



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA

CITY COUNCIL MEETING

SEPTEMBER 24, 2019

**7:00 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 Council Meeting Hall. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

- A. R-19-2019 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.
- B. R-20-2019 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

1. APPROVAL OF MINUTES

- A. City Council Minutes September 9, 2019

2. CONSENT AGENDA:

- A. Public Safety Monthly Report
- B. Community Services July and August Monthly Report 2019
- C. Building Division Monthly Report- July and August 2019
- D. Monthly Finance Report - July
- E. August Public Safety monthly report
- F. New Purchasing Card Contract

3. REPORTS OF THE CITY ATTORNEY:

4. REPORTS OF THE CITY MANAGER:

OLD BUSINESS:

- A. Ordinance 2019-11 AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA IMPLEMENTING SECTION 3.05 (4) OF THE *CITY OF DAYTONA BEACH SHORES CITY CHARTER* RELATING DUTIES OF THE CITY MANAGER AND THE ADOPTION OF CITY BUDGETS BY ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

NEW BUSINESS:

- A. Award of RFP and approval of staff authority to enter into formal negotiations of a development agreement regarding City-owned real property located at 2900 South Atlantic Avenue.
- B. Ordinance 2019-12: Shores 109, LLC Development Agreement; redevelopment of 109 Dunlawton Boulevard
- C. Ordinance 2019-13: Comprehensive Plan Amendment CPA12019026, Amending the Future Land Use Element to establish a Transfer of Development Rights Program.
- D. Non-Conforming Sign Removal Incentive Grant Application: Mike's Gift Shop/Dino Paspalakis, 3500 S. Atlantic Avenue
- E. Consideration to award contract to Compensation & Classification firm
- F. Consideration of City Council policy regarding actions of individual City Council Members.
- G. Consideration of board appointments: Planning & Zoning Board and Public Art & Beautification Committee

- H. Consideration to select firm as Special Magistrate for Code Enforcement Cases
- I. Discussion on formation and composition of Auditor Selection Committee.
- J. Consideration to approve the purchase of new fire apparatus

5. COUNCIL COMMENTS:

6. AUDIENCE REMARKS/PUBLIC COMMENTS:

7. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

8. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL 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 386-763-5364, 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 7-1-1 or 1-800-955-8771.

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.



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 24, 2019 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM:
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT:

R-19-2019 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

SYNOPSIS:

As per Florida Statue the City of Daytona Beach Shores must adopt a tentative millage rate before adopting its final millage rate. In July the City Council adopted a proposed rate of 5.2300. The council may adopt the proposed rate or go lower than the proposed but cannot go above without re-advertising to all property owners within the city limits.

FISCAL IMPACT STATEMENT:

Dependent upon council action.

BACKGROUND:

This resolution follows statutory requirements for adoption of the final millage rates

LEGAL REVIEW:

The City Attorney has reviewed and has no legal objection.

RECOMMENDATION:

Approve resolution R-19-2019 as attached.

SUGGESTED MOTION:

"I move to adopt Resolution R-19-2019."

ATTACHMENT: 1. PH for adoption of Final Millage Res-KDS 9-16-19

RESOLUTION 2019-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA ADOPTING THE FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2019-2020 BY CITY OF DAYTONA BEACH SHORES CITY GOVERNMENT IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW; ADOPTING THE TENTATIVE MILLAGE RATES FOR FISCAL YEAR 2019-2020 FOR THE CITY AT THE OVERALL COMBINED RATE OF 7.0277 MILLS WITH 5.2300 MILLS AS OPERATING MILLAGE AND 1.7977 MILLS FOR VOTED DEBT SERVICE; EXPRESSING LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of controlling State law the City Manager has submitted to the City Council an annual budget for the various funds of the City as well as a plan of revenues to be generated to support that budget; and

WHEREAS, controlling State law requires the annual budget to be adopted by Resolution, and

WHEREAS, the proposed annual budget of the City of Daytona Beach Shores has been reviewed, evaluated and considered at various public meetings and hearings held by the City Council of the City; and

WHEREAS, City Council approval is required in order to establish and to approve the millage rates to be levied within the City of Daytona Beach Shores; and

WHEREAS, in accordance with the provisions of the *City of Daytona Beach Shores Charter*, the *Code of Ordinances of the City of Daytona Beach Shores* and controlling State law the City Manager has submitted to the City Council an annual budget for the various funds of the City as well as a schedule of taxes and revenues and proposed millage rates to fund that budget; and

WHEREAS, the City Council desires to fund an adopted annual operating budget for the fiscal year beginning October 1, 2019 and terminating on September 30, 2020 specifying certain projected revenues and expenditures for the operations of Daytona Beach Shores municipal government; and

WHEREAS, the City's budget presumes that each City department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

WHEREAS, from time-to-time circumstances and events may require that the original City budget may need revision; and

WHEREAS, the City Council, in its judgment and discretion, has the authority in the future to adjust the budget to more closely coincide with actual and expected events; and

WHEREAS, the City Council has the continuing and overriding responsibility to take all necessary steps and actions to ensure that sound economic, financial and fiscal management policies are implemented and maintained in the City for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City Manager and City staff provide assistance and guidance to develop, implement and maintain the economic, financial and fiscal management policies of the City Council for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City Council is vested with the budgetary authority and control relating to City of Daytona Beach Shores Government operations, the provision of adequate levels of service with regard to essential public services and facilities and the maintenance of public benefits provided and the protection of the public health, safety and welfare by City Government to the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City Council is responsible for the determination as to the appropriate staff levels within City Government and the establishment and budgeting of the staffing levels and positions assigned to each particular department, office and function of City Government and for the funding, creation, abolishment, and other economic, fiscal and financial decisions relating to the staffing of City Government; and

WHEREAS, it is the desire and goal of the City Council for City Government to function as an efficient governmental organization; and

WHEREAS, the City Manager is charged with ensuring that the alignment and organization of the City's departments, offices and functions are sound and consistent with highly productive public administration practices, procedures and systems; and

WHEREAS, the City Council has concluded that the actions taken herein will provide positive economic and budgetary benefits to the City and the City Council has concluded that the results of such actions will benefit the citizens of the City of Daytona Beach Shores, and

WHEREAS, it is the goal and desire of the City Council to provide a continuing high quality level of service to the citizens of the City of Daytona Beach Shores with regard to the provision of essential and beneficial levels of service and the provision of adequate public facilities to serve the needs of the citizens; and

WHEREAS, the City Council hereby finds and concludes that the level of service and the system of public facilities provided to the citizens of the City of Daytona Beach Shores will be positively and favorably impacted as a result of the City Council taking the necessary economic, fiscal, financial, and budgetary actions as set forth in this Resolution; and

WHEREAS the City Council of the City of Daytona Beach Shores hereby finds and concludes that the actions taken herein are consistent with sound and generally accepted public management and finance principles and controlling applicable law and serve an important public purpose; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Daytona Beach Shores, Volusia County has been certified by the County Property Appraiser to the City of Daytona Beach Shores as \$1,660,522,075.

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

SECTION 1. LEGISLATIVE/ADMINISTRATIVE INTENT AND FINDINGS.

The intent and findings set forth in the above recitals (whereas clauses) are hereby adopted as the legislative and administrative intent and findings relative to the provisions of this Resolution.

SECTION 2. ADOPTION OF TENTATIVE MILLAGE RATES.

(a). After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Daytona Beach Shores, Florida (“the City”), it is hereby determined and established that the rates of taxation necessary to meet such expenses will be, for each of the hereinafter stated purposes, the amounts estimated, declared and hereby levied, to-wit:

(1). In order to meet the estimate of General Fund expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 5.2300 mills or \$5.2300 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2019-2020 Annual Budget. The millage rate to be levied of 5.2300 mills is greater than the “rolled-back” millage rate of \$5.0046 per \$1,000 of taxable value or 4.50% greater than the “rolled-back” rate.

(2). In order to pay interest upon and payment requirements for the outstanding general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 1.7977 mills or \$1.7977 per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the

City for the purposes hereinbefore stated in this Subsection. Voters approved certain streetscaping and improvements including the undergrounding of utilities.

(b). The City Council had concluded that the tax rates set forth herein are fiscally prudent and sound.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS;
COMMUNICATIONS WITH VOLUSIA COUNTY PROPERTY APPRAISER
AND VOLUSIA COUNTY REVENUE DIVISION - TAX COLLECTION;
ESTABLISHMENT OF FINAL PUBLIC HEARING DATE.**

(a). The City Manager is hereby directed to certify to the Volusia County Property Appraiser and to the Volusia County Revenue Division - Tax Collection the millage rates as herein set and levied for the purposes herein stated, pursuant to the controlling laws of the State of Florida. The City Manager is hereby directed to advise the Volusia County Property Appraiser of the City's tentative millage rates as hereinbefore set forth, of its rolled-back millage rate computed pursuant to Section 200.065(1), *Florida Statutes*, and Rule 12D-17.0035, *Florida Administrative Code*, and of the date, time and place at which the City will hold a public hearing to consider the tentative millage rates and the proposed Fiscal Year 2019-2020 Annual Budget.

(b). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

SECTION 4. CONFLICTS.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SAVINGS.

The prior actions of the City Council of the City of Daytona Beach Shores in terms of the matters relating hereto, as well as any and all related matters, are hereby ratified and affirmed.

SECTION 6. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise to be invalid, unlawful, or unconstitutional.

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

CITY MANAGER, MICHAEL T. BOOKER

CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, LONNIE GROOT

Adopted this 24th day of September, 2019.

Posted this 24th day of September, 2019.



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 24, 2019 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM:
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT:

R-20-2019 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

SYNOPSIS:

As per Florida Statute the City council must adopt a Final budget. The City Council adopted a tentative budget on 9-9-19

FISCAL IMPACT STATEMENT:

Dependent upon council action.

BACKGROUND:

This process completes the statutory requirements for adopting the final budget

LEGAL REVIEW:

The City Attorney has reviewed and has no legal objection.

RECOMMENDATION:

Approve Resolution R-20-2019 as attached.

SUGGESTED MOTION:

"I move to adopt Resolution R-20-2019."

ATTACHMENT: 1. PH for adoption of Final Budget Res-KDS 9-16-19

RESOLUTION 2019-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA ADOPTING A FINAL CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 WITH REGARD TO THE CITY OF DAYTONA BEACH SHORES INCLUDING REVENUES AND EXPENDITURES AND CAPITAL PROJECTS; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO, AND IMPLEMENTING ACTIONS BY, THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the *City Charter of the City of Daytona Beach Shores, Florida*, the City Manager of the City of Daytona Beach Shores, Florida has made and submitted to the City Council of the City of Daytona Beach Shores, Florida an estimate for budget of revenues and expenditures of the City of Daytona Beach Shores, Florida for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, and a Capital Budget, such estimate or budget having been made with particular application to the various departments of the City, a true copy of which is hereto attached and by reference made a part of this Resolution; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida, held a public hearing as required by Section 200.065, *Florida Statutes*, and other controlling law; and

WHEREAS, each and every item contained and set forth in the City budget prepared by the City Manager, which incorporates a complete financial plan of all City funds and activities for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, has been carefully reviewed, evaluated and considered by the City Council; and

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2019-2020 in the amount of \$21,700,800.

