Code, Chapter 12, Appendix “G”, Code of Ordinances of the City of Daytona Beach Shores, entitled “Service Use Charge,” is amended to read as follows:

*12-4.32. Service Use Charge.*

1.*Levied; Rate.* There is hereby levied and imposed a sewer service use charge as is currently in effect for each one thousand (1,000) gallons or part thereof consumed per month thereafter which service use charge shall be imposed on each customer of water in the city. The service use charge shall continue to be reviewed annually to revise the rates as necessary to ensure that adequate revenues are generated to pay the cost of operation and maintenance, including replacement and treatment cost increases, and that the system provides for proportional distribution of costs among users. The city will notify users annually of the rate structure in effect to adequately maintain adequate revenues and the City Manager, or designee, may take all necessary administrative actions to implement the rate structure of the city as it may be modified from time-to-time.

a.*Levied rate for out-of-City customers connected to the Sewer System.* There is hereby levied and imposed a service use charge equal to one hundred fifty (150) percent of the service use charge specified in section 12-4.32.1 for those properties connected to the Sewer System that are not within the city limits of Daytona Beach Shores. Minimum charges and initial service billings shall reflect this surcharge.

2.*Sewage Credits; Service Charge.* Sewage credits shall be issued for water line leaks due to breakage or for water used to fill pools or cooling towers or for water used for irrigation and sprinkler systems which do not impact the sanitary sewage system when such occurrences are found to have been proven to have occurred by the customer receiving service. Any person wishing to receive credit for filling a pool must



notify the city and pay a fifteen dollar (\$15.00) service charge at least forty-eight (48) hours in advance. The city sewer department must read the water meter both before and after a pool is filled for a sewer credit to be issued. Any person wishing to receive a sewage credit for water used in cooling towers or for irrigation and sprinkler systems must have a separate certified water meter installed specifically for this purpose at their cost. Any person wishing to receive credit for water line leaks due to breakage whereupon water leakage has occurred from said water line that does not impact the sanitary sewage system must submit a formal request for credit with documentation to include a city plumbing permit indicating repair of the leak by a licensed plumbing contractor or property owner with an invoice of the material used for the repair. The sewer department shall, upon receipt by the city of a formal request with aforementioned documentation, perform an inspection and verify that no impact occurred, as a result of said water line leak, to the sanitary sewage system. Upon proper verification by the sewer department, the finance department shall review the previous twenty-four (24) months billings.

The City Manager may issue a credit in the following manner: The credit issued shall be for excess water consumption billed during the period in which the leak occurred and the credit shall be for excess consumption above the annual average for the previous twelve (12) months but in no way shall the sewer billing for the period in which the leak occurred be less than the consumption during the same period the previous year.

*3.Payment.* This sewage charge shall be paid at City Hall or the city's banking institution, the address of which shall be printed on the sewage bill, by each person responsible for the payment of their respective water bill. Payment is due upon receipt and shall be considered delinquent if not paid by the stated due date on the sewer billing. Payments received at the city's banking institution on the stated due date must arrive there before the institution's daily cutoff time otherwise they will be credited to the customer's account on the following business day resulting in a delinquency. The city shall not accept postmarked dates for payment of bills due the city. Payments shall only be accepted without penalty when they are received by the due date and not by the date postmarked. The city shall not be responsible for delay or loss of mail.

*4.Late Charges.* A ten (10) percent late charge shall be assessed on all billings paid later than the fifteenth day of the month. At that time, any previously exempted or otherwise unpaid deposits will be charged to the customer's account. Billings delinquent three (3) or more times during any twelve (12) calendar months shall be assessed an additional deposit in the amount of one hundred dollars (\$100.00) or three (3) months' average billing, based upon the prior twelve (12) months' water consumption, whichever is greater. Upon notification, from Daytona Beach or Port Orange that water service to said premises has been disconnected, this deposit will be applied to the customer's bill. Late charges and additional deposits shall be included on subsequent billing statements.

5. *Water Disconnection.* In any case wherein the charges of sewer service remain unpaid for thirty (30) days after the initial date of billing, the city shall take the necessary actions to cause water service to be disconnected to the premises where the charges have accrued. A door tag indicating the disconnection of service shall be posted at the premises. The failure to note or receive such notice shall not be cause for reconnection of service. Prior to reconnection, payment shall be made to the city in cash, money order, certified or cashier's check. Said payment shall be full payment and shall include all past due amounts, including penalties, current amounts due for city Services, and an additional deposit as required by section 12-4.32.4. Interlocal agreements with the cities of Port Orange and Daytona Beach are in effect and provide for discontinued water service to delinquent customers.

6. *Lien for Unpaid Bills.* If the failure to pay the service charge continues for a period of ~~one hundred twenty (120)~~ sixty (60) days or \$2,000.00 from when said charge has become due, the city shall send to the property owner of record for said bill a notice that a lien for the unpaid sewage charges will be placed upon the real property so served. This notice shall be sent by certified mail return receipt requested. If, within thirty (30) days of the mailing of this letter, the city has not received a payment in full, it shall be entitled to impose a lien upon the real property so served. This lien shall be recorded in the Public Records of Volusia County, Florida and may be foreclosed upon in a manner as provided in F.S. § 159.17. The city shall be entitled to its attorneys' fees and costs in the foreclosure proceedings.

7. *Minimum Charge.* A minimum charge of three thousand (3,000) gallons per month shall be levied on each user and/or property owner where sewer lines serve the property. The City of Daytona Beach Shores shall have, and at all times reserves, the power and right to not accept the meter read data as provided by other government agencies for any City of Daytona Beach Shores utility client for any billing periods, and invoice its sewer utility customers for any billing periods' sewer utility utilization based on the higher of the following measures: (1) the utilization meter reading(s) from the identical billing period(s) in the prior year; (2) the average utilization meter reading for the latest preceding 3-month billing period wherein such reading is deemed by the City of Daytona Beach Shores to be an accurate reflection of use; (3) the average utilization meter reading for the latest preceding 12-month billing period wherein such reading is deemed by the City of Daytona Beach Shores to be an accurate reflection of use.

8. *Exemptions.* Properties in the city where there is no sewer service available at the property line of said properties or properties which are connected to another municipality's sewer system are exempt from the provisions of this section.

9. *Changes in Rates.* Revisions to the rates may be implemented by adoption of a resolution by the City Commission.

### **SECTION THREE: IMPLEMENTING ADMINISTRATIVE ACTIONS.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative policies.

### **SECTION FOUR: SAVINGS.**

The prior actions of the City of Daytona Beach Shores relating to the lien of property due to unpaid utility bills, and any and all matters relating thereto, are hereby ratified and affirmed.

### **SECTION FIVE: CODIFICATION.**

The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word; provided, however, that Sections Three, Four, Five, Six, Seven and Eight shall not be codified.

### **SECTION SIX: CONFLICTS.**

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

### **SECTION SEVEN: SEVERABILITY.**

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

### **SECTION EIGHT: EFFECTIVE DATE.**

This Ordinance shall become effective upon its adoption.

**CITY OF DAYTONA BEACH SHORES, FLORIDA**

---

**NANCY MILLER, MAYOR**

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

**Approved as to form and legality:**

VOSE LAW FIRM

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



# 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:

**AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO SEWER SERVICE, AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX “G”, LAND DEVELOPMENT CODE, SECTION 12-4.32. ENTITLED “SERVICE USE CHARGE,” PROVIDING FOR THE AMENDMENT OF LIEN FOR UNPAID BILLS TO BE UPDATED FROM 120 DAYS TO 60 DAYS OR \$2,000.00 WHICHEVER OCCURS FIRST TO PROTECT THE CITY OF DAYTONA BEACH SHORES FROM UTILITY WRITE-OFFS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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):**

Ordinance 2024-20 serves to protect the public health, safety, morals and welfare by providing for the ability of the city to lien property for unpaid utility bills after 60 days rather than 120 days or an outstanding balance of \$2,000.00 or more.

- 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:**

There are no direct compliance costs that businesses may incur due to Ordinance 2024-20.

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

There are no new fees or charges associated with Ordinance 2024-20.

- (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:**

There will be no regulatory costs associated with Ordinance 2024-20.

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

Ordinance 2024-20 will have an impact on any businesses in the City of Daytona Beach Shores that do not pay their utility bills within 60 days of bill due date.

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

Utility bills are billed 30-45 days in arrears due to the city not having its own water source and having to rely on the City of Daytona Beach or Port Orange for consumption records. When a customer is 60 days in arrears the usage billed on the outstanding invoices is 90-105 days old.

**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 AUGUST 27, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Kurt Swartzlander, City Manager  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Resolution 2024-12 Certifying Election Results

### **SYNOPSIS:**

Resolution 2024-12 will certify the election results from the Primary Election held on August 20, 2024, with a Charter Amendment question.

### **FISCAL IMPACT STATEMENT:**

### **BACKGROUND:**

The City Commission placed a Charter Amendment question on the August 20, 2024, Primary Election ballot. The question was: 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? The final results were: 476 Yes and 849 No. The amendment did not pass.

### **LEGAL REVIEW:**

### **RECOMMENDATION:**

### **SUGGESTED MOTION:**

I move to adopt Resolution 2024-12 on first reading.

**ATTACHMENT:**

1. 2024-12 certify August election results
2. 2024 results for Charter Amendment



## **RESOLUTION 2024-12**

**A RESOLUTION OF THE CITY COMMISSION OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, DECLARING THE RESULTS OF THE PRIMARY ELECTION FOR THE CHARTER REFERENDUM HELD ON AUGUST 20, 2024; DECLARING THE CITY SHALL BE THE JUDGE OF THE ELECTION SUBJECT TO REVIEW BY THE COURTS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, the City Commission adopted Ordinance 2024-17 calling for a referendum ballot election for the Primary Election in compliance with Section 7.01 of the City Charter and other applicable provisions of the Municipal Charter and State Statutes; and**

**WHEREAS, a Primary Election with the charter referendum question was called for August 20, 2024;**

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

**SECTION ONE: That a Primary Election was held August 20, 2024 in the City of Daytona Beach Shores for the charter referendum question.**

**SECTION TWO: The City Commission hereby accepts that the Volusia County Canvassing Board has canvassed the votes cast for the Primary Election in accordance with Charter Section 6.06 as follows:**

### **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?

RESULTS:

476 Yes

849 No

**SECTION THREE: CITY COMMISSION IS JUDGE OF ELECTIONS/  
DECLARATION OF RESULTS.**

The City Commission is, under controlling law, the judge of the election, but the decision of the City Commission in such case shall be subject to review by the Courts. The result of this election is that the Charter shall not be amended.

**SECTION FOUR: This Resolution shall take effect immediately upon its  
adoption.**

CITY OF DAYTONA BEACH SHORES, FL.

\_\_\_\_\_  
MAYOR, NANCY J. MILLER

Attest:

\_\_\_\_\_  
CITY MANAGER, KURT SWARTZLANDER

\_\_\_\_\_  
CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

\_\_\_\_\_  
CITY ATTORNEY, VOSE LAW FIRM

Adopted this \_\_\_\_ day of August, 2024.

Posted this \_\_\_\_\_ day of August, 2024.

10,708

☆ Daytona Beach Shores Term Limits (Vote For 1)

Participating Precincts Reporting: 1 / 1

| Choice | Percent | Votes |
|--------|---------|-------|
| Yes    | 35.92%  | 476   |
| No     | 64.08%  | 849   |
|        |         | 1,325 |



## **CITY COMMISSION AGENDA MEMORANDUM AUGUST 27, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Lory Irwin, Finance Director  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Consideration of Employee Raises

### **SYNOPSIS:**

The presentation of the 2024-25 annual budget included raises for all employees, consisting of an annual merit raise in October of between 1.71% and 4.84% plus a flat \$1.00/hr and another \$1.00/hr increase in April. This extreme measure is to hold on to the employees the city currently has and to fill the several vacancies throughout the city that have been open for some time. Staff has found, from numerous applicants, that the starting pay of \$15.56/hr isn't enough to warrant the drive to the Shores when other employers are paying up to 15.7% more, employers like Bucee's, Target and Chic-Fil-a. Public Safety starting wages offered by other local municipalities are 7,38% higher than starting wages for the Shores. To combat the small labor pool, the proximity to other employment opportunities, and to retain and grow the the staff necessary to keep our beautiful city safe, clean and at the levels expected of the Shores', staff felt this extreme measure was necessary to present to commission.

During the budget presentation commission discussed increasing the merit percentage to 2.50%-5.25% and the flat hourly dollar figure to \$1.30/hr in October and April. It was noted that any increase beyond the presented budget would need to be funded with reserves unless additional cuts in expenditures could be met. After going through the budget it was determined that increasing the merit percentage to 2.5-5.25% and keeping with the two \$1.00/hr increases would have no monetary effect on the overall budget due to changes in some expenditures. Increasing the flat hourly amount to \$1.30/hr and maintaining the 1.71-4.84% merit would add \$40,900 to the overall budget. If both the merit was increased to 2.5-5.25% and the flat hourly rate was increased to \$1.30 the increase to the overall budget would be \$63,900.