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

SECTION 1. LEGISLATIVE/ADMINISTRATIVE FINDINGS. The recitals set forth in the whereas clauses to this Resolution are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. ADOPTION OF CITY BUDGET. The City of Daytona Beach Shores budget, as prepared and submitted by the City Manager to the City Council, is hereby tentatively adopted as the budget for the City of Daytona Beach Shores, Florida, for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020 as well as the capital budget as prepared and submitted by the City Manager to the City Council.

SECTION 3. COLLECTION AND USE OF CITY FUNDS. Upon collection of any revenues by City, the City Manager, or the Finance Director of the City, as directed by the City Manager, shall allocate from each dollar collected and received, the several amounts to the respective funds for purposes for which the same are hereby authorized and approved within the context of the tentatively adopted City budget.

SECTION 4. DUTIES OF THE CITY MANAGER. The City Manager is authorized and directed to take any and all necessary actions as he may deem reasonably necessary in order to implement the provisions of this Resolution. The City Council hereby authorizes the City Manager, in accordance with the provisions of the *City Charter of the City of Daytona Beach Shores, Florida*, to approve the transfer of budgeted funds. The City Manager may delegate such authority in appropriate circumstances as determined to exist from time-to-time consistent with sound public management and accountability practices and principles.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. SAVINGS.

The prior actions of the City Council of the City of Daytona Beach Shores in terms of the matters relating hereto, as well as any and all related matters, are hereby ratified and affirmed.

SECTION 7. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

CITY MANAGER, MICHAEL T. BOOKER

CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, LONNIE GROOT

Adopted this 24th day of September, 2019.

Posted this 24th day of September, 2019.

**MINUTES
CITY COUNCIL MEETING
September 9, 2019
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

Present: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer **Excused:** Councilmember Michael Politis

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Lonnie Groot, Community Services Director Fred Hiatt, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

- A. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Swartzlander explained that the budget was created using the tentative millage rate of 5.23 mils. It is a tax increase of 4.5% over the rolled back rate of 5.0043 mils. This is an increase from the amount presented at the budget workshop of \$206,000. The two main factors are moving the bocce courts to install a sixth tennis court and the additional cost for the new fire truck over the budgeted amount.

The Resolution was read by the City Attorney in its entirety.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve RESOLUTION 2019- 16 on first reading.

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

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

- B. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney read Resolution 2019-17 in its entirety. The total budget for year 2019/2020 is \$18,201,100.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to approve RESOLUTION 2019- 17 on first reading.

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

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

- C. Employee Service Award - Kelley Register 25 years

Director Dembinsky presented a 25-year service award to Kelley Register.

1. APPROVAL OF MINUTES

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to approve the minutes from August 13, 2019.

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

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

2. CONSENT AGENDA:

- A. Volusia County- Interlocal Agreement for Municipal Services-3yr Renewal

- B. Purchase of drug awareness/crime prevention materials

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to approve the consent agenda.

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

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

3. REPORTS OF THE CITY ATTORNEY:

Attorney Groot explained that he had emailed his report to the City Council and he would answer any questions they had. Mayor Miller asked about the emergency management code. Attorney Groot stated that some cities and counties have a very detailed plan in place. Our plan is more broad. CMBR Lindauer remarked about the new legislation in regards to the selection of a city auditor. He felt the council should be involved in the process. It was decided to prepare a Request For Proposal for next fiscal year.

4. REPORTS OF THE CITY MANAGER:

A.

City Manager Sept. 9 report

City Manager Booker reported the following: Property Appraiser Larry Bartlett will be testing new 3D imaging software in our city. Economic development signs have been ordered and applications for the incentives have been developed. Stacy Conomos has been working hard with CMBRS Lindauer and Frizalone. Preliminary designs for the museum have been developed and he will set up a meeting with Don Large and Marilyn Wheeler to discuss. Several examples of City Manager evaluations from neighboring cities were provided to the councilmembers for the upcoming workshop. There was only one response to the RFP for the 2900 S. Atlantic property. The respondent would like to build approximately 24 town homes. Staff is working on a Development Agreement for a future agenda.

OLD BUSINESS:

- A. Ordinance 2019-08 AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA ESTABLISHING THE CITY OF DAYTONA BEACH SHORES SUPPLEMENTAL ECONOMIC OR TOURISM DEVELOPMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Groot explained that the proposed Ordinance would be a supplemental tool for the city's economic development program. The incentives are developed to be revenue neutral and will be evaluated on a case by case basis.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to adopt Ordinance 2019-08 on second reading.

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

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

- B. Ordinance 2019-09 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO A PROGRAM OF ENHANCED CODE ENFORCEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CONDEMNATION AND DEMOLITION OF DILAPIDATED, UNSANITARY, UNSAFE OR UNINHABITABLE BUILDINGS; PROVIDING FOR A CERTIFICATE OF HABITABILITY; PROVIDING FOR ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE (AS MODIFIED); PROVIDING FOR AN ARRAY OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR REQUIREMENTS AND PROHIBITIONS; AMENDING SECTIONS 14- 61.1 AND 19-1.2. OF THE CITY CODE; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

It was explained that the proposed ordinance will enhance code enforcement in regards to vacant and abandoned buildings. Vice Mayor Bryan inquired if it would apply to the vacant

Treasure Island building. Director Hiatt explained that there were still a few years remaining on the Development Agreement for that property. He had recently walked the property and reported that it was structurally sound. Mayor Miller stated that she keeps in touch with the developers.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to adopt Ordinance 2019-09 on second reading.

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

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

NEW BUSINESS:

- A. AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA IMPLEMENTING SECTION 3.05 (4) OF THE *CITY OF DAYTONA BEACH SHORES CITY CHARTER* RELATING DUTIES OF THE CITY MANAGER AND THE ADOPTION OF CITY BUDGETS BY ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

It was explained that this proposed ordinance is the implementation to adopt the budget. It sets procedure and guidelines only.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to approve Ordinance 2019-11 on first reading.

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

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

- B. Resolution 2019-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA PROVIDING FOR THE REGULAR MEETING TIMES OF CITY COUNCIL MEETINGS AND WORK SESSIONS; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This proposed resolution will allow the meeting time to be changed to 6:00 pm.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to adopt Resolution 2019-14 on first reading.

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

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

- C. Resolution 2019-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA

BEACH SHORES, FLORIDA ESTABLISHING THE COMMITMENT OF THE CITY TO ADHERE TO AND IMPLEMENT THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This proposed resolution ensures the City's commitment to be ADA compliant.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to adopt Resolution 2019-15 on first reading.

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

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

- D. Consideration to approve the lease with Halifax Health regarding an Urgent Care Facility.

Halifax Health would like to lease a portion of the building located at 3048 S. Atlantic Avenue to use as an Urgent Care facility. The building was used for the former council chambers and senior center. The City Council thanked County Councilmember Billie Wheeler for being instrumental in introducing the idea to the Halifax Health Representatives.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to approve the lease with Halifax Health regarding an Urgent Care Facility..

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

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

- E. Consideration of City Council policy regarding actions of individual City Council Members

Mayor Miller requested the item be tabled until the next council meeting so CMBR Politis could be in attendance.

5. COUNCIL COMMENTS:

Mayor Miller reminded the councilmembers to complete the City Manager's evaluation using the form provided by the City Clerk for this year. The workshop on September 20th will be to discuss the criteria for the new evaluation. September 20th will also include Special Magistrate Interviews and new board appointees. Coffee with the Mayor will now begin at 10:00 am. CMBR Lindauer and Former Mayor Don Large will be in attendance to provide a history of the city. Once a quarter, the Mayor will visit a local business for her coffee hour. She will begin with Flapjack Johnny's for the October date. There will be a

workshop on October 8th beginning at 4:00 pm to discuss the city charter revisions. Mayor Miller requested the City Attorney provide details on his scope of work as it relates to city staff. The 2020 census is rapidly approaching. Everyone is strongly encouraged to respond.

CMBR Frizalone thanked Stacy Conomos for her work on the economic development program. He also thanked CMBR Lindauer for his work with the business community. He felt progress was being made.

CMBR Lindauer stated that he had an upcoming meeting with two business leaders. He is preparing a letter and survey that will be mailed to all existing business owners asking for their feedback. He mentioned that with the upcoming charter revisions, the council consider changing their title to commissioner which is gender neutral.

Vice Mayor Bryan explained that he would like measurable objectives included in the City Manager's evaluation. He read from a prepared statement that he wanted included in the minutes.

6. AUDIENCE REMARKS/PUBLIC COMMENTS:

Vijay Sheth explained that he and a few other residents recently met with the Finance Director to discuss the city's budget. They were interested to learn how the budget was formed. They compared the proposed budget to the current one and still have a few questions. They were advised to set up another meeting with Director Swartzlander. Rick Brown would like to see the city install a Tesla super charger station. H felt it would benefit the city to have another electric vehicle station.

Harry Jennings encouraged the councilmembers to self evaluate themselves to ensure they are a productive team.

Tony Rembrizewski was not encouraged to hear that the Treasure Island building still had a few years remaining with their agreement.

7. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

8. ADJOURNMENT:

The meeting ended at 8:49 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COUNCIL MEETING
September 9, 2019
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

NEW BUSINESS:

- A. Sale of City Property; 136 Beachcomber Avenue; Approval Of Resolution Number 2019-18

It was explained that the city had received a second offer on the property at 136 Beachcomber in the amount of \$301,000. The company is called Coastline Furniture Inc. and the proposed resolution would authorize the sale. The proceeds from the sale would fund the economic development program. CMBR Lindauer inquired if they were flippers. Vice Mayor Bryan inquired why bids were not accepted on this property like the 2900 S. Atlantic Avenue. It was explained that since this property was already developed, a for sale sign was used. The City Attorney added that utilizing a bid process for property sales was not the norm for municipalities.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to adopt Resolution 2019-18 for the sale of city property located at 136 Beachcomber Avenue.

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

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

MAYOR
NANCY MILLER

CITY MANAGER
MICHAEL T. BOOKER

ATTEST:

CITY CLERK, CHERI SCHWAB

STATEMENT BY RICHARD BRYAN TO BE ADDED VERBATIM TO THE MINUTES

9 September 2019 - **Measurable Objectives – revised per changes at the meeting**

I think the book entitled “*Municipal Benchmarks: Assessing Local Performance and Establishing Community Standards*” will be very useful in establishing measurable objectives for the City Manager and other staff members. I would suggest that it be read by members of the City Council and the City Manager. The direct reports to the City Manager could likely benefit from the sections that are relevant to their duties.

Rather than trying to summarize this 500-page book, I will include 2 quotes by Mike Bloomberg that appear in the Introduction:

“In God we trust; everyone else, bring data”

“If you cannot measure it, you cannot manage it”

“Measurable” means “objectively measurable”. “Is he/she a good communicator?” calls for a subjective judgement and would not be part of a list of measurable objectives. “Obtain X dollars in grants” is a measurable objective.

Some may say that cities x, y, and z don’t have measurable objectives and they may be right. But that is no reason for DBS to not have them. After we implement them, we can add “The City Council is better here” to “Life is better here”. Who knows, after an appropriate period of implementation, we may even have data to be able to say “City Government is better here”.

At the last meeting we asked that the City Manager provide a preliminary list of measurable objectives that he thinks would be a good way to evaluate him. The list is to be provided by **17 September before the next meeting on 20 September**. I would suggest that we also ask the City Attorney to come up with a preliminary list of measurable objectives for evaluating him.



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

gls 8-5-19

MONTHLY REPORT FOR JULY 2019

	Jul-19	19/YTD	Jul-18	18/YTD
<i>Police Related Calls</i>	3,139	18,317	2,635	18,215
<i>Fire Related Calls</i>	42	246	39	246
<i>Rescue Related Calls</i>	105	591	113	783
<i>Fire Related Alarms Sounding</i>	14	71	13	99
<i>Traffic Citations</i>	375	2,798	368	2,973
<i>Written Warnings</i>	82	715	142	1,316
<i>Building Inspections</i>	50	369	101	641
<i>Arrests: Adults</i>	29	360	79	481
<i>Juveniles</i>	0	3	0	11
<i>Civil Citations</i>	0	89	13	122
<i>City Ordinance Charges</i>	0	0	2	2
<i>Florida State Statute Charges</i>	52	677	144	894
<i>Accidents: Total</i>	34	147	30	183
<i>Street/Highway</i>	18	79	14	110
<i>Parking Lot</i>	16	68	18	74

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-07-01 through 2019-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	868	27.65 %	28.00
TRAFFIC STOP	TS	684	21.79 %	22.06
MISCELLANEOUS LE CALL	MISC	383	12.20 %	12.35
PROPERTY CHECK	PRC	381	12.14 %	12.29
SUSP PERSON	SPER	89	2.84 %	2.87
SUSP VEHICLE	SVEH	65	2.07 %	2.10
TELEPHONE HANDLE	THC	37	1.18 %	1.19
DIRECTED PATROL REQUEST	DPR	33	1.05 %	1.06
MEDICAL EMERGENCY	MED1	28	0.89 %	0.90
RADAR	RADAR	28	0.89 %	0.90
911 CK/OPEN LINE	911CK	26	0.83 %	0.84
DISTURBANCE	DIST	26	0.83 %	0.84
MVA	MV	25	0.80 %	0.81
SUSP INCIDENT	SINC	23	0.73 %	0.74
SUSPECT STOP	SS	19	0.61 %	0.61
RECKLESS DRIVER	RD	17	0.54 %	0.55
NARCOTICS	NARC	16	0.51 %	0.52
FIRE ALARM	ALARMF	14	0.45 %	0.45
FLAG DOWN	FLAG	14	0.45 %	0.45
WALKUP	WALKUP	14	0.45 %	0.45
FOUND PROPERTY	PROPF	13	0.41 %	0.42
MEDICAL NON-EMERG	MED2	13	0.41 %	0.42
TRESPASSERS	TRES	13	0.41 %	0.42
WARRANT	WAR	13	0.41 %	0.42
BUSINESS ALARM	ALARMB	12	0.38 %	0.39
ELEVATOR CALL	ELEV	12	0.38 %	0.39
FALL- NON EMERGENCY	TRAU3	12	0.38 %	0.39
CIVIL COMPLAINT	CIVIL	10	0.32 %	0.32
ILLEGAL PARKING	PARK	10	0.32 %	0.32
HIT&RUN MVA	MVHR	9	0.29 %	0.29
INFORMATION GIVEN	INFO	9	0.29 %	0.29
TOWED VEHICLE	TOW	9	0.29 %	0.29
DISABLED VEHICLE	DAV	8	0.25 %	0.26
MEDICAL UNKNOWN	ALARMM	8	0.25 %	0.26
TRAUMA EMERGENCY	TRAU1	8	0.25 %	0.26
ANIMAL COMPLAINT	AC	7	0.22 %	0.23
FIGHT	FIGHT	7	0.22 %	0.23
FIREWORKS	FIREWK	7	0.22 %	0.23
NOISE	NOISE	7	0.22 %	0.23
THEFT	THEFT	7	0.22 %	0.23
ASSAULT/BATTERY	ABAT	6	0.19 %	0.19
ASSIST AGENCY	ASSIST	6	0.19 %	0.19
DRUNK PERSON	IP	6	0.19 %	0.19
INVESTIGATION	INV	6	0.19 %	0.19
LOST PROPERTY	PROPL	6	0.19 %	0.19
STROKE / CVA	CVA	6	0.19 %	0.19

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-07-01 through 2019-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
VANDALISM	VAND	6	0.19 %	0.19
BURGLARY ALARM	ALARM	4	0.13 %	0.13
DOMESTIC DISTURBANCE	DV	4	0.13 %	0.13
DRUNK DRIVER	DUI	4	0.13 %	0.13
FLEEING DRIVER	FLEE	4	0.13 %	0.13
REPOSSESSED VEH	REPO	4	0.13 %	0.13
ROAD OBSTRUCTION	RDOB	4	0.13 %	0.13
WELL BEING CHECK	WBC	4	0.13 %	0.13
ATT TO CONTACT	ATC	3	0.10 %	0.10
CARBREAK	CB	3	0.10 %	0.10
MENTALLY ILL PER	MIP	3	0.10 %	0.10
MISC FIRE SERVICE CALL	MISCF	3	0.10 %	0.10
MISSING PERSON	MP	3	0.10 %	0.10
PRISONER TRANS	PT	3	0.10 %	0.10
SEXUAL OFFENDER	SXF	3	0.10 %	0.10
SPECIAL DETAIL	SDL	3	0.10 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.10 %	0.10
ASSIST	ASST	2	0.06 %	0.06
BOLO	BOLO	2	0.06 %	0.06
BURGLARY	BURG	2	0.06 %	0.06
DEAD PERSON	DEAD	2	0.06 %	0.06
DROWNING	DROWN	2	0.06 %	0.06
ESCORT	ESCORT	2	0.06 %	0.06
FAILURE TO PAY	FTP1	2	0.06 %	0.06
FIRE OUTSIDE STRUCTURE	FOS	2	0.06 %	0.06
MVA W/ INJURIES	MVI	2	0.06 %	0.06
OVERDOSE/POISONING	OD	2	0.06 %	0.06
RECOVERED SIG 10	SVR	2	0.06 %	0.06
SHOPLIFTING	SHOP1	2	0.06 %	0.06
STEP ZONE	STP	2	0.06 %	0.06
TRAFFIC LITE OUT	TLO	2	0.06 %	0.06
WALK & TALK	WT	2	0.06 %	0.06
WELL BEING CHECK MEDICAL	WBCF	2	0.06 %	0.06
ABANDONED VEH	AV	1	0.03 %	0.03
CARDIAC ARREST	CPR	1	0.03 %	0.03
CHOKING	CHK	1	0.03 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.03 %	0.03
CIVIL SERVICE	CIVILS	1	0.03 %	0.03
DANGEROUS COND FD	DCFD	1	0.03 %	0.03
FINGERPRINTS	PRINTS	1	0.03 %	0.03
FIRE ALARM COMM/HIGHRISE	ALARCH	1	0.03 %	0.03
FIRST AID CALL	FAID	1	0.03 %	0.03
HARRASSING CALLS	HCALL	1	0.03 %	0.03
HAZARDOUS COND	HZM	1	0.03 %	0.03
JUVENILE	JUV	1	0.03 %	0.03
LASER	LASER	1	0.03 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-07-01 through 2019-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
LOST CHILD	CHIDL	1	0.03 %	0.03
OPEN DOOR	OPD	1	0.03 %	0.03
SEX OFFENSE	SO	1	0.03 %	0.03
SHOOTING	SHOOT	1	0.03 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.03 %	0.03
SMOKE INVESTIGATION	SMOKE	1	0.03 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.03 %	0.03
SOLICITORS	SOL	1	0.03 %	0.03
SUICIDAL PERSON	SP	1	0.03 %	0.03
TRAUMA NON-EMERG	TRAU2	1	0.03 %	0.03
UNCONSCIOUS	UNC	1	0.03 %	0.03
WEAPONS COMPL	WC	1	0.03 %	0.03
ZONE ACCOUNTABILITY PATR	ZAP	1	0.03 %	0.03
TOTAL CALLS:		3,139	100.00%	101.26

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.



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TRAINING SEMINARS ATTENDED

Month of July 2019

<i>Darius DeBarros</i>	<i>7/10</i>	<i>Valor training</i>
<i>Alton Ogden</i>		<i>Deland PD</i>
<i>Laura Diedesch</i>		
<i>Kathryn Gotz</i>		
<i>Trevor Wyman</i>		
<i>Liz Ortman</i>	<i>7/16</i>	<i>Writing Reports UCR</i>
<i>Carlos Rodriguez</i>		<i>Ormond Beach PD</i>
<i>Meegan Wilmot</i>	<i>7/22-26</i>	<i>Advanced PIO FEMA</i>
		<i>Boca Raton</i>
<i>Carlos Rodriguez</i>	<i>7/23-24</i>	<i>Property & Evidence Mgmt</i>
		<i>Winter Haven</i>
<i>Karen Howard</i>	<i>7/25-26</i>	<i>National Incident Based</i>
		<i>Reporting System-</i>
		<i>Jacksonville</i>



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MONTHLY REPORT FOR JULY 2019

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

Replace windshield wipers	veh # 160
Replace spot light bulb	veh #158
Replace battery	veh #155
Replace power steering pump	veh #93
Replace battery	veh #113
Replace tire pressure sensor	veh #94

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JUNE 2019 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
ENGINE RESPONSE	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
STRUCTURE FIRES	0	0	0	1	0	2	1	0	2
HAZARDOUS CONDITIONS	2	1	0	19	7	2	9	1	1
VEHICLE FIRES	0	0	0	0	0	0	1	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	2	0	7	5	2	6	3	0
VEHICLE CRASHES W/ENGINE RESPONSE	1	0	0	10	0	0	5	0	0
SERVICE CALLS	32	8	0	137	35	3	128	11	3
FIRE ALARMS	14	0	0	81	4	3	97	1	1
CANCELLED EN ROUTE	7	1	3	44	14	13	44	12	13
TOTALS	56	12	3	299	65	25	291	28	20

CURRENT MONTH ESTIMATED FIRE DAMAGES

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

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	2	3	27	52	34	67
HOTEL/MOTEL	7	0	42	35	66	128
ASSEMBLY	0	0	3	5	4	7
MERCANTILE	6	3	17	14	25	25
RESTAURANT	4	5	15	8	16	19
BUSINESS	0	2	44	21	50	48
OTHER	7	0	43	0	59	8
CONSTRUCTION	11	0	53	0	50	5
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	0	9	8	17	13
TOTALS	37	13	253	143	321	320

PLANS EXAMINATION HOURS: 3 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2019 STATISTICS

EMS CALLS

CURRENT MONTH

YEAR TO DATE

PRIOR YEAR

	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	47	9	1	333	58	10	407	66	4
BLS CALLS	34	13	1	231	52	10	276	29	2
TOTALS	81	22	2	564	110	20	683	95	6



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MONTHLY REPORT FOR JULY 2019

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

Replace windshield wipers	veh # 160
Replace spot light bulb	veh #158
Replace battery	veh #155
Replace power steering pump	veh #93
Replace battery	veh #113
Replace tire pressure sensor	veh #94

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - JULY 2019

FACILITIES MAINTENANCE DIVISION:

Currently three positions.

Normal monthly duties:

This division is responsible for setting up and cleaning rooms for all rentals and City activities for the Senior Center, Tile Room, Council Chambers, Community Center, City Hall, and Public Safety. Two of the employees have janitorial type duties, like emptying the trash and cleaning the bathrooms in all the buildings, vacuuming the floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs. One employee has the maintenance type duties. He assesses any problems reported with the buildings and handles the repair if it is within his ability. He now has an a/c certification so replacing the filters he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings.