Commission agreed to discuss a change in merit percentage and a flat hourly rate increase at the next commission meeting.

### **FISCAL IMPACT STATEMENT:**

No fiscal impact for this current budget year. There could be a fiscal impact to the 2024-25 budget depending on commission discussions.

### **BACKGROUND:**



This year's budget includes aggressive strides made by staff to retain current employees and entice new employees to join the Shores' and fill remaining positions. The city has had many positions open over the past year, unable to fill them due to hourly wages and locale. Potential workers (1) Don't want to drive to the east coast of Volusia County for \$15.56/hour when they can get 15.7% higher in their backyard (Bucee's, Target, Chic-Fil-a, etc.), and (2) Public Safety position wages offered by other municipalities start 7.38% higher. To combat the small labor pool, and the proximity to other employment opportunities, and to retain and grow the level of staff necessary to keep our beautiful city safe, clean and at the levels expected of the Shores', staff is proposing a merit plus \$1.00/hour rate increase at October 1, 2024 and another mid-year rate increase of \$1.00/hour for all employees.

Commission wanted to discuss another merit percentage increase of 2.5%-5.25% and/or a flat hourly rate increase of \$1.30 rather than the rates proposed.

**LEGAL REVIEW:**

**RECOMMENDATION:**

Staff recommendation is based upon the commission's discussion.

**SUGGESTED MOTION:**

This will be determined based on commission's discussion.

**ATTACHMENT:**     None



## **CITY COMMISSION AGENDA MEMORANDUM AUGUST 27, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Kurt Swartzlander, City Manager  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Consideration of City Manager Salary Increase

### **SYNOPSIS:**

During the July 23 workshop the city commission reached a consensus to increase the city managers salary by \$1.00 per hour on October 1, 2024 and an additional dollar per hour on April 1, 2025. The city manager's contract contains the following language regarding raises:

"Employee's base salary shall be increased in accordance with any increase granted across-the-board to all salaried city employees for any market-based, or cost-of-living wage adjustments (excluding the existing city merit pay increase plan). In addition, the City agrees to increase the base salary and/or benefits of Employee in such amounts and to such extent as the City Commission by majority vote determines desirable on the basis of any salary and/or benefits review of Employee (whether annual review or otherwise). In the event of an increase of salary or benefits under this paragraph, this Agreement shall be deemed amended to reflect the increased salary and/or benefits."

As the City Commission is deciding on a proposal for all employees of the city during this same meeting the outcome of that decision will possibly change the action needed to be taken by the commission.

### **FISCAL IMPACT STATEMENT:**

Any salary adjustment would be included in the budget for the upcoming fiscal year.

### **BACKGROUND:**

N/A

### **LEGAL REVIEW:**

### **RECOMMENDATION:**

N/A

**SUGGESTED MOTION:**

N/A

**ATTACHMENT:**     1.     2023 City Manager amendment KS

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT, which is made and entered into this 15<sup>th</sup> day of February, 2023, amends that certain Employment Agreement by and between the **CITY OF DAYTONA BEACH SHORES**, Florida, a municipal corporation, hereinafter referred to as "Employer" or "City", and **KURT D. SWARTZLANDER**, hereinafter referred to as "Employee" or "City Manager", both hereinafter collectively referred to as "the parties", with an effective date of June 3, 2022 (hereinafter "Original Agreement").

WITNESSETH:

WHEREAS, by Charter Amendment, the City Council of the City of Daytona Beach Shores is now known as the City Commission of the City of Daytona Beach Shores; and

WHEREAS, Section 3.03 of the Charter of the City of Daytona Beach Shores provides that "[T]he city council shall establish the salary and other benefits of the city manager, and shall at least annually review the salary. On the occasion of the annual salary review the council shall make a systematic evaluation of the performance of the manager which shall be made a matter of public record." This Section anticipates a potential for a review of the salary of the City Manager more often than once per year, as shown by the reference to "at least annually"; and

WHEREAS, on January 10, 2023, the City Commission reviewed the salary of the City Manager, evaluated the performance of the City Manager at that public meeting, and unanimously voted to increase the salary of the City Manager to \$165,000 per year.

NOW, THEREFORE, In consideration of the mutual covenants herein contained, the parties amend the Original Agreement as follows:

1. All references in the Original Agreement to the City Council of the City of Daytona Beach shall be amended to refer to the City Commission of the City of Daytona Beach Shores.
2. Section 4 of the Original Agreement is amended to read:

Section 4. Salary.

A. Employer agrees to pay the City Manager for his services rendered pursuant hereto as City Manager an annual base salary of \$165,000.00 payable in installments at the same time as other employees of the City of Daytona Beach Shores are paid.



B. Employee's base salary shall be increased in accordance with any increase granted across-the-board to all salaried city employees for any market-based, or cost-of-living wage adjustments (excluding the existing city merit pay increase plan). In addition, the City agrees to increase the base salary and/or benefits of Employee in such amounts and to such extent as the City Commission by majority vote determines desirable on the basis of any salary and/or benefits review of Employee (whether an annual review or otherwise). In the event of an increase of salary or benefits under this paragraph, this Agreement shall be deemed amended to reflect the increased salary and/or benefits.

3. All other terms and conditions of the Original Agreement remain the same.

IN WITNESS THEREOF, the City of Daytona Beach Shores has caused this First Amendment to Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate.

**CITY OF DAYTONA BEACH SHORES**

Nancy Miller      Feb 14, 2023  
Nancy Miller, Mayor      Date

**EMPLOYEE**

Kurt D. Swartzlander      2/15/23  
Kurt D. Swartzlander, Employee      Date

**CITY CLERK**

Ch Schwab      2/14/2023  
Cheri Schwab, City Clerk      Date



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

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Approval of New City Manager Evaluation Form

**SYNOPSIS:**

At the City Commission Workshop on July 23rd, the commission discussed utilizing a new form for the CM evaluation. The attached is the modified form approved by consensus at the workshop.

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

I move to approve the form for future City Manager evaluations.

**ATTACHMENT:** 1. cm evaluation form 2025



## City Manager Performance Evaluation Form 2025

|                                                                                                                                                                                                                                                                                                                                                                                | Place a mark in the box that applies |                      |                      |                        |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|----------------------|------------------------|---------------|
| <b>Professional Skills</b>                                                                                                                                                                                                                                                                                                                                                     | Unsatisfactory 1                     | Improvement needed 2 | Meets Expectations 3 | Exceeds Expectations 4 | Outstanding 5 |
| <b>Leadership:</b> Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.                                            |                                      |                      |                      |                        |               |
| <b>Decision Making/Judgment:</b> Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.                                                                                                                                                     |                                      |                      |                      |                        |               |
| <b>Planning and Organization:</b> Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames. |                                      |                      |                      |                        |               |
| <b>Legislative:</b> Advises the City Commission on relevant legislation and developments in the area of public policy.                                                                                                                                                                                                                                                         |                                      |                      |                      |                        |               |
| <b>Budgeting:</b> Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.                                                                                                                                               |                                      |                      |                      |                        |               |



## City Manager Performance Evaluation Form 2025

|                                                                                                                                                                                                                          | Place a mark in the box that applies |                      |                      |                        |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|----------------------|------------------------|---------------|
| <b>Professional Skills</b>                                                                                                                                                                                               | Unsatisfactory 1                     | Improvement needed 2 | Meets Expectations 3 | Exceeds Expectations 4 | Outstanding 5 |
| <b>Financial Reporting:</b> Provides the Commission with reports on the financial status of the City government in accordance with the Charter and requirements of the City Commission.                                  |                                      |                      |                      |                        |               |
| <b>Responsiveness:</b> Responds in a timely manner to the requests of Commission and citizens.                                                                                                                           |                                      |                      |                      |                        |               |
| <b>Dispute Resolution:</b> Handles disputes or complaints involving citizens in an effective, equitable, timely and professional manner.                                                                                 |                                      |                      |                      |                        |               |
| <b>Follows Direction:</b> Understands and follows Commission's direction. Presents City Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.     |                                      |                      |                      |                        |               |
| <b>Commission:</b> Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role. |                                      |                      |                      |                        |               |
| <b>Relationship with Commission:</b> Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.                                                                  |                                      |                      |                      |                        |               |
| <b>Access:</b> Available to the Commission on official business either personally or through designated subordinates.                                                                                                    |                                      |                      |                      |                        |               |
| <b>Activities:</b> Reports departmental and staff activities to the Commission.                                                                                                                                          |                                      |                      |                      |                        |               |





## City Manager Performance Evaluation Form 2025

|                                                                                                                                                                                                     | Place a mark in the box that applies                        |                      |                      |                        |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------|----------------------|------------------------|---------------|
| <b>Professional Skills</b>                                                                                                                                                                          | Unsatisfactory 1                                            | Improvement needed 2 | Meets Expectations 3 | Exceeds Expectations 4 | Outstanding 5 |
| <b>Job Knowledge:</b> Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.                                                     |                                                             |                      |                      |                        |               |
| <b>Personnel Management:</b> Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance. |                                                             |                      |                      |                        |               |
| <b>Ethical Standards:</b> Conforms to the highest standards of the profession.                                                                                                                      |                                                             |                      |                      |                        |               |
| <b>TOTAL POINTS ÷ 16 = _____</b>                                                                                                                                                                    | * total points will be amended if any score of N/A is given |                      |                      |                        |               |

### City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

B. Items the Manager does not currently do that his City Commission member would like him to start.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

Evaluator signature

---

Date

---



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

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Kurt Swartzlander, City Manager

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Consideration of moving Alternate Member to Regular status for Planning & Zoning Board

**SYNOPSIS:**

Regular member, Jeni Groot-Begnaud submitted her resignation, and it is past practice to move an alternate to fill the vacancy.

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

On August 6, 2024, Jeni Groot-Begnaud emailed her resignation from the Planning & Zoning Board to the City Clerk. It has been past practice to move an existing Alternate Member to Regular Member status. There are currently two alternates for consideration: Guy Desai and Chris Pollard. Both are interested in moving to Regular Status.

**LEGAL REVIEW:**

**RECOMMENDATION:**

This item is up to the discretion of the City Commission.

**SUGGESTED MOTION:**

I move to appoint XXX to Regular Member status for the Planning & Zoning Board.

**ATTACHMENT:** 1. jeni groot resignation

**Schwab, Cheri**

---

**From:** Jeni Grootbegnaud <jeni@rjbegnaud.com>  
**Sent:** Tuesday, August 6, 2024 9:36 AM  
**To:** Schwab, Cheri  
**Subject:** Planning & Zoning Board Resignation

Good Morning Cheri,

Per our discussion a few days ago, I will need to resign from the Planning & Zoning Board effective immediately as I have accepted employment that involves frequent travel that will interfere with availability for meetings.

I've very much enjoyed work with the P&Z Board and appreciate all you do for the city!

Very Respectfully,

Jeni Groot-Begnaud  
912-230-6345



## **CITY COMMISSION AGENDA MEMORANDUM AUGUST 27, 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 Andrinopoulos Park naming rights

### **SYNOPSIS:**

For consideration by the City Commission is an offer made to the City by Mr. John Andrinopoulos that the City purchase from Mr. Andrinopoulos the naming rights to "The Andrinopoulos Park" located at 2540 S. Atlantic Avenue, Daytona Beach Shores. Although no written offer was tendered, Mr. Andrinopoulos verbally offered to sell the naming rights to "The Andrinopoulos Park" to the City for \$250,000 payable from the City to Mr. Andrinopoulos. If the City purchased the naming rights from Mr. Andrinopoulos, the park would no longer have to be named "The Andrinopoulos Park", and the City could rename the park to any name chosen by the City, such as "The Seaspray Park", which was that park's former name.

### **FISCAL IMPACT STATEMENT:**

To be determined.

### **BACKGROUND:**

The City purchased the subject property in 2005 for \$2,000,000 and converted the property into a public park. The transaction was the subject of litigation between Victoria Enterprises, Inc., the seller of the property, and the City. Following are the alleged facts of the litigation:  
The City offered to purchase the property from Victoria Enterprises for \$2,178,000. Mr. John Andrinopoulos, as President of Victoria Enterprises, agreed to accept a lesser amount of \$2,000,000 under the condition that the City name the park "The Andrinopoulos Park". After closing the transaction and constructing the park, the City named the park "The Seaspray Park" instead. Victoria Enterprises filed a lawsuit against the City, which was voluntarily dismissed with prejudice after the mutual execution of a settlement agreement. The terms of the settlement included a total release of all claims, and a hold harmless agreement among other standard settlement terms. The City also paid Victoria Enterprises \$42,500 and changed the name of the park to "The Andrinopoulos Park". Mr. Andrinopoulos is now inquiring whether the City would be willing to purchase from him the naming rights of "The Andrinopoulos Park" for a \$250,000 payment from the City to Mr. Andrinopoulos.