Additionally, this month:

The building maintenance position handled extra repairs at public safety this month, including stucco repairs, cleaned coils in their AHU2 unit, installed an ice machine and worked on and cleaned up after kitchenette a/c unit repairs in the fire bay.

PARKS/STREETS DIVISION:

Currently eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, up keep and general appearance of all the parks, streets, sidewalks and medians daily. They mow, change out lights, restock supplies, replace plants as needed,

replace or repair street signs, check and clear the storm drains, as well as any other issues that may arise in the city. Although there are two divisions they now all share in the normal monthly duties.

Additionally, this month:

The division continued work at the Veterans Park, new City Hall sign, and concrete repairs next to both St Croix and Bella Vista. They also put up and took down the patriotic banners for the Independence Day holiday. The electrician continues to work on turtle lighting, turning off poles in nest areas. He also installed additional power for an ice machine at public safety, hooked up power to a pump at sewer station 6 and installed a new contactor at the pump 3 master station. He handled 43 power line locates this month and worked on fixing exterior lighting issues at the old community center/public safety areas.

SEWER DIVISION:

Currently four positions.

Normal monthly duties:

This division maintains and checks all the sewer stations daily, they do all the general maintenance of the sewer stations, generators and the property the stations are located on. This includes mowing and general outside maintenance as well as cleaning the pump areas, wet wells and floats. The division also maintains the manholes in the city, delivers past due sewer bill notices for finance every month, does cooling tower readings quarterly and has two employees in the division that are animal control officers.

Additionally, this month:

The division did grease traps inspections throughout the city, removed and cleaned a trans-ducer at the master station while trying to trouble shoot recent issues there. They did 6 pool permit meter reading, 5 animal control calls and did 45 sewer line locates.

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - AUGUST 2019

FACILITIES MAINTENANCE DIVISION:

Currently three positions.

Normal monthly duties:

This division is responsible for setting up and cleaning rooms for all rentals and City activities for the Senior Center, Tile Room, Council Chambers, Community Center, City Hall, and Public Safety. Two of the employees have janitorial type duties, like emptying the trash and cleaning the bathrooms in all the buildings, vacuuming the floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs. One employee has the maintenance type duties. He assesses any problems reported with the buildings and handles the repair if it is within his ability. He now has an a/c certification so replacing the filters he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings.

Additionally, this month:

The building maintenance position painted stucco work done in the fire bay kitchen area, repaired damage to a wall at the community center, started the replacement of city hall light fixtures and assisted with sand, sand bags, shutters and other hurricane pre/post work.

PARKS/STREETS DIVISION:

Currently eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, up keep and general appearance of all the parks, streets, sidewalks and medians daily. They mow, change out lights, restock supplies, replace plants as needed,

replace or repair street signs, check and clear the storm drains, as well as any other issues that may arise in the city. Although there are two divisions they now all share in the normal monthly duties.

[Additionally, this month:](#)

The division installed a new maintenance gate at the community center, handled numerous bathroom and outdoor shower repairs at Fornari Park and of course helped with hurricane pre/post work. The electrician started work on moving a light pole on Oceans West Blvd closer to Peninsula, repaired a broken conduit at the facility building, helped remove old lighting from the new lighting being installed around city hall, helped with pre/post hurricane work and handled 30 power line locates this month.

[SEWER DIVISION:](#)

Currently four positions.

[Normal monthly duties:](#)

This division maintains and checks all the sewer stations daily, they do all the general maintenance of the sewer stations, generators and the property the stations are located on. This includes mowing and general outside maintenance as well as cleaning the pump areas, wet wells and floats. The division also maintains the manholes in the city, delivers past due sewer bill notices for finance every month, does cooling tower readings quarterly and has two employees in the division that are animal control officers.

[Additionally, this month:](#)

The division handled a large amount of inhouse repairs this month such as changing out a dialer, replacing exhaust fans, repairing fencing, changing out a hour meter, installing a ceiling fan, repairing an odor controller as well as several other repairs. They also helped in all the pre/post hurricane preparing, did 2 pool permit meter reading, 4 animal control calls and did 68 sewer line locates.

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – July, 2019

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 Submitted this Fiscal Year: 9
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 5
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 2
 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
Daytona Beach Drive in Church	3140 South Atlantic Avenue	7/2	Install new shingle roof	\$26,408.00	\$221.06
Lexington Inn & Suites	2323 South Atlantic Avenue	7/3	Demo 40 guestrooms	\$14,000.00	\$293.60
Jennings Residence	3047 South Atlantic Avenue, Unit 1706	7/8	Remodel kitchen and master bathroom	\$14,300.00	\$154.75
Miller Residence	2975 Sea Oats Circle	7/8	Replace 6 windows and 1 sliding glass door	\$11,856.00	\$129.10
Ashley Condo	3757 South Atlantic Avenue	7/9	Replace 26 entry doors	\$34,000.00	\$261.07
Fraternal Order of Eagles #4469	3516 South Atlantic Avenue	7/10	Change out a 15 ton and a 3 ton A/C system	\$29,000.00	\$232.16
Rozanski Residence	2055 South Atlantic Avenue, Unit 1009	7/10	Change out 3 ton HVAC system	\$14,784.00	\$136.90
Barnes Residence	3737 South Atlantic Avenue, Unit 803	7/10	Change out 4 ton HVAC system	\$13,500.00	\$130.30
Dimucci Towers 14	3797 South Atlantic Avenue	7/10	Install radio enhancement system (BDA)	\$23,450.00	\$542.50
Oceans Four Condo	3003 South Atlantic Avenue	7/11	Remove parking deck coating, repair cracks, reapply coating	\$326,470.00	\$1,543.79
Calderon Residence	2947 South Atlantic Avenue, Unit 1903	7/11	Replace impact window and sliding glass door	\$18,900.00	\$177.58
Lapointe-	3425 South Atlantic Avenue,	7/11	Replace 2 windows and 3	\$34,970.00	\$266.75

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Conway Residence	Unit 1203		sliding glass doors		
Staton Residence	2987 South Atlantic Avenue, Unit 902	7/12	Replace 3 windows and 2 sliding glass doors	\$14,700.00	\$154.75
Muench Residence	2545 South Atlantic Avenue, Unit 104	7/12	Raise ceiling 6", install new cabinets, tile bath walls	\$29,035.00	\$282.03
Daytona Beach Drive in Church	3140 South Atlantic Avenue	7/15	Underground fire line	\$21,998.00	\$160.00
Barborini Residence	3043 South Atlantic Avenue, Unit 806	7/15	Remodel kitchen and 2 bathrooms	\$15,000.00	\$154.75
St Maarten Condo	2403 S. Atlantic Avenue	7/15	Replace exhaust fan in parking lot garage	\$21,645.00	\$183.58
Dessart Residence	2967 South Atlantic Avenue, Unit 802	7/16	Kitchen remodel	\$19,000.00	\$177.58
Vonderhaar Residence	2987 South Atlantic Avenue, Unit 505	7/16	Remodel kitchen and 2 bathrooms	\$22,000.00	\$193.73
Kimball Residence	3 Oceans West Boulevard, Unit 6C1	7/23	Replace kitchen cabinets and tops	\$22,500.00	\$199.11
Fusani Residence	3757 South Atlantic Avenue, Unit 704	7/23	Replace 2 sliding glass doors	\$15,790.00	\$161.50
Mayberry Residence	2902 South Peninsula Drive	7/24	Install new screen enclosure	\$13,600.00	\$146.20
Daytona Seabreeze	3125 South Atlantic Avenue	7/24	Install hurricane shutters on 110 balconies	\$262,144.00	\$1,287.86
Fantasy Island II	3175 South Atlantic Avenue	7/24	Install new roof	\$60,000.00	\$408.98
Oceans Four Condo	3003 South Atlantic Avenue	7/26	Replace fire pump motor	\$10,270.00	\$141.25
Muszalski Residence	3003 South Atlantic Avenue, Unit 4B4	7/26	Remodel kitchen and 2 bathrooms	\$66,000.00	\$443.11
All Coastal Management	3230 South Atlantic Avenue	7/30	Replace shingle roof	\$12,800.00	\$137.65
Andreu Residence	2917 South Atlantic Avenue, Unit 1103	7/31	Replace cabinets, tops, vanities, redo master shower	\$56,385.00	\$391.72
Sherman Residence	3120 Liberty Street	7/31	Electrical for new residence	\$10,000.00	\$127.00
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$1,234,505.00	\$8796.36

Building Division Revenue by Permit Category:

PERMIT TYPE	JULY 2019	FISCAL YEAR-TO-DATE 2018 TO 2019	JULY 2018	LAST FISCAL YEAR-TO-DATE 2017 TO 2018
BUILDING	\$9,632.76	\$115,021.03	\$8,974.29	\$135,757.41
ROOF	\$931.14	\$14,336.38	\$0.00	\$19,474.03
DEMOLITION	\$120.00	\$120.00	\$0.00	\$120.00
ELECTRICAL	\$2,610.75	\$21,204.01	\$3099.36	\$21,160.14
MECHANICAL	\$2,935.59	\$28,085.10	\$4,585.73	\$36,997.25

PLUMBING	\$2,987.63	\$24,840.42	\$2,301.68	\$23,686.00
SIGN	\$138.50	\$2,004.53	\$412.85	\$2,796.99
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$1,540.00	\$1,540.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$65.25	\$1,748.19	\$65.25	\$2,961.74
DEVELOPMENT FEES	\$25.00	\$4110.00	\$0.00	\$640.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$19,446.62	\$211,469.66	\$20,979.16	\$245,133.56

Building Division Activities:

ACTIVITY	JULY 2019	FISCAL YEAR-TO-DATE 2018 TO 2019	JULY 2018	LAST FISCAL YEAR-TO-DATE 2017 TO 2018
INSPECTIONS	290	2350	268	2527
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	1	2
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	1	1	0	2
FINAL INSPECTIONS	196	1635	189	1552
FAILED INSPECTIONS	16	212	26	151

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

Projects Begun Current Fiscal Year-to-Date – 2018 to Present: \$22,169,612.00

Projects Begun Last Fiscal Year – 2017 to 2018: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2016 to 2017: \$24,944,320.00

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – August, 2019

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2
 Submitted this Fiscal Year: 11
 Approved by Staff this Month: 1
 Approved by Staff this Fiscal Year: 6
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 2
 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
Vinson Residence	2937 South Atlantic Avenue Unit 704	8/1	Remodel kitchen, master and guest bathrooms	\$44,500.00	\$323.49
Riddle Residence	3023 South Atlantic Avenue Unit 604	8/1	Remodel master bathroom	\$13,000.00	\$137.65
Aku Tiki	2225 South Atlantic Avenue	8/1	Relocate RTU and associated duct work	\$10,000.00	\$103.90
Aku Tiki	2225 South Atlantic Avenue	8/1	Hook up generator, rewire lobby and equipment room	\$30,000.00	\$136.75
Gonderman Residence	3851 South Atlantic Avenue Unit 302	8/1	Change out 4 ton HVAC system	\$12,200.00	\$123.70
Gzym Residence	3047 South Atlantic Avenue Unit 2006	8/5	Install 4 electric roll down hurricane shutters	\$13,905.00	\$146.20
Keirstead Residence	3060 Liberty Street	8/5	Replace kitchen cabinets, repair drywall, remodel bathroom	\$50,000.00	\$352.09
Henderson Residence	2937 South Atlantic Avenue Unit 1403	8/5	Remodel master and guest bathrooms	\$21,000.00	\$188.34
Diguglielmo Residence	3003 South Atlantic Avenue Unit 5C5	8/5	Replace kitchen ceiling and soffit, remodel bathroom	\$15,992.00	\$161.50
Albrigo Residence	3333 South Atlantic Avenue Unit 2006	8/6	Replace 2 windows and 4 sliding glass doors	\$21,855.00	\$193.73
Ivanov Residence	2967 South Atlantic Avenue Unit 504	8/6	Remodel kitchen and 2 bathrooms	\$23,500.00	\$204.49

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Oceans Seven Condo	2947 South Atlantic Avenue	8/6	Caulking and minor stucco repairs to stop leaks in units	\$40,000.00	\$295.20
Young Residence	3333 South Atlantic Avenue Unit 1406	8/7	Replace sliding glass doors	\$17,050.00	\$172.20
Lindenberg Residence	2947 South Atlantic Avenue Unit 2006	8/7	Replace windows and sliding glass doors	\$44,300.00	\$323.43
Sunoco	2530 South Atlantic Avenue	8/7	Replace 2 rooftop AC units	\$31,354.00	\$253.19
Towers Grande	2055 South Atlantic Avenue	8/7	Remove and replace concrete around drain	\$10,500.00	\$120.55
Ashley Condo	3757 South Atlantic Avenue	8/9	Replace existing fire alarm equipment	\$109,000.00	\$1,339.30
Aruba Condo	3721 South Atlantic Avenue	8/9	Install fire sprinkler system	\$437,000.00	\$6,748.10
Tyler Residence	3343 South Atlantic Avenue Unit 702	8/15	Install 5 manual and 1 motorized hurricane shutters	\$16,328.00	\$166.82
Surfside Club Condo	3601 South Atlantic Avenue	8/15	Exterior building renovation, fenestration replacement	\$2,392,843.00	6,601.22
Steamboat Ridge LLC	3716 South Atlantic Avenue	8/16	Remove and replace flat roof, install standing seam metal on mansard	\$55,275.00	\$386.00
Steamboat Ridge LLC	3717 Cardinal Boulevard	8/16	Remove and replace flat roof	\$23,275.00	\$204.49
Shackleton Residence	3051 South Atlantic Avenue Unit 1604	8/16	Remodel kitchen and 2 bathrooms	\$32,000.00	\$249.69
MAX Daytona Sales Office	1906 South Atlantic Avenue	8/19	Remove membrane, install new membrane, metal coping caps	\$22,450.00	\$199.11
Harvey Residence	125 Esmeralda Avenue	8/19	Replace shingle roof	\$13,000.00	\$137.65
Shores Resort and Spa	2637 South Atlantic Avenue	8/21	Replace rooftop unit and make up air fan	\$32,500.00	\$260.30
St Croix Condo	3145 South Atlantic Avenue	8/21	Replace fire alarm control panel	\$22,753.00	\$205.00
Ocean Club Gift Shop	2316 South Atlantic Avenue	8/21	Roof flat and metal roof	\$43,000.00	\$312.27
Healy Residence	2815 South Atlantic Avenue	8/22	Replace 44 windows 3 exterior doors and 10 sliding glass doors	\$215,869.00	\$1,100.19
Burke Residence	3051 South Atlantic Avenue Unit 2104	8/22	Remodel kitchen, master and guest baths	\$14,075.00	\$154.75
Pearce Residence	107 Florida Shores Boulevard	8/23	Remodel kitchen and 2 bathrooms, remove wall	\$74,500.00	\$494.15
Ronca Residence	3119 Esperanza Avenue	8/23	Replace roof	\$12,000.00	\$129.10
Holiday Inn Express	3301 South Atlantic Avenue	8/26	Remove and replace 3 phase diesel generator	\$40,000.00	\$73.75
Oceans Atrium	3023 South Atlantic Avenue	8/26	Replace 2 store front windows	\$20,065.00	\$188.34
Surfside Club Condo	3601 South Atlantic Avenue	8/27	Relocate existing wall outlets in replaced walls	\$68,000.00	\$369.10

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Oceans Atrium	3023 South Atlantic Avenue	8/27	Replace 6 exhaust fans on roof	13,540.00	\$130.30
Aku Tiki	2225 South Atlantic Avenue	8/28	Replace impact window and door	\$14,750.00	\$154.75
Stephens Residence	131 Key Colony Court	8/30	Remodel kitchen, cabinets and tops, replace vanities	\$22,000.00	\$193.73
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$4,093,379.00	\$23,034.52

Building Division Revenue by Permit Category:

PERMIT TYPE	AUGUST 2019	FISCAL YEAR-TO-DATE 2018 TO 2019	AUGUST 2018	LAST FISCAL YEAR-TO-DATE 2017 TO 2018
BUILDING	\$16,644.56	\$131,665.59	\$10,733.42	\$146,490.83
ROOF	\$1,428.62	\$15,765.00	\$2,557.98	\$22,032.21
DEMOLITION	\$0.00	\$120.00	\$0.00	\$120.00
ELECTRICAL	\$3,325.91	\$24,529.92	\$3,731.99	\$24,892.13
MECHANICAL	\$2,214.84	\$30,299.94	\$2,774.60	\$39,771.85
PLUMBING	\$8605.34	\$33,445.76	\$1,473.75	\$25,159.75
SIGN	\$249.06	\$2,253.59	\$393.30	\$3190.29
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$220.00	\$1,760.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$114.25	\$1,862.44	\$337.65	\$3,299.39
DEVELOPMENT FEES	\$976.92	\$5,086.92	\$465.00	\$1,105.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$33,559.50	\$245,029.16	\$22,687.69	\$267,821.45

Building Division Activities:

ACTIVITY	AUGUST 2019	FISCAL YEAR-TO-DATE 2018 TO 2019	AUGUST 2018	LAST FISCAL YEAR-TO-DATE 2017 TO 2018
INSPECTIONS	292	2642	276	2803
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	1	3
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	2

FINAL INSPECTIONS	182	1817	173	1725
FAILED INSPECTIONS	12	224	9	160

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

Projects Begun Current Fiscal Year-to-Date – 2018 to Present: \$20,935,107.00

Projects Begun Last Fiscal Year – 2017 to 2018: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2016 to 2017: \$26,262,991.00

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending July, 2019

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CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$12,372,443	\$9,406,637	\$2,965,807	24%
General Obligation Debt Service	\$2,832,634	\$2,585,742	\$246,892	9%
General Obligation Construction	\$0	\$6,500	(\$6,500)	
General Fund Sub-Total	\$15,205,077	\$11,998,879	\$3,206,199	21%
Sewer Fund Operations	\$2,579,315	\$2,066,357	\$512,958	20%
Sewer Fund Restricted Impact Fee	\$56,915	\$0	\$56,915	100%
Sewer Fund Sub-Total	\$2,636,230	\$2,066,357	\$569,873	22%
TOTAL ALL FUNDS FISCAL YTD	\$17,841,307	\$14,065,236	\$3,776,071	21%

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$18,447,757	\$17,655,278	\$792,479	4%
Sewer Fund	\$9,070,553	\$8,182,003	\$888,550	11%
Sub-Total Operating Funds	\$27,518,310	\$25,837,281	\$1,681,029	7%
Gen. Obligation [GO] Construction & Debt	\$2,424,743	\$1,290,786	\$1,133,957	88%
TOTAL ALL FUNDS	\$29,943,053	\$27,128,067	\$2,814,986	10%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$3,255,570	\$455,037	
Add Back for Current Year CS Construction Expense	\$0	N/A	
Historical Mean Projected Remaining Cash Flow	(\$1,278,087)	\$383,593	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,977,483	\$838,631	\$2,816,114

Saleable Investment Properties: (Cost Basis)	
2900 S. Atlantic Ave.	\$2,796,053
2608-12 S. Atlantic Ave.*	\$917,535

* This property is currently producing rental income.

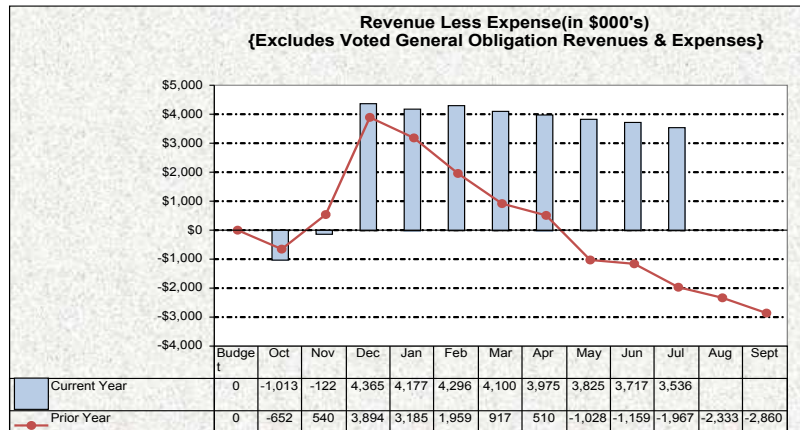
All Funds Budget Performance Summary Report (in 000's)

05-Sep-19

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NON-G.O. FUNDS	July, 2019		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$13,913	\$12,372	\$12,379	(\$6)	0%
Utility Fund	\$3,440	\$2,636	\$2,559	\$77	3%
Total Revenues & Appropriations	\$17,353	\$15,009	\$14,938	\$71	0%
Expenses ('000s)					
General Fund Less Capital	\$12,871	\$9,252	\$9,475	\$223	2%
General Fund Capital	\$1,042	\$155	\$4,871	\$4,716	97%
Utility Fund	\$3,440	\$2,066	\$2,047	(\$19)	-1%
Total Expenses & Appropriations	\$17,353	\$11,473	\$16,393	\$4,920	30%
Revenue Less Expense ('000s)					
General Fund	\$0	\$2,966	(\$1,967)	\$4,933	
Utility Fund	\$0	\$570	\$512	\$57	
Revenue Less Expense	\$0	\$3,536	(\$1,455)	\$4,991	

VOTED GENERAL OBLIGATION	July, 2019		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$2,890	\$2,833	\$2,870	(\$37)	-1%
General Obligation Expense	\$2,890	\$2,592	\$2,612	\$20	1%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$240	\$258	(\$17)	



Prior Year (No G.O.)	Current Year	Prior Yr
Budget	0	0
Oct	(1,013)	(652)
Nov	(122)	540
Dec	4,365	3,894
Jan	4,177	3,185
Feb	4,296	1,959
Mar	4,100	917
Apr	3,975	510
May	3,825	(1,028)
Jun	3,717	(1,159)
Jul	3,536	(1,967)
Aug		(2,333)
Sept		(2,860)