### **LEGAL REVIEW:**



The City Attorney recommends discussion and consideration of the offer. It should be kept in mind that municipal funds can only be used for municipal purposes, so if funds are expended for these naming rights, the Commission should make a finding that the expenditure fulfills a municipal purpose.

**RECOMMENDATION:**

As discussed and determined by the city commission.

**SUGGESTED MOTION:**

As discussed and determined by the city commission.

- ATTACHMENT:**
1. Viktoria Ent. Notice of Voluntary Dismissal 2-23-2011
  2. Volusia County Property Appraiser's Office 2540 S. Atlantic
  3. Settlement Agreement 2-11-2011
  4. HUD Settlement Statement 2540 S. Atlantic Avenue
  5. Beazley letter notice of intent 10-13-2009 (1)

IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT,  
IN AND FOR VOLUSIA COUNTY, FLORIDA

VIKTORIA ENTERPRISES, INC. )  
a Florida corporation )  
Plaintiff, )

-vs-

CITY OF DAYTONA BEACH )  
SHORES, a Florida )  
municipal corporation, )  
Defendant. )

CASE NO.: 2010 33897 CICI  
JUDGE: Richard S. Graham  
DIVISION: 31

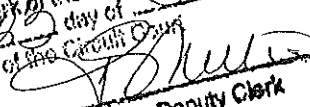
NOTICE OF VOLUNTARY DISMISSAL

TO: Mr. Lonnie Neil Groot  
1001 Heathrow Park Ln., Ste 4001  
Lake Mary, FL 32746-7624

YOUR ARE NOTIFIED that plaintiff hereby voluntarily dismisses  
with prejudice the above-styled action pursuant to Fla. R. Civ. P.  
1.420(a)(1).

Dated: February 23, 2011.

Original of this document was filed in the Office of  
the Clerk of the Circuit Court, Volusia County, Florida,  
this 23 day of Feb, 2011.  
Clerk of the Circuit Court

By:   
Deputy Clerk



EDWARD H. BEAZLEY, JR.  
Florida Bar No. 0515612  
Attorney for Plaintiff,  
Viktoria Enterprises, Inc.  
221 North Causeway  
New Smyrna Beach, FL 32169  
Telephone: (386) 690-6709  
Facsimile: (866) 610-6576  
E-mail: beazley@beazleylaw.com

## CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Mr. Lonnie Neil Groot, 1001 Heathrow Park Ln., Ste 4001, Lake Mary, FL 32746-7624 by United States Mail and by facsimile on February 23, 2011.



---

**EDWARD H. BEAZLEY, JR.**  
Florida Bar No. 0515612  
Attorney for Plaintiff,  
Viktoria Enterprises, Inc.  
221 North Causeway  
New Smyrna Beach, FL 32169  
Telephone: (386) 690-6709  
Facsimile: (866) 610-6576  
E-mail: beazley@beazleylaw.com



**Volusia County Property Appraiser**  
123 W. Indiana Ave., Rm. 102  
DeLand, FL. 32720  
Phone: (386) 736-5901 Web: [vcpa.vcgov.org](http://vcpa.vcgov.org)

Property Summary

|                             |                                                                                                                                                              |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alternate Key:              | 3419120                                                                                                                                                      |
| Parcel ID:                  | 532201000351                                                                                                                                                 |
| Township-Range-Section:     | 15 - 33 - 22                                                                                                                                                 |
| Subdivision-Block-Lot:      | 01 - 00 - 0351                                                                                                                                               |
| Owner(s):                   | CITY OF DAYTONA BEACH SHORES - M - Municipal - 100%                                                                                                          |
| Mailing Address On File:    | 2990 S ATLANTIC AVE<br>DAYTONA BEACH SHORES FL 32118                                                                                                         |
| Physical Address:           | 2540 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118                                                                                                              |
| Building Count:             | 1                                                                                                                                                            |
| Neighborhood:               | 7362 - W/S ATL AVE DAYTONA BCH SHORE                                                                                                                         |
| Subdivision Name:           | C N MORRIS MB 17 PG 38                                                                                                                                       |
| Property Use:               | 8000 - VACANT GOVERNMENTAL                                                                                                                                   |
| Tax District:               | 403-DAYTONA BEACH SHORES                                                                                                                                     |
| 2024 Proposed Millage Rate: | 16.7206                                                                                                                                                      |
| Homestead Property:         | No                                                                                                                                                           |
| Agriculture Classification: | No                                                                                                                                                           |
| Short Description:          | 22 15 33 E 200 FT OF LOTS 34 & 35 & S 23.85 FT OF LOT 33 W O<br>F S ATLANTIC AVE C N MORRIS SUB MB 1 PG 118 PER OR 4510 PGS<br>2475-2476 PER OR 5747 PG 0603 |

Property Values

|             |                   |                   |                   |
|-------------|-------------------|-------------------|-------------------|
| Tax Year:   | 2024 Working      | 2023 Final        | 2022 Final        |
| Valuation   | 1-Market Oriented | 1-Market Oriented | 1-Market Oriented |
| Method:     | Cost              | Cost              | Cost              |
| Improvement | \$50,105          | \$43,658          | \$38,729          |
| Value:      | \$544,500         | \$532,400         | \$508,200         |
| Land Value: | \$594,605         | \$576,058         | \$546,929         |
| Just/Market |                   |                   |                   |
| Value:      |                   |                   |                   |

Working Tax Roll Values by Taxing Authority

Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 PROPOSED MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

| Tax Authority |                     | Just/Market Value | Assessed Value | Exempt Value | Exempt Rate | Millage Rate | Estimated Taxes |
|---------------|---------------------|-------------------|----------------|--------------|-------------|--------------|-----------------|
| 0017          | CAPITAL IMPROVEMENT | \$594,605         | \$594,605      | \$594,605    | 0.0000      | 1.5000       | \$0.00          |
| 0012          | DISCRETIONARY       | \$594,605         | \$594,605      | \$594,605    | 0.0000      | 0.7480       | \$0.00          |
| 0011          | REQ LOCAL EFFORT    | \$594,605         | \$594,605      | \$594,605    | 0.0000      | 3.0370       | \$0.00          |
| 0050          | GENERAL FUND        | \$594,605         | \$594,605      | \$594,605    | 0.0000      | 3.2862       | \$0.00          |



|      |                                     |           |           |           |     |         |        |
|------|-------------------------------------|-----------|-----------|-----------|-----|---------|--------|
| 0053 | LAW ENFORCEMENT FUND                | \$594,605 | \$594,605 | \$594,605 | \$0 | 1.5994  | \$0.00 |
| 0055 | LIBRARY                             | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.3891  | \$0.00 |
| 0520 | MOSQUITO CONTROL                    | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.1647  | \$0.00 |
| 0530 | PONCE INLET PORT AUTHORITY          | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.0692  | \$0.00 |
| 0058 | VOLUSIA ECHO                        | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.2000  | \$0.00 |
| 0057 | VOLUSIA FOREVER                     | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.2000  | \$0.00 |
| 0065 | FLORIDA INLAND NAVIGATION DISTRICT  | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.0288  | \$0.00 |
| 0100 | HALIFAX HOSPITAL AUTHORITY          | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.7309  | \$0.00 |
| 0060 | ST JOHN'S WATER MANAGEMENT DISTRICT | \$594,605 | \$594,605 | \$594,605 | \$0 | 0.1793  | \$0.00 |
| 0240 | DAYTONA BEACH SHORES                | \$594,605 | \$594,605 | \$594,605 | \$0 | 4.5880  | \$0.00 |
|      |                                     |           |           |           |     | 16.7206 | \$0.00 |

Non-Ad Valorem Assessments

|         |        |      |        |                                          |               |
|---------|--------|------|--------|------------------------------------------|---------------|
| Project | #Units | Rate | Amount | Estimated Ad Valorem Tax:                | \$0.00        |
|         |        |      |        | Estimated Non-Ad Valorem                 | \$0.00        |
|         |        |      |        | Tax:                                     |               |
|         |        |      |        | <b>Estimated Taxes:</b>                  | <b>\$0.00</b> |
|         |        |      |        | Estimated Tax Amount without SOH/10CAP ⓘ | \$9,942.15    |

Where your tax dollars are going:

Previous Years Certified Tax Roll Values

| Year | Land Value | Impr Value | Just Value | Non-Sch Assd | County Exemptions | County Taxable | HX Savings |
|------|------------|------------|------------|--------------|-------------------|----------------|------------|
| 2023 | \$532,400  | \$43,658   | \$576,058  | \$565,433    | \$565,433         | \$0            | \$0        |
| 2022 | \$508,200  | \$38,729   | \$546,929  | \$514,030    | \$514,030         | \$0            | \$0        |
| 2021 | \$435,600  | \$31,700   | \$467,300  | \$467,300    | \$467,300         | \$0            | \$0        |

|      |           |          |           |           |           |     |     |
|------|-----------|----------|-----------|-----------|-----------|-----|-----|
| 2020 | \$435,600 | \$39,206 | \$474,806 | \$474,806 | \$474,806 | \$0 | \$0 |
| 2019 | \$435,600 | \$46,639 | \$482,239 | \$482,239 | \$482,239 | \$0 | \$0 |
| 2018 | \$435,600 | \$24,975 | \$460,575 | \$454,076 | \$454,076 | \$0 | \$0 |
| 2017 | \$387,200 | \$25,596 | \$412,796 | \$412,796 | \$412,796 | \$0 | \$0 |
| 2016 | \$387,200 | \$26,141 | \$413,341 | \$413,341 | \$413,341 | \$0 | \$0 |
| 2015 | \$387,200 | \$27,799 | \$414,999 | \$414,999 | \$414,999 | \$0 | \$0 |

Land Data

| #                 | Land Use                       | Ag | Type                 | Units | Acres | Sq Feet | FF | Depth | Rate  | Just Value |
|-------------------|--------------------------------|----|----------------------|-------|-------|---------|----|-------|-------|------------|
| 1                 | 8089-VAC<br>GOV -<br>MUNICIPAL | N  | S-<br>SQUARE<br>FEET |       |       | 48,400  |    |       | 11.25 | \$544,500  |
| Total Land Value: |                                |    |                      |       |       |         |    |       |       | \$544,500  |

Miscellaneous Improvement(s)

| #                          | Type                      | Year | Area   | Units | L x W | Depreciated Value |
|----------------------------|---------------------------|------|--------|-------|-------|-------------------|
| 1                          | PVA-PAVING ASPHALT        | 1990 | 23,504 | 1     |       | \$14,855          |
| 2                          | PFL-LIGHT, PARKING LOT    | 1990 | 1      | 4     |       | \$580             |
| 3                          | GZO-GAZEBO                | 2009 | 784    | 1     |       | \$4,347           |
| 4                          | RTN-FENCE, WALL RETAINING | 2009 | 96     | 1     |       | \$1,355           |
| 5                          | PVC-PAVING CONCRETE       | 2009 | 4,993  | 1     |       | \$28,968          |
| Total Miscellaneous Value: |                           |      |        |       |       | \$50,105          |

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

| Book/Page   | Instrument No.             | Sale Date  | Deed Type        | Qualified/Unqualified | Vacant/Improved | Sale Price  |
|-------------|----------------------------|------------|------------------|-----------------------|-----------------|-------------|
| 5747 / 0603 | <a href="#">2006011653</a> | 12/21/2005 | WD-WARRANTY DEED | UNQUALIFIED           | IMPROVED        | \$2,000,000 |
| 4510 / 2475 | <a href="#">2000001924</a> | 12/15/1999 | WD-WARRANTY DEED | UNQUALIFIED           | IMPROVED        | \$2,300,000 |
| 3971 / 1489 | <a href="#">1994185908</a> | 12/15/1994 | WD-WARRANTY DEED | UNQUALIFIED           | IMPROVED        | \$2,218,000 |
| 3421 / 0897 | <a href="#">1990013737</a> | 01/15/1990 | WD-WARRANTY DEED | UNQUALIFIED           | IMPROVED        | \$100       |
| 3390 / 0251 | <a href="#">1989152229</a> | 11/15/1989 | WD-WARRANTY DEED | UNQUALIFIED           | IMPROVED        | \$400,000   |
| 2377 / 0108 |                            | 06/15/1982 | WD-WARRANTY DEED | UNQUALIFIED           | VACANT          | \$65,000    |

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

| Legal Description                                                                                                                                                 | Millage Group | Township-Range-<br>Section | Subdivision-<br>Block-Lot | Date<br>Created   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------|---------------------------|-------------------|
| 22 15 33 E 200 FT OF LOTS 34 & 35 & S<br>23.85 FT OF LOT 33 W OF S ATLANTIC<br>AVE C N MORRIS SUB MB 1 PG 118 PER<br>OR 4510 PGS 2475-2476 PER OR 5747 PG<br>0603 | 403           | 15 - 33 - 22               | 01 - 00 - 0351            | 29-<br>DEC-<br>81 |