General Fund Detail Budget Report

5-Sep-19

	July, 2019		VERSUS PRIOR YEAR TO DATE			
	Amended Current Budget	Current YTD Actual	Prior YTD	Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources						
Ad-Valorem Taxes	8,035,600	8,021,442	7,720,699		300,742	4%
Business Taxes	100,800	100,903	99,416		1,487	1%
Utility Taxes	1,080,100	787,334	824,016		(36,682)	-4%
Permits & Franchise Fees	918,700	605,445	672,200		(66,755)	-10%
Intergovernmental	802,100	630,256	584,825		45,431	8%
Donations	0	0	0		0	
Charges for Services	1,466,100	1,314,707	1,338,951		(24,244)	-2%
Fines & Forfeitures	84,700	150,034	147,779		2,255	2%
Non-G.O. Interest	154,700	171,925	129,720		42,205	33%
Unrealized Investment G/(L)	0	0	0		0	
Miscellaneous & Fixed Asset Sales	47,500	26,898	324,335		(297,437)	-92%
Internal Services	676,200	563,500	536,667		26,833	5%
Non G.O. Transfer In-Fund Balance	546,400	0	0		0	
Non-G.O. Gen. Fund Revenue	\$13,912,900	\$12,372,443	\$12,378,608		(\$6,165)	0%

Operating Expenditures

Excluding CAPITAL Expense						
Legislative	179,400	101,325	126,927		25,602	20%
Executive	699,400	576,973	552,090		(24,883)	-5%
Finance	586,900	483,230	442,896		(40,334)	-9%
Legal Counsel	166,900	89,349	122,630		33,281	27%
Comp. Planning	125,500	94,081	92,794		(1,287)	-1%
Other Gov't Services	269,100	185,156	186,814		1,658	1%
Public Safety Operations	5,415,300	4,335,751	4,141,060		(194,691)	-5%
Building Dept.	535,700	421,185	4,112,389		3,691,204	90%
Phy. Envir. -- Solid Waste/Recycle	1,135,300	764,718	816,525		51,807	6%
Public Works Operations	1,178,300	878,105	842,966		(35,139)	-4%
Inventory	0	0	0		0	
Benefit Termination Payout	29,400	32,508	56,970		24,462	43%
Parks & Rec	394,800	225,685	757,294		531,609	70%
Community Center	165,200	142,330	0		(142,330)	
Senior Center	172,900	119,884	152,581		32,697	21%
Contingency/Transfers	1,015,000	0	0		0	
Long-Term Debt	802,300	801,838	771,456		(30,382)	-4%
Non-G.O. Operations Expense	12,871,400	9,252,119	9,475,392		\$3,923,274	41%
Non-G.O. CAPITAL Expense	1,041,500	154,518	4,870,557		\$4,716,039	
Total Non-G.O. Expense	13,912,900	9,406,637	14,345,949		\$8,639,312	
Non-G.O. Revenue Less Expense	\$0	\$2,965,807	(\$1,967,341)		\$8,633,147	439%

General Obligation (G.O.) Debt Service

Debt Service Ad-Valorem Revenue	2,870,300	2,821,993	2,863,906
Debt Service Interest Revenue	13,200	10,641	6,169
UG Utils- Debt Service Expense	2,883,500	2,585,742	2,585,176
G.O. Revenue Less Expense	\$0	\$246,892	\$284,899

G.O. Construction

Streetscape Prjct.- Fund Bal Rev. Transfer	6,500	0	0
Streetscape. - Construction Expense	6,500	6,500	27,300
G.O. Construction Rev. Less Exp.	\$0	(\$6,500)	(\$27,300)

Utility Fund Detail Budget Report

09/05/19

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	July, 2019		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$3,349,500	\$2,492,139	\$2,453,795	\$38,344	2%
Interest	74,000	62,676	46,452	16,224	35%
Sale of Fixed Assets / Misc.	0	24,500	(295)	24,795	8405%
Total Operating Revenues	\$3,423,500	\$2,579,315	\$2,499,952	\$79,363	3%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,423,500	\$2,321,535	\$2,259,933	(\$61,602)	-3%
- Less Debt Service Principal [a]		(255,177)	(212,987)		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,423,500	\$2,066,357	\$2,046,946	(\$61,602)	-3%
Operations Margin	\$0	\$512,958	\$453,006		
% Gain/(Loss)		25%			

Impact Fee Revenues					
Sewer Impact Fees	16,000	56,300	\$59,142	(\$2,842)	-5%
Impact Fee Interest	700	615	313	302	96%
Total IF Revenue	\$16,700	\$56,915	\$59,455	(\$2,540)	-4%
Impact Fee Expense					
Sewer Impact Fee Exp	16,700	0	\$0	\$0	
Total IF Expense	\$16,700	\$0	\$0	\$0	
Impact Fee Margin	\$0	\$56,915	\$59,455	(2,540)	-4%
% Gain/(Loss)		100%			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,440,200	\$2,636,230	\$2,559,407	\$76,823	
TOTAL FUND Expense	\$3,440,200	\$2,066,357	\$2,046,946	(\$19,411)	
FUND Revenue Less Expense	\$0	\$569,873	\$512,461	\$57,412	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
July, 2019

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09/05/19

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative			0
5190 Other Gov't			
5210 Pub. Safety Admin	CID Vehicle 1	27,000	0
5211 Patrol/Fire/Rescue	Patrol Vehicle (2)	77,200	0
5240 Building & Codes			
5410 Pub. Works Admin	Vehicle	40,000	31,960
5412 Pub. Works Bldg. Maint	Sr. Ctr. Roof Replace	62,000	
	Sr. Ctr. Mansard Repair	35,000	
	City Hall Sign	45,000	37,230
	Lift for Community Center	12,000	
5413 Pub. Works Streets	Solar Message Board	20,000	
	<i>Gas Tax Financed</i>		
	<i>Appropriated Road Improvements</i>	60,000	17,510
	<i>Crosswalks</i>	120,000	
5720 Parks	Roller for Tennis Courts	10,000	0
5720 Parks	Improvements	81,800	55,852
5751 Community Center	Microphone System	12,000	11,967.00
	Machinery & Equipment	0	0.00
5752 Senior Center	Sr Center Improvements	439,500	0.00
	Machinery & Equipment	0	0.00
GENERAL FUND TOTAL		1,041,500	154,518
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	
	EQUIPMENT		
	Station 3 Generator	50,000	47,165
	Station 4 Generator	50,000	52,705
	New Vactron	210,000	
	Vehicle 118	60,000	
	Capital Offset to Depreciation Exp	(2,945,000)	(99,870)
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		1,041,500	154,518

INVESTMENT REPORT

July, 2019

H:\Monthly Budget Rpts\MBR 18-19 Pd10 Agenda.xlsx\Invests

9/5/2019

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Policy Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			50%	0.0%	Yes
Cash & CDs	CASH			None	100.0%	
Money Market Funds	MMF			20%	0.0%	Yes
Fed Instrum. & Agncy	FIA			30%	0.0%	Yes
Collat. Mortg. Obligtns.	CMO			20%	0.0%	Yes
Commercial Paper	CP			10%	0.0%	Yes
FMIT	FMIT			None	0.0%	

Performance @Period Ending: July, 2019

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	\$530	2.55%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	\$530	2.55%	0%
TOTAL SBA					\$1,060		0.0%
Bank of America	004537065882	Cash	CASH	Working Cash	\$6,248,770	0.70%	21%
Bank of America	898013183744	Cash	CASH	UG Util Building	\$2,424,743	0.70%	8%
Bank of America	005562564319	Cash	CASH	Sewer Operating	\$3,805,651	0.70%	13%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	\$105,784	0.70%	0%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	\$5,158,589	1.24%	17%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	\$10,432,127	1.24%	35%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	\$1,766,330	1.24%	6%
TOTAL BANKS					\$29,941,993		100.0%

TOTAL CURRENT VALUE @ PERIOD END	\$29,943,053
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.01%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Yr. End
G.O. Construction & Debt Service Funds	\$2,424,743	\$19,113	\$1,133,957	\$347,853
General Fund (excl. G.O. Funds)	\$18,447,757	(\$377,529)	\$792,479	\$2,907,717
Sewer Fund	\$9,070,553	\$25,463	\$888,550	\$455,037
TOTAL	\$29,943,053	(\$332,952)	\$2,814,986	\$3,710,607
Percent Change for Current	N/A	-1.1%	10.4%	14.1%

Portfolio Report

July, 2019

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)	\$530	2.55%	\$530	\$0	\$14
BoA	Cash-Pool Cash Account (5882)	\$8,234,414	0.70%	\$8,234,413.67	\$0	\$57,641
	Contraband Pool Cash in 5882	\$37,199		\$37,199.43	\$0	\$0
	Pool Cash Due to Sewer Fund			(\$2,022,843)		\$0
	Pool Cash Due to Sewer Impact Fees					\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$2,424,743	0.70%	\$2,424,743	\$0	\$16,973
Seacoast	Cash-Pool Cash Account (0706)	\$10,432,127	1.24%	\$10,432,127	\$0	\$129,358
Seacoast	Cash-Loan Reserve (3566)	\$1,766,330	1.24%	\$1,766,330	\$0	\$21,902
ALL GENERAL FUND			1.08%	\$20,872,500	\$0	\$225,888
PRIOR MONTH				\$21,230,915		

SEWER OPERATING						
SBA	Investment (032)	\$530	2.55%	\$530	\$0	\$14
BoA	Cash (4319)	\$1,782,809	0.70%	\$1,782,809	\$0	\$12,480
Seacoast	Cash (4966)	\$5,158,589	1.24%	\$5,158,589	\$0	\$63,966
	Cash-Pool Cash Due From Gen. Fund			\$2,022,843		\$0
ALL SEWER OPERATING FUND			0.85%	\$8,964,770	\$0	\$76,460
PRIOR MONTH				\$8,939,369		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$105,784	0.70%	\$105,784	\$0	\$740
	Cash-Pool Cash Due From Gen. Fund			\$0		\$0
ALL SEWER IMPACT			0.70%	\$105,784	\$0	\$740
PRIOR MONTH				\$105,721		

ALL FUNDS			1.01%	\$29,943,053	\$0	\$303,088.62
PRIOR MONTH				\$30,276,004		
MONTHLY CHANGE				(\$332,952)		
MONTHLY CHANGE %				-1.1%		



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 AUGUST 2019

	Aug-19	19/YTD	Aug-18	18/YTD
Police Related Calls	2,861	21,178	2,621	20,836
Fire Related Calls	17	263	24	270
Rescue Related Calls	85	676	102	885
Fire Related Alarms Sounding	16	87	16	115
Traffic Citations	336	3,134	355	3,326
Written Warnings	87	802	92	1,408
Building Inspections	41	410	93	734
Arrests: Adults	51	411	76	557
Juveniles	0	3	0	11
Civil Citations	0	89	12	134
City Ordinance Charges	1	1	0	2
Florida State Statute Charges	89	766	145	1,039
Accidents: Total	26	173	21	204
Street/Highway	13	92	6	116
Parking Lot	13	81	15	89

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-08-01 through 2019-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	673	23.52 %	21.71
TRAFFIC STOP	TS	592	20.69 %	19.10
PROPERTY CHECK	PRC	417	14.58 %	13.45
MISCELLANEOUS LE CALL	MISC	345	12.06 %	11.13
SUSP PERSON	SPER	100	3.50 %	3.23
SUSP VEHICLE	SVEH	46	1.61 %	1.48
DIRECTED PATROL REQUEST	DPR	42	1.47 %	1.35
RADAR	RADAR	41	1.43 %	1.32
MEDICAL EMERGENCY	MED1	37	1.29 %	1.19
TELEPHONE HANDLE	THC	37	1.29 %	1.19
ANIMAL COMPLAINT	AC	29	1.01 %	0.94
SUSP INCIDENT	SINC	29	1.01 %	0.94
DISTURBANCE	DIST	27	0.94 %	0.87
FLAG DOWN	FLAG	21	0.73 %	0.68
WALKUP	WALKUP	21	0.73 %	0.68
TRESPASSERS	TRES	19	0.66 %	0.61
NARCOTICS	NARC	18	0.63 %	0.58
SUSPECT STOP	SS	18	0.63 %	0.58
FIRE ALARM	ALARMF	17	0.59 %	0.55
MVA	MV	17	0.59 %	0.55
911 CK/OPEN LINE	911CK	15	0.52 %	0.48
INFORMATION GIVEN	INFO	15	0.52 %	0.48
INVESTIGATION	INV	14	0.49 %	0.45
MEDICAL NON-EMERG	MED2	12	0.42 %	0.39
FOUND PROPERTY	PROPF	11	0.38 %	0.35
HIT&RUN MVA	MVHR	11	0.38 %	0.35
RECKLESS DRIVER	RD	11	0.38 %	0.35
SPECIAL DETAIL	SDL	11	0.38 %	0.35
BUSINESS ALARM	ALARMB	9	0.31 %	0.29
ELEVATOR CALL	ELEV	9	0.31 %	0.29
THEFT	THEFT	9	0.31 %	0.29
CIVIL COMPLAINT	CIVIL	8	0.28 %	0.26
FALL- NON EMERGENCY	TRAU3	8	0.28 %	0.26
TOWED VEHICLE	TOW	8	0.28 %	0.26
DOMESTIC DISTURBANCE	DV	7	0.24 %	0.23
ASSAULT/BATTERY	ABAT	6	0.21 %	0.19
MENTALLY ILL PER	MIP	6	0.21 %	0.19
NOISE	NOISE	6	0.21 %	0.19
STROKE / CVA	CVA	6	0.21 %	0.19
TRAUMA CRITICAL	TRAUE	6	0.21 %	0.19
TRAUMA EMERGENCY	TRAU1	6	0.21 %	0.19
ASSIST AGENCY	ASSIST	5	0.17 %	0.16
ATT TO CONTACT	ATC	5	0.17 %	0.16
FIGHT	FIGHT	5	0.17 %	0.16
SHOPLIFTING	SHOP	5	0.17 %	0.16
VANDALISM	VAND	5	0.17 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-08-01 through 2019-08-31

LOCATION: ALL / ZONE: ALL / RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
WARRANT	WAR	5	0.17 %	0.16
BURGLARY ALARM	ALARM	4	0.14 %	0.13
DISABLED VEHICLE	DAV	4	0.14 %	0.13
DRUNK DRIVER	DUI	4	0.14 %	0.13
FINGERPRINTS	PRINTS	4	0.14 %	0.13
ILLEGAL PARKING	PARK	4	0.14 %	0.13
MEDICAL UNKNOWN	ALARMM	4	0.14 %	0.13
WELL BEING CHECK	WBC	4	0.14 %	0.13
CITY ORDINANCE VIOLATION	COV	3	0.10 %	0.10
CIVIL SERVICE	CIVILS	3	0.10 %	0.10
DEAD PERSON	DEAD	3	0.10 %	0.10
UNCONSCIOUS	UNC	3	0.10 %	0.10
WALK & TALK	WT	3	0.10 %	0.10
ATTEMPTED SUICIDE	ASUI	2	0.07 %	0.06
BOLO	BOLO	2	0.07 %	0.06
BURG/RESD	BURGR	2	0.07 %	0.06
DRUNK PERSON	IP	2	0.07 %	0.06
FAILURE TO PAY	FTP1	2	0.07 %	0.06
FRAUD	FRAUD	2	0.07 %	0.06
LOST PROPERTY	PROPL	2	0.07 %	0.06
MISSING PERSON	MP	2	0.07 %	0.06
PRISONER TRANS	PT	2	0.07 %	0.06
ROAD OBSTRUCTION	RDOB	2	0.07 %	0.06
SOLICITORS	SOL	2	0.07 %	0.06
STOLEN VEHICLE	SV1	2	0.07 %	0.06
SUICIDAL PERSON	SP	2	0.07 %	0.06
TRAUMA NON-EMERG	TRAU2	2	0.07 %	0.06
911 CK/OPN LINE/MED HAZ	911MED	1	0.03 %	0.03
BURG/IN PROG	BURGIP	1	0.03 %	0.03
BURG/JUST OCCD	BURGJO	1	0.03 %	0.03
CARDIAC ARREST	CPR	1	0.03 %	0.03
DANGEROUS COND FD	DCFD	1	0.03 %	0.03
DEPOSITS	DEP	1	0.03 %	0.03
FIRST AID CALL	FAID	1	0.03 %	0.03
FLEEING DRIVER	FLEE	1	0.03 %	0.03
JUVENILE	JUV	1	0.03 %	0.03
LOST CHILD	CHILDL	1	0.03 %	0.03
LOST/FOUND PET INFO	PET	1	0.03 %	0.03
MVA MAJOR	MVMI	1	0.03 %	0.03
MVA W/INJURIES PED	MVPI	1	0.03 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.03 %	0.03
OPEN DOOR	OPD	1	0.03 %	0.03
PANIC ALARM	ALARM P	1	0.03 %	0.03
STOLEN TAG	TAGS	1	0.03 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.03 %	0.03
TRAFFIC CONTROL	TC	1	0.03 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-08-01 through 2019-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
WEAPONS COMPL	WC	1	0.03 %	0.03
TOTAL CALLS:		2,861	100.00%	92.29

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

AUGUST 2019 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ENGINE RESPONSE									
STRUCTURE FIRES	1	0	0	2	0	2	1	0	2
HAZARDOUS CONDITIONS	1	0	0	20	7	2	10	1	1
VEHICLE FIRES	0	0	0	0	0	0	1	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	0	0	7	5	2	6	3	1
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	10	0	0	5	0	0
SERVICE CALLS	3	2	0	140	37	3	139	12	4
FIRE ALARMS	15	1	0	96	5	3	113	1	1
CANCELLED EN ROUTE	9	1	0	53	15	13	48	13	17
TOTALS	29	4	0	328	69	25	323	30	26

CURRENT MONTH ESTIMATED FIRE DAMAGES

CITY: \$3,000
COUNTY: \$0
MUTUAL AID: \$0

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	8	4	35	56	37	74
HOTEL/MOTEL	5	2	47	37	74	147
ASSEMBLY	0	0	3	5	5	10
MERCANTILE	0	4	17	18	31	26
RESTAURANT	2	3	17	11	19	19
BUSINESS	1	0	45	21	69	53
OTHER	5	0	48	0	65	8
CONSTRUCTION	7	0	60	0	56	5
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	0	9	8	20	16
TOTALS	28	13	281	156	376	358

PLANS EXAMINATION HOURS: 3 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 2019 STATISTICS

EMS CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	45	6	1	378	63	11	460	78	6
BLS CALLS	30	3	0	261	55	10	304	38	3
TOTALS	75	9	1	639	118	21	764	116	9



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MONTHLY REPORT FOR AUGUST 2019

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:

Drivers seat replacement	veh #143
Replace battery	veh #M22
Repair left rear partition window	veh #159
Replace left rear outside trim	veh #159
Replace headlight	veh #144
Replace battery	veh #160
Replace taillights	veh #131
Replace latch assembly	veh #A-77
Replace fuel filter	Mower
Replace fuel filter	Mower
Replace fuel filter	Mower
Replace throttle cable	Hedgetrimmer
Installed power brake booster	veh #93
Replace blower motor	veh #79
Replace broken air break fittings	veh #113



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TRAINING SEMINARS ATTENDED

Month of August 2019

<i>Richard Williams Connor Curtis</i>	<i>8/2</i>	<i>Autism Awareness Kissimmee</i>
<i>Norman Medders Karen Howard</i>	<i>8/14</i>	<i>Effective Budgeting for Command Staff-DSC</i>
<i>Karen Howard</i>	<i>8/21-24</i>	<i>NAWLEE Conference Providence, RI</i>
<i>Norman Medders</i>	<i>8/26-30</i>	<i>FBI-LEEDA Institute Beach Safety</i>
<i>Peter Burick Darius DeBarros</i>	<i>8/20-8/30</i>	<i>Detectives Academy DSC</i>

State of Florida Purchasing Card Program Eligible User Agreement

In accordance with State Term Contract No. 84121500-15-01

The State of Florida Department of Management Services (“Department” or “DMS”) has agreed that State Agencies and local government entities in the State of Florida (each an “Eligible User”) may utilize the purchasing card program of the State of Florida (“Purchasing Card Program”) as the basis for establishing a purchasing card program with an Eligible User.

This Eligible User Agreement (the “Agreement”) is entered into by (the “Eligible User”) and Bank of America (the “Contractor”) as of the date last signed by the parties (the “Effective Date”). By signing this Agreement, the Eligible User requests, and the Contractor agrees to provide to the Eligible User, the corporate purchasing card services set forth in State Term Contract number 84121500-15-01. Incorporated documents do not negate the provision of the Contract. Any product, service or maintenance provisions that do not comply with Florida law or require an Eligible User to indemnify the Contractor are invalid. The Eligible User and the Contractor agree as follows:

- A. All defined terms in the Contract apply to this Eligible User Agreement.
- B. By signing this Eligible User Agreement, the Eligible User and the Contractor agree to be bound by the terms of this Eligible User Agreement and the Contract in the performance of their obligations. By signing below, the Eligible User represents that a copy of the Contract has been provided or made available to it.
- C. With regard to Eligible User participation, the following applies:

1. Eligible User Warranties.

The Eligible User represents and warrants to the Contractor that:

- 1.1 it is an Eligible User, as defined under the Contract;
- 1.2 it is contracting for purchasing card services with the Contractor, and its performance of its obligations under this Agreement and the Contract will not violate any law, regulation, judgment, decree or order applicable to it; and
- 1.3 it desires to utilize the Purchasing Card Program (“Program”) of the Department as the basis for establishing a purchasing card program.

The Eligible User acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, the Contractor will provide the Department and DFS with access to the following information: (i) Eligible User’s name and agreement to the provisions of the Contract and the Agreement; (ii) data related to the Eligible User’s Cardholder Transactions and use of the purchasing card program; and (iii) amount of rebate paid by the Contractor to the Eligible User under the Program.

2. Contractor's Obligations.

2.1 Card Accounts. The Contractor will open Card Accounts, upon the Eligible User's request, which Cardholders may use to conduct Transactions for the Eligible User's business. All Transactions made on a Card Account are considered authorized by the Eligible User unless the Contractor receives, and has had a reasonable period of time to act upon, written notice from the Eligible User that the Cardholder is no longer authorized to use the Card or the Card Account.

At the Eligible User's request, the Contractor may also establish a Cardless Account. If an OEU so requests, the Contractor will provide to the Cardholder, at the address the OEU specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account.

2.2 External Fraud. The Contractor will assume the financial liability for all external fraud if the Eligible User or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion, the Contractor will deliver misuse insurance provided by the card network to help the Eligible User with recovery from card networks.