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser’s office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

| Date       | Number      | Description     | Amount    |
|------------|-------------|-----------------|-----------|
| 08/13/2008 | BP2008-256  | NEW CONST       | \$200,000 |
| 12/26/1989 | 19891109030 | IMPACT CITY     | \$0       |
| 12/01/1989 | 2210        | COMM/NC HBG/TAM | \$400,000 |

## **ABSOLUTE AND PLENARY RELEASE OF CLAIMS**

### **KNOW ALL MEN BY THESE PRESENTS:**

That VIKTORIA ENTERPRISES, INC. (hereinafter sometimes referred to as VIKTORIA), as a Florida Corporation (but, also, for all persons or entities which may derive claims, benefits or entitlements through VIKTORIA in any way), for and in consideration of the payment of \$42,500.00 (Forty-two thousand and five hundred dollars and zero cents) on or before March 1, 2011, contingent upon approval of the City of Daytona Beach Shores' governing body by February 22, 2011, hereby remises, releases, holds harmless, forever discharges and agrees to indemnify, and by these presents does, for itself and its heirs, executors and administrators, remise, release, acquit, satisfy, hold harmless, forever discharge, remise and acquit and agrees to indemnify the City of Daytona Beach Shores, Florida (hereinafter sometimes referred to as the CITY), and its elected and appointed officials, officers, employees, agents, attorneys and all other persons, firms, corporations, or other entities in privity with the CITY (sometimes referred to herein as "representatives"), of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, prosecutions, claims and demands whatsoever, in law or in equity, howsoever named or effectuated, which against them it ever had, now has or which their heirs, executors or administrators, hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents relating to the matters which resulted, in any way, shape or form, from the CITY's alleged violation of the Purchase and Sale Agreement between the CITY and VIKTORIA as related to 2540 S. Atlantic Avenue, Daytona Beach Shores, Florida, on or

Viktoria Enterprises, Inc. —Release

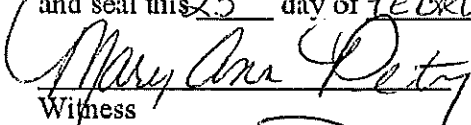
Page 1 of 3



about, December 29, 2005 relating to the naming the park any name other than the "The Andrinopoulos Park". VIKTORIA and its representatives and all persons or entities which may derive claims, benefits or entitlements through VIKTORIA agrees the City is on the date of this agreement in full and complete compliance with all of the terms and conditions of the Purchase and Sale Agreement between the City of Daytona Beach Shores, Florida and Viktoria Enterprises, Inc. as related to 2540 S. Atlantic Avenue, Daytona Beach Shores, Florida, on or about, December 29, 2005, and by this agreement it forever releases any and all claims or damages it made have against any person living or dead or any entity governmental or private for any and all violations to the contract that may have occurred prior to the execution of this agreement. The undersigned understands and agrees that neither the CITY nor any CITY representatives have accepted liability in this matter and that the CITY and its representatives shall always be, as a matter of law and fact, not liable. The undersigned has read the foregoing release, fully understands it and its contents, and has knowingly executed the document with benefit of counsel. This document binds the Andrinopoulos family, as that phrase can be most liberally and expansively defined, although executed by and on behalf of a corporate entity.

The undersigned, and those bound hereby, further, covenant not to sue or assert any claim against the CITY and its representatives.

IN WITNESS WHEREOF, I, VIKTORIA ENTERPRISES, INC., have hereby set my hand and seal this 23 day of FEBRUARY, 2011.

  
Witness

Mary Ann Peetz  
Print Name

  
Witness

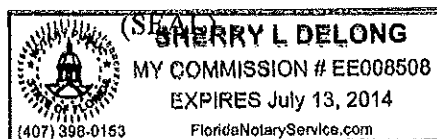
I HAVE READ AND FULLY UNDERSTAND  
HIS RELEASE OF ALL CLAIMS.

  
VIKTORIA ENTERPRISES, INC., Plaintiff

Sandy Wagner  
Print Name

COUNTY OF VOLUSIA  
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED before me this 23<sup>RD</sup> day of FEBRUARY, 2011, by,  
PAUL ANDRINOPOLUS, an agent or representative of VIKTORIA ENTERPRISES,  
INC., to me personally known (or produced FLDL AS36697880570 as identification), and who  
did take an oath.



Sherry L. DeLong  
Notary Public, State of Florida  
Print Name Sherry L. DeLong

<sup>i</sup> The expansiveness of this document and the effect of this document is, again, restated, notwithstanding the use of the singular term at this point of the document for the sake of clarity and convenience.

**A. Settlement Statement**U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

|                                                                                                                                                                                                                                                                                      |                            |                                                                                       |                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------|-----------------------------------|
| <b>B. Type of Loan</b>                                                                                                                                                                                                                                                               |                            |                                                                                       |                                   |
| 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins.                                                                                                                                                                 | 6. File Number<br>VIKTORIA | 7. Loan Number                                                                        | 8. Mortgage Insurance Case Number |
| 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.                                                                                                                                                                                                                |                            |                                                                                       |                                   |
| C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. |                            |                                                                                       |                                   |
| <b>D. NAME OF BORROWER:</b> CITY OF DAYTONA BEACH SHORES                                                                                                                                                                                                                             |                            |                                                                                       |                                   |
| <b>ADDRESS OF BORROWER:</b> 2990 South Atlantic Avenue, DAYTONA BEACH, FL 32118                                                                                                                                                                                                      |                            |                                                                                       |                                   |
| <b>E. NAME OF SELLER:</b> VIKTORIA ENTERPRISES, INC.                                                                                                                                                                                                                                 |                            |                                                                                       |                                   |
| <b>ADDRESS OF SELLER:</b> 220 Riverside Blvd., Apt. 24A, New York, NY 10069                                                                                                                                                                                                          |                            |                                                                                       |                                   |
| <b>F. NAME OF LENDER:</b>                                                                                                                                                                                                                                                            |                            |                                                                                       |                                   |
| <b>ADDRESS OF LENDER:</b>                                                                                                                                                                                                                                                            |                            |                                                                                       |                                   |
| <b>G. PROPERTY LOCATION:</b> 2540 South Atlantic Avenue<br>Daytona Beach Shores, FL 32118                                                                                                                                                                                            |                            |                                                                                       |                                   |
| <b>H. SETTLEMENT AGENT:</b> OSSINSKY & GEORGE, ATTORNEYS AT LAW<br>500 N OLEANDER AVENUE, DAYTONA BEACH, FL 32118-4083                                                                                                                                                               |                            |                                                                                       |                                   |
| <b>PLACE OF SETTLEMENT:</b> 500 N OLEANDER AVENUE, DAYTONA BEACH, FL 32118-4083                                                                                                                                                                                                      |                            |                                                                                       |                                   |
| <b>I. SETTLEMENT DATE:</b> 12/29/2005                                                                                                                                                                                                                                                |                            |                                                                                       |                                   |
| <b>J. SUMMARY OF BORROWER'S TRANSACTION</b>                                                                                                                                                                                                                                          |                            | <b>K. SUMMARY OF SELLER'S TRANSACTION</b>                                             |                                   |
| 100. GROSS AMOUNT DUE FROM BORROWER                                                                                                                                                                                                                                                  |                            | 400. GROSS AMOUNT DUE TO SELLER                                                       |                                   |
| 101. Contract sales price                                                                                                                                                                                                                                                            | 2,000,000.00               | 401. Contract sales price                                                             | 2,000,000.00                      |
| 102. Personal property                                                                                                                                                                                                                                                               |                            | 402. Personal property                                                                |                                   |
| 103. Settlement charges to borrower (line 1400)                                                                                                                                                                                                                                      | 10.00                      | 403.                                                                                  |                                   |
| 104.                                                                                                                                                                                                                                                                                 |                            | 404.                                                                                  |                                   |
| 105.                                                                                                                                                                                                                                                                                 |                            | 405.                                                                                  |                                   |
| Adjustments for items paid by seller in advance                                                                                                                                                                                                                                      |                            | Adjustments for items paid by seller in advance                                       |                                   |
| 106. City/town taxes to                                                                                                                                                                                                                                                              |                            | 406. City/town taxes to                                                               |                                   |
| 107. County taxes 12/29/2005 to 1/1/2006                                                                                                                                                                                                                                             |                            | 407. County taxes 12/29/2005 to 1/1/2006                                              |                                   |
| 108. Assessments to                                                                                                                                                                                                                                                                  |                            | 408. Assessments to                                                                   |                                   |
| 109. to                                                                                                                                                                                                                                                                              |                            | 409. to                                                                               |                                   |
| 110. to                                                                                                                                                                                                                                                                              |                            | 410. to                                                                               |                                   |
| 111. to                                                                                                                                                                                                                                                                              |                            | 411. to                                                                               |                                   |
| 112. to                                                                                                                                                                                                                                                                              |                            | 412. to                                                                               |                                   |
| 120. GROSS AMOUNT DUE FROM BORROWER                                                                                                                                                                                                                                                  | 2,000,010.00               | 420. GROSS AMOUNT DUE TO SELLER                                                       | 2,000,000.00                      |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER                                                                                                                                                                                                                                        |                            | 500. REDUCTIONS IN AMOUNT DUE TO SELLER                                               |                                   |
| 201. Deposit or earnest money                                                                                                                                                                                                                                                        | 25,000.00                  | 501. Excess deposit (see instructions)                                                |                                   |
| 202. Principal amount of new loan(s)                                                                                                                                                                                                                                                 |                            | 502. Settlement charges to seller (line 1400)                                         | 152,544.08                        |
| 203. Existing loan(s) taken subject to                                                                                                                                                                                                                                               |                            | 503. Existing loan(s) taken subject to                                                |                                   |
| 204.                                                                                                                                                                                                                                                                                 |                            | 504. Payoff of first mortgage loan                                                    | 835,570.03                        |
|                                                                                                                                                                                                                                                                                      |                            | Bank of America                                                                       |                                   |
| 205.                                                                                                                                                                                                                                                                                 |                            | 505. Payoff of second mortgage loan                                                   |                                   |
| 206. Principal amount of seller financing                                                                                                                                                                                                                                            |                            | 506. Principal amount of seller financing                                             |                                   |
| 207.                                                                                                                                                                                                                                                                                 |                            | 507.                                                                                  |                                   |
| 208.                                                                                                                                                                                                                                                                                 |                            | 508.                                                                                  |                                   |
| 209.                                                                                                                                                                                                                                                                                 |                            | 509.                                                                                  |                                   |
| 209a                                                                                                                                                                                                                                                                                 |                            | 509a                                                                                  |                                   |
| 209b                                                                                                                                                                                                                                                                                 |                            | 509b                                                                                  |                                   |
| Adjustments for items unpaid by seller                                                                                                                                                                                                                                               |                            | Adjustments for items unpaid by seller                                                |                                   |
| 210. City/town taxes to                                                                                                                                                                                                                                                              |                            | 510. City/town taxes to                                                               |                                   |
| 211. County taxes to                                                                                                                                                                                                                                                                 |                            | 511. County taxes to                                                                  |                                   |
| 212. Assessments to                                                                                                                                                                                                                                                                  |                            | 512. Assessments to                                                                   |                                   |
| 213. to                                                                                                                                                                                                                                                                              |                            | 513. to                                                                               |                                   |
| 214. to                                                                                                                                                                                                                                                                              |                            | 514. to                                                                               |                                   |
| 215. to                                                                                                                                                                                                                                                                              |                            | 515. to                                                                               |                                   |
| 216. to                                                                                                                                                                                                                                                                              |                            | 516. to                                                                               |                                   |
| 217. to                                                                                                                                                                                                                                                                              |                            | 517. to                                                                               |                                   |
| 218. to                                                                                                                                                                                                                                                                              |                            | 518. to                                                                               |                                   |
| 219. to                                                                                                                                                                                                                                                                              |                            | 519. to                                                                               |                                   |
| 220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER                                                                                                                                                                                                                                  | 25,000.00                  | 520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER                                            | 988,114.11                        |
| 300. CASH AT SETTLEMENT FROM/TO BORROWER                                                                                                                                                                                                                                             |                            | 600. CASH AT SETTLEMENT TO/FROM SELLER                                                |                                   |
| 301. Gross amount due from borrower (line 120)                                                                                                                                                                                                                                       | 2,000,010.00               | 601. Gross amount due to seller (line 420)                                            | 2,000,000.00                      |
| 302. Less amounts paid by/for borrower (line 220)                                                                                                                                                                                                                                    | 25,000.00                  | 602. Less reductions in amount due seller (line 520)                                  | 988,114.11                        |
| 303. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER                                                                                                                                                                                              | 1,975,010.00               | 603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER | 1,011,885.89                      |

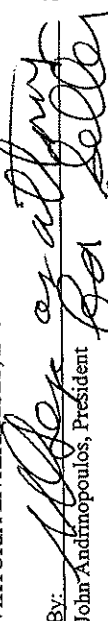
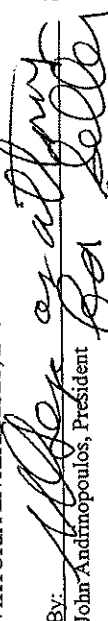
| L. Settlement Charges                                                            |                                                                                |                                           |           |            |            |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|-----------|------------|------------|
| 700. TOTAL SALES/BROKER'S COM. based on price 2,000,000.00 @ % =                 |                                                                                |                                           |           | Paid From  | Paid From  |
| Division of Commission (line 700) as follows:                                    |                                                                                |                                           |           | Borrower's | Seller's   |
|                                                                                  |                                                                                |                                           |           | Funds At   | Funds At   |
|                                                                                  |                                                                                |                                           |           | Settlement | Settlement |
| 701.                                                                             | to                                                                             |                                           |           |            |            |
| 702.                                                                             | to                                                                             |                                           |           |            |            |
| 703. Commission paid at Settlement                                               |                                                                                |                                           |           |            |            |
| 704.                                                                             | to                                                                             |                                           |           |            |            |
| 800. Items Payable In Connection With Loan                                       |                                                                                |                                           |           |            |            |
| 801.                                                                             | Loan Origination Fee                                                           | % to                                      |           |            |            |
| 802.                                                                             | Loan Discount                                                                  | % to                                      |           |            |            |
| 803.                                                                             | Appraisal Fee                                                                  | to                                        |           |            |            |
| 804.                                                                             | Credit Report                                                                  | to                                        |           |            |            |
| 805.                                                                             | Lender's Inspection Fee                                                        | to                                        |           |            |            |
| 806.                                                                             | Mortgage Insurance Application Fee                                             | to                                        |           |            |            |
| 807.                                                                             | Held in escrow until bldg demolished                                           | to Senstrom, McIntosh, et al, Trust Acct. |           |            | 100,000.00 |
| 808.                                                                             |                                                                                | to                                        |           |            |            |
| 809.                                                                             |                                                                                | to                                        |           |            |            |
| 810.                                                                             |                                                                                | to                                        |           |            |            |
| 811.                                                                             |                                                                                | to                                        |           |            |            |
| 812.                                                                             |                                                                                | to                                        |           |            |            |
| 813.                                                                             |                                                                                | to                                        |           |            |            |
| 814.                                                                             |                                                                                | to                                        |           |            |            |
| 815.                                                                             |                                                                                | to                                        |           |            |            |
| 900. Items Required By Lender To Be Paid In Advance                              |                                                                                |                                           |           |            |            |
| 901.                                                                             | Interest from 12/29/2005 to 1/1/2006 @ /day                                    |                                           |           |            |            |
| 902.                                                                             | Mortgage Insurance Premium for                                                 | months to                                 |           |            |            |
| 903.                                                                             | Hazard Insurance Premium for                                                   | years to                                  |           |            |            |
| 904.                                                                             |                                                                                | years to                                  |           |            |            |
| 905.                                                                             |                                                                                | years to                                  |           |            |            |
| 1000. Reserves Deposited With Lender                                             |                                                                                |                                           |           |            |            |
| 1001.                                                                            | Hazard insurance                                                               | months@                                   | per month |            |            |
| 1002.                                                                            | Mortgage insurance                                                             | months@                                   | per month |            |            |
| 1003.                                                                            | City property taxes                                                            | months@                                   | per month |            |            |
| 1004.                                                                            | County property taxes                                                          | months@                                   | per month |            |            |
| 1005.                                                                            | Annual assessments                                                             | months@                                   | per month |            |            |
| 1006.                                                                            |                                                                                | months@                                   | per month |            |            |
| 1007.                                                                            |                                                                                | months@                                   | per month |            |            |
| 1008.                                                                            |                                                                                | months@                                   | per month |            |            |
| 1009.                                                                            |                                                                                | months@                                   | per month |            |            |
| 1100. Title Charges                                                              |                                                                                |                                           |           |            |            |
| 1101.                                                                            | Settlement or closing fee                                                      | to Ossinsky & George                      |           |            | 250.00     |
| 1102.                                                                            | Abstract or title search                                                       | to Ossinsky & George                      |           |            | 115.00     |
| 1103.                                                                            | Title examination                                                              | to Ossinsky & George                      |           |            | 250.00     |
| 1104.                                                                            | Title insurance binder                                                         | to                                        |           |            |            |
| 1105.                                                                            | Document preparation                                                           | to Ossinsky & George                      |           |            | 250.00     |
| 1106.                                                                            | Notary fees                                                                    | to                                        |           |            |            |
| 1107.                                                                            | Attorney's fees                                                                | to                                        |           |            |            |
| (includes above items numbers:                                                   |                                                                                |                                           |           |            |            |
| 1108.                                                                            | Title insurance                                                                | to Ossinsky & George                      |           |            | 7,575.00   |
| (includes above items numbers:                                                   |                                                                                |                                           |           |            |            |
| 1109.                                                                            | Lender's coverage: Risk Premium                                                | INS AMT:                                  |           |            |            |
| 1110.                                                                            | Owner's coverage: Risk Premium 7,575.00                                        | INS AMT: 2,000,000.00                     |           |            |            |
| 1110a                                                                            |                                                                                |                                           |           |            |            |
| 1111.                                                                            |                                                                                | to                                        |           |            |            |
| 1112.                                                                            |                                                                                | to                                        |           |            |            |
| 1113.                                                                            |                                                                                | to                                        |           |            |            |
| 1200. Government Recording and Transfer Charges                                  |                                                                                |                                           |           |            |            |
| 1201.                                                                            | Recording Fees: Deed \$10.00; L-Mortgage(s) ; S-Mortgage(s) ; Releases \$10.00 |                                           |           | 10.00      | 10.00      |
| 1202.                                                                            | City/county tax/stamps: Deed ; L-Mortgage(s) ; S-Mortgage(s)                   |                                           |           |            | 14,000.00  |
| 1203.                                                                            | State tax/stamps: Deed \$14,000.00; L-Mortgage(s) ; S-Mortgage(s)              |                                           |           |            |            |
| 1204.                                                                            |                                                                                |                                           |           |            |            |
| 1205.                                                                            |                                                                                |                                           |           |            |            |
| 1300. Additional Settlement Charges                                              |                                                                                |                                           |           |            |            |
| 1301.                                                                            | Survey                                                                         | to                                        |           |            |            |
| 1302.                                                                            | Pest Inspection                                                                | to                                        |           |            |            |
| 1303.                                                                            | Roof Inspection                                                                | to                                        |           |            |            |
| 1304.                                                                            | 2005 Taxes                                                                     | to County of Volusia                      |           |            | 29,562.80  |
| 1305.                                                                            | Courier Service                                                                | to Ossinsky & George                      |           |            | 50.00      |
| 1306.                                                                            | Utility Bill                                                                   | to City of Daytona Beach Shores           |           |            | 481.28     |
| 1307.                                                                            |                                                                                | to                                        |           |            |            |
| 1308.                                                                            |                                                                                | to                                        |           |            |            |
| 1309.                                                                            |                                                                                | to                                        |           |            |            |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, SectionK) |                                                                                |                                           |           | 10.00      | 152,544.08 |

I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD - 1 Settlement Statement.

CITY OF DAYTONA BEACH SHORES

CERTIFICATION

DATE: 12/29/2005

By:  GREG NORTHROP, Mayor  
By:  John Andriopoulos, President  
By:  John Andriopoulos, President

Borrower

Borrower

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

OSSINSKY & GEORGE ATTORNEYS AT LAW

Settlement Agent

12/29/2005

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

VIKTORIA



ENTITY(ies)  
**NON-FOREIGN CERTIFICATION**  
BY TRANSFEROR

1. Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person.
2. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required, upon the disposition by VIKTORIA ENTERPRISES, INC., a corporation existing under the laws of the State of Florida ("transferor") of a U.S. real property interest located in Volusia County, Florida and described as follows:  
The East 200 feet of that portion of Lots Thirty-five (35), Thirty-four (34), and the South 23.85 feet of Lot Thirty-Three (33),s lies Westerly of South Atlantic Avenue, an 80 foot street as now laid out C.N. Morris Subdivision, according to the map in Map Book 1, Page 118, of the public records of Volusia County, Florida.

the undersigned hereby certifies the following on behalf of transferor:

- a. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
- c. Transferor's United States taxpayer identification number is:  
VIKTORIA ENTERPRISES, INC.
- d. Transferor's Office Address is  
220 Riverside Blvd., Apt. 24A, New York, NY 10069
- e. There are no other persons who have an ownership interest in the above described property other than Transferor.

3. The undersigned hereby further certifies and declares:

- a. Transferor understands that the purchaser of the above described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (94 Stat 2682 as amended)
- b. Transferor understands this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

DATED this 21<sup>st</sup> day of December , 2005 .

VIKTORIA ENTERPRISES, INC.

By: *John Andrinos*  
John Andrinos, President  
(Corporate Seal)

STATE OF New York

COUNTY OF ~~Manhattan~~ New York

Sworn to and subscribed before me this 21<sup>st</sup> day of December , 2005 by

John Andrinos, President of VIKTORIA ENTERPRISES, INC., a Florida Corporation, on behalf of the corporation

he is personally known to me or he has produced his Florida driver's license as identification.

SHERYL D. LIMPBERT  
Notary Public, State of New York  
No. 06115072374  
Qualified in New York County  
Commission Expires Jan. 27 2007

Printed Name: Sheryl D. Limpbert

Notary Public

My Commission Expires: 1/27/07

(NO LIEN - GAP)  
STATE OF New York  
COUNTY OF Manhattan

# AFFIDAVIT

Before me, the undersigned authority, personally appeared VIKTORIA ENTERPRISES, INC.

who being by me duly sworn, on oath, deposes and says:

1. That it is the owner(s) of the following described property, to wit:  
The East 200 feet of that portion of Lots Thirty-five (35),  
Thirty-four (34), and the South 23.85 feet of Lot Thirty-Three (33), s  
lies Westerly of South Atlantic Avenue, an 80 foot street as now laid  
out C.N. Morris Subdivision, according to the map in Map Book 1, Page  
118, of the public records of Volusia County, Florida.
2. That the above described property is free and clear of all liens, taxes, encumbrances and claims of every kind,  
nature and description whatsoever, except for mortgage or mortgages, if any, described in the deed given between the  
parties named herein, and except for real estate and personal property taxes for the year 2005.
3. That within the past 90 days there have been no improvements, alterations, or repairs to the above described  
property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or  
material furnished for repairing or improving the same, which remain unpaid, except the following:  
**NONE**
4. That there are no mechanic's, materialmen's, or laborer's liens against the above described property.
5. That the personal property contained in the buildings on said property, or on the said premises, and which, if  
any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and  
demands whatsoever.
6. That affiant(s), in the operation of said building and property, complied in all respects with the SALES TAX  
LAW of the State of Florida.
7. That there are no violations of Municipal Ordinances pertaining to the above described property.
8. That this affidavit is made for the purpose of inducing CITY OF DAYTONA BEACH SHORES

to purchase said property from affiant(s):

VIKTORIA ENTERPRISES, INC., a corporation existing under the laws of  
the State of Florida

9. Affiant(s) agree(s) that in the event the current real estate and personal property taxes vary in amount from  
the figures used in making the proration had in closing the transfer and conveyance of the above described property  
to said purchaser(s) then a new proration and a correct and proper adjustment will be made upon demand.
10. That no judgment or decree has been entered in any court of this state or the United States against said  
affiant(s), and which remains unsatisfied.
11. That there is no person in possession of the property or with a claim of possession to the property except  
the owner(s).
12. That there are no matters pending against the Seller that could give rise to a lien that would attach to the  
property between the date of the Commitment and the recording of the interest to be insured, and that the Seller has not  
and will not execute any instrument that would adversely affect the title or interest to be insured.
13. Affiant(s) further state that they are each familiar with the nature of an oath; and with the penalties as pro-  
vided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affi-  
ant(s) further certify that they have read, or have heard read to them, the full facts of this affidavit, and understand  
its context.

VIKTORIA ENTERPRISES, INC.

By: John Andrinos (SEAL)  
John Andrinos, President  
(Corporate Seal)

STATE OF New York  
COUNTY OF Manhattan New York

Sworn to and subscribed before me this 21st day of December, 2005, by  
John Andrinos, President of VIKTORIA ENTERPRISES, INC., a Florida  
Corporation, on behalf of the corporation

he is personally known to me or he has produced his Florida driver's license as identification.

SHERYL D. LIMPET  
Notary Public, State of New York  
No. 0115072374  
Qualified in New York County  
Commission Expires Jan. 27, 2007

Sheryl D. Limpert  
Printed Name: Sheryl D. Limpert  
Notary Public  
My Commission Expires: 1/27/07

Nicholas A. George, Esq.  
OSSINSKY & GEORGE  
500 North Oleander Avenue  
Daytona Beach, FL 32118  
T:386-253-1697 Fax:386-255-5123

Parcel ID Number:

## Warranty Deed

This Indenture, Made this 31<sup>st</sup> day of December, 2005 A.D., Between  
VIKTORIA ENTERPRISES, INC., a corporation existing under the laws of  
the State of Florida  
of the County of Manhattan, State of New York, grantor, and  
CITY OF DAYTONA BEACH SHORES, grantee.

whose address is: 2990 South Atlantic Avenue, DAYTONA BEACH, FL 32118

of the County of VOLUSIA, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Volusia State of Florida to wit:

The East 200 feet of that portion of Lots Thirty-five (35),  
Thirty-four (34), and the South 23.85 feet of Lot Thirty-Three (33),s  
lies Westerly of South Atlantic Avenue, an 80 foot street as now laid  
out C.N. Morris Subdivision, according to the map in Map Book 1, Page  
118, of the public records of Volusia County, Florida.

SUBJECT to Taxes for 2005 and subsequent years, and restrictions,  
easements and reservations of record, if any. The mention of which  
shall not serve to reimpose same.

and the grantor does hereby fully warrant the title to said land; and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

VIKTORIA ENTERPRISES, INC.

Paqueline Benitez  
Printed Name: Paqueline Benitez  
Witness

By: John Andrinos (Seal)  
John Andrinos, President  
P.O. Address: 220 Riverside Blvd., Apt. 24A, New York, NY 10069

Robert King  
Printed Name: Robert King  
Witness

(Corporate Seal)

STATE OF New York  
COUNTY OF ~~Manhattan~~ New York

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of December, 2005 by  
John Andrinos, President of VIKTORIA ENTERPRISES, INC., a Florida  
Corporation, on behalf of the corporation

he is personally known to me or he has produced his Florida driver's license as identification.

SHERYL D. LIMPET  
Notary Public, State of New York  
No. 010572674  
Qualified in New York County  
Commission Expires Jan. 27, 2007

Sheryl D. Limpert  
Printed Name: Sheryl D. Limpert  
Notary Public  
My Commission Expires: 1/27/07

| L. Settlement Charges                                                                |              |                              |                                        | Paid From<br>Borrower's<br>Funds At<br>Settlement | Paid From<br>Seller's<br>Funds At<br>Settlement |
|--------------------------------------------------------------------------------------|--------------|------------------------------|----------------------------------------|---------------------------------------------------|-------------------------------------------------|
| 700. TOTAL SALES/BROKER'S COM. based on price                                        | 2,000,000.00 | @                            | % =                                    |                                                   |                                                 |
| Division of Commission (line 700) as follows:                                        |              |                              |                                        |                                                   |                                                 |
| 701.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 702.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 703. Commission paid at Settlement                                                   |              |                              |                                        |                                                   |                                                 |
| 704.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 800. Items Payable In Connection With Loan                                           |              |                              |                                        |                                                   |                                                 |
| 801. Loan Origination Fee                                                            | %            | to                           |                                        |                                                   |                                                 |
| 802. Loan Discount                                                                   | %            | to                           |                                        |                                                   |                                                 |
| 803. Appraisal Fee                                                                   |              | to                           |                                        |                                                   |                                                 |
| 804. Credit Report                                                                   |              | to                           |                                        |                                                   |                                                 |
| 805. Lender's Inspection Fee                                                         |              | to                           |                                        |                                                   |                                                 |
| 806. Mortgage Insurance Application Fee                                              |              | to                           |                                        |                                                   |                                                 |
| 807. Held in escrow until bldg demolished                                            |              | to                           | Senstrom, McIntosh, et al. Trust Acct. |                                                   | 100,000.00                                      |
| 808.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 809.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 810.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 811.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 812.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 813.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 814.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 815.                                                                                 | to           |                              |                                        |                                                   |                                                 |
| 900. Items Required By Lender To Be Paid In Advance                                  |              |                              |                                        |                                                   |                                                 |
| 901. Interest from 12/29/2005 to 1/1/2006                                            | @            | /day                         |                                        |                                                   |                                                 |
| 902. Mortgage Insurance Premium for                                                  | months to    |                              |                                        |                                                   |                                                 |
| 903. Hazard Insurance Premium for                                                    | years to     |                              |                                        |                                                   |                                                 |
| 904.                                                                                 | years to     |                              |                                        |                                                   |                                                 |
| 905.                                                                                 | years to     |                              |                                        |                                                   |                                                 |
| 1000. Reserves Deposited With Lender                                                 |              |                              |                                        |                                                   |                                                 |
| 1001. Hazard insurance                                                               | months@      | per month                    |                                        |                                                   |                                                 |
| 1002. Mortgage insurance                                                             | months@      | per month                    |                                        |                                                   |                                                 |
| 1003. City property taxes                                                            | months@      | per month                    |                                        |                                                   |                                                 |
| 1004. County property taxes                                                          | months@      | per month                    |                                        |                                                   |                                                 |
| 1005. Annual assessments                                                             | months@      | per month                    |                                        |                                                   |                                                 |
| 1006.                                                                                | months@      | per month                    |                                        |                                                   |                                                 |
| 1007.                                                                                | months@      | per month                    |                                        |                                                   |                                                 |
| 1008.                                                                                | months@      | per month                    |                                        |                                                   |                                                 |
| 1009.                                                                                | months@      | per month                    |                                        |                                                   |                                                 |
| 1100. Title Charges                                                                  |              |                              |                                        |                                                   |                                                 |
| 1101. Settlement or closing fee                                                      | to           | Ossinsky & George            |                                        |                                                   | 250.00                                          |
| 1102. Abstract or title search                                                       | to           | Ossinsky & George            |                                        |                                                   | 115.00                                          |
| 1103. Title examination                                                              | to           | Ossinsky & George            |                                        |                                                   | 250.00                                          |
| 1104. Title insurance binder                                                         | to           |                              |                                        |                                                   |                                                 |
| 1105. Document preparation                                                           | to           | Ossinsky & George            |                                        |                                                   | 250.00                                          |
| 1106. Notary fees                                                                    | to           |                              |                                        |                                                   |                                                 |
| 1107. Attorney's fees                                                                | to           |                              |                                        |                                                   |                                                 |
| (includes above items numbers:                                                       |              |                              |                                        |                                                   |                                                 |
| 1108. Title insurance                                                                | to           | Ossinsky & George            |                                        |                                                   | 7,575.00                                        |
| (includes above items numbers:                                                       |              |                              |                                        |                                                   |                                                 |
| 1109. Lender's coverage: Risk Premium                                                |              | INS AMT:                     |                                        |                                                   |                                                 |
| 1110. Owner's coverage: Risk Premium 7,575.00                                        |              | INS AMT: 2,000,000.00        |                                        |                                                   |                                                 |
| 1110a                                                                                |              |                              |                                        |                                                   |                                                 |
| 1111.                                                                                | to           |                              |                                        |                                                   |                                                 |
| 1112.                                                                                | to           |                              |                                        |                                                   |                                                 |
| 1113.                                                                                | to           |                              |                                        |                                                   |                                                 |
| 1200. Government Recording and Transfer Charges                                      |              |                              |                                        |                                                   |                                                 |
| 1201. Recording Fees: Deed \$10.00; L-Mortgage(s) ; S-Mortgage(s) ; Releases \$10.00 |              |                              |                                        | 10.00                                             | 10.00                                           |
| 1202. City/county tax/stamps: Deed ; L-Mortgage(s) ; S-Mortgage(s)                   |              |                              |                                        |                                                   |                                                 |
| 1203. State tax/stamps: Deed \$14,000.00; L-Mortgage(s) ; S-Mortgage(s)              |              |                              |                                        |                                                   | 14,000.00                                       |
| 1204.                                                                                |              |                              |                                        |                                                   |                                                 |
| 1205.                                                                                |              |                              |                                        |                                                   |                                                 |
| 1300. Additional Settlement Charges                                                  |              |                              |                                        |                                                   |                                                 |
| 1301. Survey                                                                         | to           |                              |                                        |                                                   |                                                 |
| 1302. Pest Inspection                                                                | to           |                              |                                        |                                                   |                                                 |
| 1303. Roof Inspection                                                                | to           |                              |                                        |                                                   |                                                 |
| 1304. 2005 Taxes                                                                     | to           | County of Volusia            |                                        |                                                   | 29,562.80                                       |
| 1305. Courier Service                                                                | to           | Ossinsky & George            |                                        |                                                   | 50.00                                           |
| 1306. Utility Bill                                                                   | to           | City of Daytona Beach Shores |                                        |                                                   | 481.28                                          |
| 1307.                                                                                | to           |                              |                                        |                                                   |                                                 |
| 1308.                                                                                | to           |                              |                                        |                                                   |                                                 |
| 1309.                                                                                | to           |                              |                                        |                                                   |                                                 |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)     |              |                              |                                        | 10.00                                             | 152,544.08                                      |

I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD - 1 Settlement Statement.  
CITY OF DAYTONA BEACH SHORES

CERTIFICATION

DATE: 12/29/2005

By:  GREG NORTHROP, Mayor  
Borrower

By:  John Andrinopoulos, President  
Seller

Borrower

Seller

The HUD-1 Settlement Statement, which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.  
OSSINSKY & GEORGE ATTORNEYS AT LAW

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.  
Settlement Agent  
12/29/2005 Date  
VIKTORIA

**A. Settlement Statement**U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

|                                                                                                                                                                                                                                                                                      |                        |                                                                                       |                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------|-----------------------------------|
| <b>B. Type of Loan</b>                                                                                                                                                                                                                                                               |                        |                                                                                       |                                   |
| 1 <input type="checkbox"/> FHA 2 <input type="checkbox"/> FmHA 3 <input checked="" type="checkbox"/> Conv. Unins                                                                                                                                                                     | 6. File Number         | 7. Loan Number                                                                        | 8. Mortgage Insurance Case Number |
| 4 <input type="checkbox"/> VA 5 <input type="checkbox"/> Conv. Ins.                                                                                                                                                                                                                  | VIKTORIA               |                                                                                       |                                   |
| C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. |                        |                                                                                       |                                   |
| <b>D. NAME OF BORROWER:</b> CITY OF DAYTONA BEACH SHORES                                                                                                                                                                                                                             |                        |                                                                                       |                                   |
| <b>ADDRESS OF BORROWER:</b> 2990 South Atlantic Avenue, DAYTONA BEACH, FL 32118                                                                                                                                                                                                      |                        |                                                                                       |                                   |
| <b>E. NAME OF SELLER:</b> VIKTORIA ENTERPRISES, INC.                                                                                                                                                                                                                                 |                        |                                                                                       |                                   |
| <b>ADDRESS OF SELLER:</b> 220 Riverside Blvd., Apt. 24A, New York, NY 10069                                                                                                                                                                                                          |                        |                                                                                       |                                   |
| <b>F. NAME OF LENDER:</b>                                                                                                                                                                                                                                                            |                        |                                                                                       |                                   |
| <b>ADDRESS OF LENDER:</b>                                                                                                                                                                                                                                                            |                        |                                                                                       |                                   |
| <b>G. PROPERTY LOCATION:</b> 2540 South Atlantic Avenue<br>Daytona Beach Shores, FL 32118                                                                                                                                                                                            |                        |                                                                                       |                                   |
| <b>H. SETTLEMENT AGENT:</b> OSSINSKY & GEORGE, ATTORNEYS AT LAW<br>500 N OLEANDER AVENUE, DAYTONA BEACH, FL 32118-4083                                                                                                                                                               |                        |                                                                                       |                                   |
| <b>PLACE OF SETTLEMENT:</b> 500 N OLEANDER AVENUE, DAYTONA BEACH, FL 32118-4083                                                                                                                                                                                                      |                        |                                                                                       |                                   |
| <b>I. SETTLEMENT DATE:</b> 12/29/2005                                                                                                                                                                                                                                                |                        |                                                                                       |                                   |
| <b>J. SUMMARY OF BORROWER'S TRANSACTION</b>                                                                                                                                                                                                                                          |                        | <b>K. SUMMARY OF SELLER'S TRANSACTION</b>                                             |                                   |
| 100. GROSS AMOUNT DUE FROM BORROWER                                                                                                                                                                                                                                                  |                        | 400. GROSS AMOUNT DUE TO SELLER                                                       |                                   |
| 101. Contract sales price                                                                                                                                                                                                                                                            | 2,000,000.00           | 401. Contract sales price                                                             | 2,000,000.00                      |
| 102. Personal property                                                                                                                                                                                                                                                               |                        | 402. Personal property                                                                |                                   |
| 103. Settlement charges to borrower (line 1400)                                                                                                                                                                                                                                      | 10.00                  | 403.                                                                                  |                                   |
| 104.                                                                                                                                                                                                                                                                                 |                        | 404.                                                                                  |                                   |
| 105.                                                                                                                                                                                                                                                                                 |                        | 405.                                                                                  |                                   |
| Adjustments for items paid by seller in advance                                                                                                                                                                                                                                      |                        | Adjustments for items paid by seller in advance                                       |                                   |
| 106. City/town taxes                                                                                                                                                                                                                                                                 | to                     | 406. City/town taxes                                                                  | to                                |
| 107. County taxes                                                                                                                                                                                                                                                                    | 12/29/2005 to 1/1/2006 | 407. County taxes                                                                     | 12/29/2005 to 1/1/2006            |
| 108. Assessments                                                                                                                                                                                                                                                                     | to                     | 408. Assessments                                                                      | to                                |
| 109.                                                                                                                                                                                                                                                                                 | to                     | 409.                                                                                  | to                                |
| 110.                                                                                                                                                                                                                                                                                 | to                     | 410.                                                                                  | to                                |
| 111.                                                                                                                                                                                                                                                                                 | to                     | 411.                                                                                  | to                                |
| 112.                                                                                                                                                                                                                                                                                 | to                     | 412.                                                                                  | to                                |
| 120. GROSS AMOUNT DUE FROM BORROWER                                                                                                                                                                                                                                                  | 2,000,010.00           | 420. GROSS AMOUNT DUE TO SELLER                                                       | 2,000,000.00                      |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER                                                                                                                                                                                                                                        |                        | 500. REDUCTIONS IN AMOUNT DUE TO SELLER                                               |                                   |
| 201. Deposit or earnest money                                                                                                                                                                                                                                                        | 25,000.00              | 501. Excess deposit (see instructions)                                                |                                   |
| 202. Principal amount of new loan(s)                                                                                                                                                                                                                                                 |                        | 502. Settlement charges to seller (line 1400)                                         | 152,544.08                        |
| 203. Existing loan(s) taken subject to                                                                                                                                                                                                                                               |                        | 503. Existing loan(s) taken subject to                                                |                                   |
| 204.                                                                                                                                                                                                                                                                                 |                        | 504. Payoff of first mortgage loan                                                    | 835,570.03                        |
|                                                                                                                                                                                                                                                                                      |                        | Bank of America                                                                       |                                   |
| 205.                                                                                                                                                                                                                                                                                 |                        | 505. Payoff of second mortgage loan                                                   |                                   |
| 206. Principal amount of seller financing                                                                                                                                                                                                                                            |                        | 506. Principal amount of seller financing                                             |                                   |
| 207.                                                                                                                                                                                                                                                                                 |                        | 507.                                                                                  |                                   |
| 208.                                                                                                                                                                                                                                                                                 |                        | 508.                                                                                  |                                   |
| 209.                                                                                                                                                                                                                                                                                 |                        | 509.                                                                                  |                                   |
| 209a                                                                                                                                                                                                                                                                                 |                        | 509a                                                                                  |                                   |
| 209b                                                                                                                                                                                                                                                                                 |                        | 509b                                                                                  |                                   |
| Adjustments for items unpaid by seller                                                                                                                                                                                                                                               |                        | Adjustments for items unpaid by seller                                                |                                   |
| 210. City/town taxes                                                                                                                                                                                                                                                                 | to                     | 510. City/town taxes                                                                  | to                                |
| 211. County taxes                                                                                                                                                                                                                                                                    | to                     | 511. County taxes                                                                     | to                                |
| 212. Assessments                                                                                                                                                                                                                                                                     | to                     | 512. Assessments                                                                      | to                                |
| 213.                                                                                                                                                                                                                                                                                 | to                     | 513.                                                                                  | to                                |
| 214.                                                                                                                                                                                                                                                                                 | to                     | 514.                                                                                  | to                                |
| 215.                                                                                                                                                                                                                                                                                 | to                     | 515.                                                                                  | to                                |
| 216.                                                                                                                                                                                                                                                                                 | to                     | 516.                                                                                  | to                                |
| 217.                                                                                                                                                                                                                                                                                 | to                     | 517.                                                                                  | to                                |
| 218.                                                                                                                                                                                                                                                                                 | to                     | 518.                                                                                  | to                                |
| 219.                                                                                                                                                                                                                                                                                 | to                     | 519.                                                                                  | to                                |
| 220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER                                                                                                                                                                                                                                  | 25,000.00              | 520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER                                            | 988,114.11                        |
| 300. CASH AT SETTLEMENT FROM/TO BORROWER                                                                                                                                                                                                                                             |                        | 600. CASH AT SETTLEMENT TO/FROM SELLER                                                |                                   |
| 301. Gross amount due from borrower (line 120)                                                                                                                                                                                                                                       | 2,000,010.00           | 601. Gross amount due to seller (line 420)                                            | 2,000,000.00                      |
| 302. Less amounts paid by/for borrower (line 220)                                                                                                                                                                                                                                    | 25,000.00              | 602. Less reductions in amount due seller (line 520)                                  | 988,114.11                        |
| 303. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER                                                                                                                                                                                              | 1,975,010.00           | 603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER | 1,011,885.89                      |



**FILE**

**EDWARD H. BEAZLEY, JR., P.A.**

ATTORNEY AT LAW  
221 NORTH CAUSEWAY  
NEW SMYRNA BEACH, FLORIDA 32169-5239

TELEPHONE: (386) 690-6709 FACSIMILE: (866) 610-6576 E-MAIL: beazley@beazleylaw.com

October 13, 2009

CERTIFIED MAIL

Mr. Michael Booker  
City Manager  
City of Daytona Beach Shores  
2990 S. Atlantic Avenue  
Daytona Beach Shores, FL 32118-6002

**RECEIVED**

OCT 14 2009

Office of the City Manager  
City of Daytona Beach Shores

Re: The Andrinopoulos Park  
2540 S. Atlantic Avenue  
Daytona Beach Shore, Florida

Dear Mr. Booker:

This letter is to place the City of Daytona Beach Shores on notice of intent of Viktoria Enterprises, Inc., to file suit against the city for breach of contract.

According to the information provided by my client, in November of 2005 Viktoria Enterprises, Inc. received an offer from the city through a private agent to purchase 2540 S. Atlantic Avenue, Daytona Beach Shore, Florida for \$2,178,000.00 (Exhibit #1). After making the offer, the City of Daytona Beach Shores discovered that it could not afford to pay \$2,178,000.00 for the property. In December of 2005, Viktoria Enterprises, Inc. entered into an agreement with the city to sell the property to the city at the reduced price of \$2,000,000.00 subject to the condition that the city named the park that was to be constructed on the site "The Andrinopoulos Park" (Exhibit #2). The city received a \$178,000.00 reduction in the sale price for this condition. The sale was closed on December 21, 2005. In violation of the specific terms of the agreement, the city named the park "The Seaspray Park" (Exhibit #3.) The publically displayed name of the park is "The Seaspray Park."

Where a provision of a contract to sell land is not performed or satisfied by the execution and delivery of the deed, "[t]he rule that acceptance of a deed tendered in performance of a contract to convey land merges or extinguishes the

Mr. Michael Booker  
October 13, 2009  
Page 2 of 2

covenants and stipulations contained in the contract does not apply....” *Milu, Inc. v. Duke*, 204 So.2d 31, 33 (Fla. 3d DCA 1967). See *Peterson v. Peterson*, 431 So.2d 672 (Fla. 3d DCA 1983); *Stephan v. Brown*, 233 So.2d 140 (Fla. 2d DCA 1970); *St. Clair v. City Bank & Trust Co.*, 175 So.2d 791 (Fla. 2d DCA 1965). It is said that “[i]n such case, the delivery of the conveyance is merely a part performance of the contract, which remains binding as to its further provisions.” *Gabel v. Simmons*, 100 Fla. 526, 529, 129 So. 777, 778 (1930); *Graham v. Commonwealth Life Insurance Co.*, 114 Fla. 585, 154 So. 335 (1934). *American Nat. Self Storage, Inc. v. Lopez-Aguilar*, 521 So.2d 303 (Fla. 3<sup>rd</sup> DCA 1988).

Viktoria Enterprises, Inc. hereby demands in monetary damages the amount of \$178,000.00 plus interest for the breach of the agreement to name the park “The Andrinopoulos Park” as provided in the agreement for purchase.

Furthermore, I hereby make a public records request to inspect of the following documents.

1. Contract to Purchase & Offer to Purchase
2. City Commission Minutes and Recordings regarding the purchase of the property.
3. Any and all public records relating to the purchase of the property.

If the city is interested in resolving this matter without the need of litigation, you may call me directly at (386) 690-6709 to discuss this matter.

With best personal regards, I remain

Very truly yours,

  
EDWARD H. BEAZLEY, JR.

EHB/me  
CC. John Andrinopoulos VIA FAX (386) 677-1985

# OFFER OF INTENT TO PURCHASE REAL ESTATE

BE IT KNOWN, THE UNDERSIGNED, JESS BRIDENSTINE (BUYER) OFFERS TO PURCHASE REAL ESTATE FROM..... (SELLER) KNOWN AS VIKTORIA ENTERPRISES INC. LOCATED IN CITY/TOWN OF DAYTONA BEACH SHORES AND COUNTY OF VOLUSIA IN THE STATE OF FLORIDA, SAID PROPERTY MORE PARTICULARLY DESCRIBED AS: 22 15 33 E 200 FT OF LOTS 34 & 35 & S 23.85 FT OF LOT 33 W OF S ATLANTIC AVE C N MORRIS SUB MB 1 PG 118 PER OR 4510 PGS 2540 S. ATLANTIC AVE

THE PURCHASE PRICE OFFERED IS \$ 2,178,000.00

EARNEST MONEY (DEPOSIT) .....JIA.....

FURTHER DEPOSIT UPON SIGNING SALES CONTRACT .....JIA.....

BALANCE AT CLOSING \$ 2,178,000.00

TOTAL \$ 2,178,000.00

THIS OFFER IS CONTINGENT ON THE FOLLOWING TERMS:

1. THIS OFFER IS SUBJECT TO BUYER OBTAINING REAL ESTATE MORTGAGE FOR NO LESS THAN \$.....JIA..... PAYABLE OVER.....JIA..... YEARS WITH INTEREST NOT TO EXCEED.....JIA.....% AT CUSTOMARY TERMS WITH A FIRM COMMITMENT THERETO.....JIA..... DAYS FROM DATE HEREOF.
2. THIS OFFER IS SUBJECT TO BUYER OBTAINING INSPECTION, DUE DILIGENCE, ZONING VERIFICATION, ETC. ....JIA..... DAYS FROM DATE HEREOF.
3. OWNER SHALL PAY BROKER.....JIA..... COMMISSION OF \$.....JIA..... OR JIA.....% OF PURCHASE PRICE UPON CLOSING
4. SAID PROPERTY IS TO BE SOLD FREE AND CLEAR OF ALL ENCUMBRANCES, BY GOOD AND MARKETABLE TITLE, WITH FULL POSSESSION TO SAID PROPERTY AVAILABLE TO BUYER AT DATE OF CLOSING.
5. OWNER SHALL INCLUDE IN THE PURCHASE PRICE AND TRANSFER, FREE AND CLEAR OF ENCUMBRANCES, ALL FIXTURES ON THE PROPERTY TO THE DATE OF HIS OFFER. THE TERMS OF THIS OFFER, DETAILED IN THE STANDARD PURCHASE AND SALES AGREEMENT TO BE EXECUTED, WILL DETERMINE WHAT ITEMS ARE INCLUDED/EXCLUDED AS FIXTURES.
6. THE PARTIES AGREE TO EXECUTE A STANDARD PURCHASE AND SALES AGREEMENT ACCORDING TO THE TERMS OF THIS AGREEMENT WITHIN 10 DAY OF ACCEPTANCE OF THIS OFFER.
7. THE CLOSING SHALL OCCUR ON OR BEFORE.....2003 AT A PUBLIC RECORDING OFFICE, UNLESS SUCH OTHER TIME AND PLACE SHALL BE AGREED UPON.
8. OTHER TERMS.....
9. THIS OFFER SHALL REMAIN OPEN UNTIL.....5 PM.....O'CLOCK (DATE) 12/09/05

AND IF NOT ACCEPTED BY SAID TIME, THIS OFFER SHALL BE DEEMED RESCINDED AND ALL DEPOSITS SHALL BE REFUNDED.

SIGNED THE <sup>20</sup> DAY OF <sup>Nov</sup> 2003

BUYER.....

SELLER.....

BUYER.....

SELLER.....

**EXHIBIT: 1**

EDWARD H. BEAZLEY, JR., ATTORNEY-AT-LAW



**Commercial Contract**  
**FLORIDA ASSOCIATION OF REALTORS®**

- 1\* 1. PURCHASE AND SALE: City of Daytona Beach Shores ("Buyer")
- 2\* agrees to buy and Victoria Enterprises, Inc. ("Seller")
- 3\* agrees to sell the property described as: Street Address: 2540 South Atlantic Avenue, Daytona Beach Shores, FL
- 4\* \_\_\_\_\_
- 5\* Legal Description: The East 200 feet of that portion of Lots 32, 34 and the South 73.53 feet of Lot 33, as lies
- 6\* Westerly of S. Atlantic Ave., CN Morris Sub MB 1, PG 118, PRVCE
- 7\* and the following Personal Property: None
- 8\* \_\_\_\_\_
- 9 (all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is
- 10 the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5
- 11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
- 12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.
- 13\* 2. PURCHASE PRICE: \$ 2,000,000.00
- 14\* (a) Deposit held in escrow by Stanstrom, McIntosh et al \$ 25,000.00
- 15\* (b) Additional deposit to be made within \_\_\_\_\_ days from Effective Date \$ \_\_\_\_\_
- 16\* (c) Total mortgages (as referenced in Paragraph 3) \$ \_\_\_\_\_
- 17\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_
- 18\* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ 1,975,000.00
- 19 certified or cashier's check or wire transfer.
- 20\* 3. THIRD PARTY FINANCING: Within \_\_\_\_\_ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for
- 21\* third party financing in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price to be amortized over a period of \_\_\_\_\_
- 22\* years and due in no less than \_\_\_\_\_ years and with a fixed interest rate not to exceed ☐ \_\_\_\_\_ % per year or variable interest rate not
- 23\* to exceed ☐ \_\_\_\_\_ % at origination with a lifetime cap not to exceed \_\_\_\_\_ % from initial rate, with additional terms as follows:
- 24\* \_\_\_\_\_
- 25 Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,
- 26 employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining
- 27\* financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within \_\_\_\_\_ days from
- 28 Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be
- 29 returned to Buyer in accordance with Paragraph 9.
- 30\* Buyer (Buy) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is page 1 of 6 Pages.

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**EXHIBIT: 2**

EDWARD H. BEAZLEY, JR., ATTORNEY-AT-LAW

Printed On Monday, December 19, 2005 14:43:41

31\* 4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed  
 32\* ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or known to Seller,  
 33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any  
 34\* other matters to which title will be subject) \_\_\_\_\_  
 35\* \_\_\_\_\_  
 36\* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  
 37\* \_\_\_\_\_

38\* (a) Evidence of Title: Seller will, at (check one) ☒ Seller's ☐ Buyer's expense and within 5 days ☐ from Effective Date  
 39\* ☒ prior to Closing Date ☐ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)  
 40\* ☒ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in  
 41 the amount of the purchase price for fee simple title subject only to exceptions stated above.  
 42\* ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
 43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as  
 44 a base for issuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format  
 45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all  
 46 documents recited in the prior policy and in the update.

47 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title  
 48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper  
 49\* written notice and Seller cures the defects within 5 days from receipt of the notice ("Curative Period"). If the defects are  
 50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may  
 51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are  
 52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to  
 53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in  
 54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract  
 55 charges and title examination.

56 (c) Survey: (check applicable provisions below)  
 57\* ☐ Seller will, within \_\_\_\_\_ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and  
 58\* engineering documents, if any, and the following documents relevant to this transaction: \_\_\_\_\_  
 59\* \_\_\_\_\_, prepared for Seller or in Seller's  
 60 possession, which show all currently existing structures.  
 61\* ☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence,  
 62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the  
 63\* Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing  
 64\* encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

65 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

66 (e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67\* 5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Volusia County, Florida on  
 68\* or before the 12/29, 05 or within \_\_\_\_\_ days from Effective Date ("Closing Date"), unless otherwise extended  
 69\* herein. ☒ Seller ☐ Buyer will designate the closing agent. Buyer and Seller will, within 1 days from Effective Date, deliver to  
 70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender  
 71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 (a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.  
 73 Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge  
 74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 (b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,  
 76 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of  
 77 the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information  
 78 regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors  
 79 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth  
 80 facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer  
 81 will provide the closing statement, mortgages and notes, security agreements and financing statements.

82\* Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.



83\* (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated ☐ as of Closing Date  
84\* ☐ as of \_\_\_\_\_; real estate taxes, bond and assessment payments assumed by Buyer. Interest,  
85\* rents, association dues, insurance premiums acceptable to Buyer, operational expenses and \_\_\_\_\_

86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due  
87 allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially  
88\* affecting the Property: \_\_\_\_\_

89 Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the  
90 improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.  
91 (d) FIRPTA Tax Withholdings: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a  
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined  
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,  
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required  
95 and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds  
96 and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97\* 6. ESCROW: Buyer and Seller authorize \_\_\_\_\_ Stenstrom, McIntosh, et al  
98\* Telephone: 360-880-1479 Facsimile: \_\_\_\_\_ Address: Deland, FL  
99\* \_\_\_\_\_ to act as "Escrow Agent"

100\* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow  
101\* Agent will deposit all funds received in ☒ a non-interest bearing escrow account ☐ an interest bearing escrow account with  
102\* interest accruing to \_\_\_\_\_ with interest disbursed (check one) ☐ at closing  
103\* ☐ at \_\_\_\_\_ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow  
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually  
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the  
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon  
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items  
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter  
109 476, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or  
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with  
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor  
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of  
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary  
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties  
116 other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the  
117 property. (Check (a) or (b))

118\* ☒ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.  
119\* ☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date ("Due Diligence Period"),  
120 determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of  
121 the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and  
122 investigations ("inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,  
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional  
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
126 American with Disabilities Act; absence of asbestos, soil and groundwater contamination; and other inspections that Buyer deems  
127 appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice  
128 to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.  
129 Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.  
130 Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence  
131 Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the  
132 Property and conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,  
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of  
134 any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien  
135 being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall  
136 repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of  
137 the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the  
138 inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be  
139 immediately returned to Buyer and the Contract terminated.

140\* Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,  
 142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all  
 143 Property is on the premises.

144 (d) Disclosures:

145 1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
 146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state  
 147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained  
 148 from your county public health unit.

149 2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real  
 150 Property.

151 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business  
 152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the  
 153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or  
 154 Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent ☐ without Buyer's consent.

155 9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and  
 156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in  
 157 accordance with applicable Florida laws and regulations.

158 10. DEFAULT:

159 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title  
 160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If  
 161 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

162 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s)  
 163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in  
 164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the  
 165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained  
 166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party,  
 168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and  
 169 expenses.

170 12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed  
 171 real estate Broker other than:

172 (a) Listing Broker: NOT APPLICABLE

173 who is ☐ an agent of \_\_\_\_\_ ☐ a transaction broker ☐ a nonrepresentative  
 174 and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify)

175 \_\_\_\_\_  
 176 \_\_\_\_\_  
 177 \_\_\_\_\_

178 (b) Cooperating Broker: \_\_\_\_\_

179 who is ☐ an agent of \_\_\_\_\_ ☐ a transaction broker ☐ a nonrepresentative  
 180 and who will be compensated by ☐ Buyer ☐ Seller ☐ both parties pursuant to ☐ an MLS or other offer of compensation to a  
 181 cooperating broker ☐ other (specify) NOT APPLICABLE

182 \_\_\_\_\_  
 183 \_\_\_\_\_  
 184 \_\_\_\_\_

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,  
 186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker  
 187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and  
 188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)  
 189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or  
 190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services  
 191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

192 13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable  
 193 ☐ is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller  
 194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

**106 14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

197\* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage  
 198\* ☒ Section 1031 Exchange ☐ Coastal Construction Control Line ☒ Other Addendum  
 199\* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Other  
 200\* ☐ Seller Representations ☐ Seller Financing ☐ Other

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of  
 202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents  
 203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for  
 204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail  
 205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue  
 206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any  
 207 written notice to any party's agent will be deemed delivery to that party.

208 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY  
 209 PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE  
 210 IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,  
 211 INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF  
 212 TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND  
 213 OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL  
 214 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC  
 216 RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY  
 216 SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY  
 217 CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

218\* **DEPOSIT RECEIPT:** Deposit of \$ 25,000.00 by ☐ check ☐ other \_\_\_\_\_ received on  
 219\* \_\_\_\_\_ by \_\_\_\_\_  
 220 \_\_\_\_\_ Signature of Escrow Agent

221 **OFFER:** Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a  
 222\* signed copy delivered to Buyer or Buyer's agent no later than \_\_\_\_\_ a.m. ☐ p.m. on \_\_\_\_\_,  
 223 Buyer may revoke this offer and receive a refund of all deposits.

224\* Date: \_\_\_\_\_ BUYER: [Signature] Tax ID No: \_\_\_\_\_

225\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

226\* Address: \_\_\_\_\_

227\* Date: \_\_\_\_\_ BUYER: \_\_\_\_\_ Tax ID No: \_\_\_\_\_

228\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

229\* Address: \_\_\_\_\_

230\* **ACCEPTANCE:** Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (☐ subject to the  
 231 attached counter offer).

232\* Date: \_\_\_\_\_ SELLER: [Signature] Tax ID No: \_\_\_\_\_  
John Andriopoulos, Pres.

233\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

234\* Address: \_\_\_\_\_

235\* Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Tax ID No: \_\_\_\_\_

236\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

237\* Address: \_\_\_\_\_

238\* Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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**Commercial Contract:  
Optional Clauses  
FLORIDA ASSOCIATION OF REALTORS®**

Addendum No. 1 to the Commercial Contract between Viktor Enterprises, Inc. ("Seller")  
and City of Daytona Beach Shores ("Buyer") concerning the sale and purchase of the Property  
described as: 2840 S. Atlantic Avenue, Daytona Beach Shores, FL

The clauses below shall be incorporated into the Contract referenced above only if initiated by all parties:

Seller Initials Buyer Initials

SA JB **SECTION 1031 EXCHANGE:** ☐ Buyer ☒ Seller requests a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code, including execution of any documents that may be reasonably necessary to effect the exchange; provided that (1) the party requesting the exchange shall bear all additional costs incurred in connection with the exchange, (2) the non-requesting party shall not be obligated to delay the closing or to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

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Printed On: Monday, December 12, 2005 16:22:01



**Commercial Contract:  
Optional Clauses**  
FLORIDA ASSOCIATION OF REALTORS®

Addendum No. 2 to the Commercial Contract between Virginia Enterprises, Inc. ("Seller")  
and City of Daytona Beach Shores ("Buyer") concerning the sale and purchase of the Property  
described as: 2540 S. Atlantic Avenue, Daytona Beach, FL

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties:

Seller Initials Buyer Initials

AS; AS OTHER TERMS AND CONDITIONS:

1. Seller shall remove the existing Building on the property within 45 days after closing and remove all debris from the demolition of the building. The process of the demolition shall preserve as many trees as possible. Buyer's attorney shall hold \$100,000.00 of the Seller's proceeds in the account of Stenstrom, McIntosh, et al, until the building, and the debris from the building, has been removed from the property, to the Buyer's reasonable satisfaction.
2. Buyer agrees to use the property as a public park and agrees that the name of such park shall be "THE ANDRINOPOULOS PARK"
3. The Buyer shall process in its usual and customary manner any and all permits required for the demolition of the building now located on the property at 2540 S. Atlantic Ave., Daytona Beach Shores, FL, with the assistance of the Buyer.
4. The City of Daytona Beach Shores shall forgive any and all fines now assessed, or pending, against the property and waive all violations on both the properties at 2304 and 2640 South Atlantic Avenue, Daytona Beach Shores, FL.
5. The Buyer shall process in its usual and customary manner all permits required for the building located at 2304 South Atlantic Avenue, with the assistance of the Buyer.
6. The closing of this transaction is to be held in the offices of Osslnsky & George, 600 N. Olander Ave. Daytona Beach, FL 32118.

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## Park's Name



## Contract Provisions

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### Commercial Contract: Optional Clauses FLORIDA ASSOCIATION OF REALTORS®



Addendum No. 2 to the Commercial Contract between Vittorio Enterprises, Inc. ("Seller")  
and City of Daytona Beach Shores ("Buyer") concerning the sale and purchase of the Property  
described as: 2540 S. Atlantic Avenue, Daytona Beach, FL

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties:

Seller Initials: AS Buyer Initials: AS

AS OTHER TERMS AND CONDITIONS:

## Naming Provisions

2. Buyer agrees to use the property as a public park and agrees that the name of such park shall be "THE ANDRIKOPOULOS PARK"

### EXHIBIT: 3

EDWARD H. BEAZLEY, JR., ATTORNEY-AT-LAW