3. Eligible User's Obligations.

3.1 The Eligible User shall use each Card Account solely for business purposes, and shall pay according to section 13, Exhibit C, Special Contract Conditions, for each Transaction, regardless of its purpose or whether the Eligible User signed a sales draft or received a receipt.

3.2 The Eligible User represents and warrants to the Contractor that each Cardholder is a current employee, or for OEU's, an employee or agent of the OEU. If a Cardholder ceases to be the Eligible User's employee or agent, the Eligible User must provide notice as soon as practicable and destroy or return to the Contractor as soon as practicable the Card allocated to that Cardholder.

3.3 The Eligible User will promptly furnish such financial and other information as the Contractor requests for the purpose of reviewing the Eligible User's ability to perform the Eligible User's obligations to the Contractor. Notwithstanding the foregoing, the financial information for State Agencies is located at:

http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm. The Eligible User represents and warrants that all information about the Eligible User, its employees, and agents is accurate and sufficiently complete to give the Contractor accurate knowledge of the Eligible User's financial condition.

3.4 The Eligible User and each Cardholder will check to ensure that the information on each new Card is correct, and the Eligible User will contact the Contractor if there is an error.

3.5 The Statewide Purchasing Card Administrator or OEU Eligible User must give Contractor prompt written notice of any addition, deletion or change of its Purchasing Card Administrator.

3.6 The Eligible User is responsible for maintaining the security of its data outside the Contractor's or Contractor's vendors' systems. The Contractor is responsible for maintaining the security of the Eligible User's data on the Contractor's or Contractor's vendors' systems.

3.7 Compliance with Law. The Eligible User must comply, and ensure that its Cardholders and Transactions comply with all laws to which the Eligible User, the Cardholder or the Transaction may be subject, including all AML/Sanctions Laws. The Eligible User must provide all notifications or information necessary to allow the Contractor to comply with obligations under any AML/Sanctions Laws, including (if necessary) providing any information required to establish and verify the identity and background of any Cardholder. The Eligible User represents and warrants to the Contractor that the performance of its obligations will not violate any law or facilitate illegal transactions.

3.8 OFAC Covenant. The Eligible User covenants that it will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any disallowed activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.9 Credit Limit. The Contractor will establish one total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. The Eligible User shall determine an individual credit limit for each Cardholder Account which is part of any of its Card Accounts issued to the Eligible User and all of its Cardholders. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. However, this will not increase the total credit limit. Upon the Eligible User's request and if approved by the Contractor, the Contractor may increase the total credit limit or any individual limit. The Contractor may decrease the total credit limit or any individual limit in its reasonable discretion with notification to the Eligible User as soon as practicable, but in no event later than the same date as the decrease.

3.10 Transactions Exceeding the Credit Limit. The Eligible User agrees not to incur obligations which would cause the total credit limit for all Card Accounts to be exceeded. The Contractor will make available online tools and standard reporting to monitor cardholder activity. If the Eligible User exceeds the total credit limit for all Card Accounts, the Contractor may refuse any Transactions on all Card Accounts. The Contractor also may require the entire balance owing on the most recent Billing Statement to be immediately due and payable before further use of Card Accounts. If the Eligible User's individual Card limit is exceeded and that individual Cardholder Account is individually billed, the Contractor may (i) refuse any Transactions applicable to that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until the Eligible User increases that Cardholder's credit limit; and (ii) charge the Eligible User a fee as set in the Schedule of Charges in Exhibit A-1 (attached hereto).

3.11 Currency Conversion. If an Eligible User or its Cardholders make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

3.12 International Transaction Fee. The Contractor may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set in the Schedule of Charges in Exhibit G (as defined in State Term Contract number 84121500-15-01) and Exhibit A -1 (attached hereto).

4. Disputes with Merchants and Suppliers.

4.1 Disputes with Merchants and Suppliers. The Contractor will have no liability for goods or services purchased with, or for a Merchant's or Supplier's failure to honor purchases made with a Card Account. If the Eligible User has any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, the Eligible User must contact the Merchant or Supplier directly. The Eligible User may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account or Card as a reason to avoid the Eligible User's payment obligations under the Contract. Notwithstanding the foregoing, when the Contractor processes any request for a Transaction refund through a card network on the Eligible User's behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, the Eligible User agrees that, in a dispute with a Merchant or Supplier, the Contractor will be subrogated to the Eligible User's rights and each Cardholder's rights against the Merchant or Supplier and the Eligible User will assign (and cause the Cardholder to assign) to the Contractor the right to assert a billing error against the Merchant or Supplier. The Eligible User will, and will cause the Cardholder to, do whatever is necessary to enable the Contractor to exercise those rights. The Contractor may reverse from any Card Account any Transactions relating to the dispute.

4.2 Authorization for Transactions. A Merchant or Supplier may seek prior authorization from the Contractor before completing a Transaction. If the Eligible User advises the Contractor in writing that the Eligible User desires to restrict Transactions to Merchants falling within certain categories the Contractor designates, to the extent consistent with the Statement of Work and the Contract, the Contractor will take reasonable steps to prevent authorization of Transactions from other types of Merchants. The Contractor, however, will not be liable to the Eligible User if Merchants or suppliers nonetheless accept a Card for other types of Transactions, or if authorization for a Transaction is not given. The Contractor may also refrain from authorizing a Transaction for any reason in the Contractor's reasonable discretion.

4.3 Forms of Consent. If a Transaction is made using a Card or a Card Account number, the Eligible User needs to consent to the Transaction (whether by a Cardholder giving consent or otherwise) so that the Contractor can make sure that it is genuine. A Transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the Transaction is made using contactless technology; or
- iv. such other means as the Department and the Contractor may from time to time agree.

The Contractor may deem Transactions which have not been consented to in one of the above manners to be unauthorized and the Contractor may decline to process such Transactions. This is in addition to any other rights the Contractor has to decline Transactions according to Eligible User Agreement Sections 4, 5.1, or 5.2 (disputes, authorizations and Unauthorized Use).

5. Lost or Stolen Cards; Unauthorized Use.

5.1 Authorization Denials. The Contractor may refrain from authorizing any Transaction:

- i. if the Contractor suspects that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. if the Contractor suspects that the Transaction constitutes or might constitute Unauthorized Use as defined in Section (3)(yyy), Exhibit A, Definitions; or
- iii. if to authorize that Transaction would cause the Contractor to breach any law (including any AML/Sanctions Laws by which the Contractor must abide).

5.2 Failure to Authorize. Subject to applicable law, the Contractor will not be liable to the Eligible User if the Contractor fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, the Eligible User may seek, and the Contractor will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

5.3 Reporting a Loss, Theft or Unauthorized Use; Assisting with Investigations. In the event of a possible loss or theft of a card, or Card Account or possible Unauthorized Use, the Eligible User will give the Contractor notice as provided in section 10.6, Exhibit D, Statement of Work, or using the Solution. The Eligible User agrees to give the Contractor this notice as soon as reasonable after discovery of the known or suspected loss or theft or Unauthorized Use. If notice is provided and the Eligible User assists the Contractor in investigating the loss, theft or possible Unauthorized Use, then the Eligible User will not be liable for Transactions resulting from Unauthorized Use. If the Contractor has issued fewer than ten Card Accounts to the Eligible User, the Eligible User's liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, or Card Account and whose use does not result in a direct or indirect benefit to the Eligible User, will not exceed \$50 on each Card.

6. License to Use the Eligible User's Marks.

Upon the Eligible User's request, the Contractor may place the Eligible User's trademark, trade name, service mark and/or designs ("Eligible User's Marks") on the Cards consistent with section 10, Exhibit D, Statement of Work. The Eligible User will provide the graphics to the Contractor in sufficient time to allow for review and approval by the Contractor and, if necessary, the respective card network. The Eligible User or the State, as applicable, grants to the Contractor a non-exclusive license to use, during the term of the service, Eligible User's Marks on the Cards.

7. Convenience Checks.

In the event the Contractor provides Convenience Checks with regard to an OEU Card Account, the Convenience Checks may not be used to make payment on the Card Account. The Contractor may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to the OEU or the Cardholder.

If an OEU wishes to stop payment on a Convenience Check, it must call the Contractor at the customer service number shown on the Billing Statement and provide such information as the Contractor requests or is required under the relevant User Documentation. The Contractor will stop payment if the request is received on or before the Business Day on which the Contractor would otherwise pay the Convenience Check. The date on which the Contractor would pay a Convenience Check may be prior to the date it would post to the Card Account. A stop payment order will remain in effect for up to six months.

8. Cardless Accounts; Accounts not in Name of Individual.

The Contractor may establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account if requested by the Eligible User. The Eligible User may provide the number associated with the Cardless Account to its Cardholders. The Eligible User agrees to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use. The Contractor will however assist the Eligible User with any disputed transaction as described in Section 4.

9. Statements and Payment.

For Eligible Users see section 13, Exhibit C, Special Contract Conditions. For OEUs, see Sections 9.1 – 9.5.

9.1 Issue of statements. The Contractor will provide to the Card Administrator, or other person the OEU designates in writing, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If the OEU has requested a Card Account for travel and entertainment Transactions, the Contractor will provide, upon the OEU's request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which the OEU or the Cardholder provides to the

Contractor. The OEU agrees that the Contractor may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

9.2 Review of statements. On the OEU's receipt of a Billing Statement, the OEU must review it and notify the Contractor by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by the parties of any Transaction appearing on that statement which the OEU considers may have resulted from any Unauthorized Use. The OEU must give this notice as soon as practicable but in any event not later than 60 days after the OEU receives the Billing Statement. If the OEU opts to have individual statements sent to individual Cardholders, the OEU must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if the OEU does not (or if a relevant Cardholder does not) give the Contractor notice in accordance with this Section 9.2, the Contractor may not be liable to refund any amounts relating to that Transaction.

9.3 Payment of statement amount. The OEU will pay, or ensure that the relevant Cardholder pays on the OEU's behalf, to the Contractor the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If the Contractor does not receive payment in full by the specified due date, in addition to its other rights, the Contractor may assess a late fee and finance charge as set in the Schedule of Charges for the OEU in Exhibit A -1 (attached hereto). The OEU has no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, the Contractor will collect from the OEU for any amount due which is not paid by a Cardholder.

9.4 Service fees. The OEU will pay the Contractor for a Service set in the Schedule of Charges in Exhibit A -1 (attached hereto).

9.5 Account identification. If an OEU or any Cardholder makes any payment to the Contractor in connection with a Card Account, it must, or ensure that the Cardholder must, at the same time provide the Contractor with either the account number or the Card number. The Contractor shall not be liable for any delay in crediting any such payment or recording any Transaction, where this information is not provided to the Contractor in accordance with this Section 9.5.

10. Termination.

10.1 All terminations are contingent on written notice. The following events may be the basis for termination for default:

10.1.1 If an Eligible User fails to pay when due undisputed charges totaling at least two months' charges under the Contract and fails to make such payment within fifteen (15) days after receipt of written notice of non-payment from the Contractor referencing this section, and stating that the Contractor intends to terminate the Eligible User Agreement for nonpayment, then the Contractor may terminate the Agreement as of the date specified by the Contractor in a separate written notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

10.1.2 If an Eligible User fails to comply with any material law or regulation controlling its operation, including AML or Sanctions Law, the Contractor has the right to file a notice of termination immediately, which notice shall specify the asserted non-compliance and attach supporting evidence.

10.1.3 If an Eligible User materially breaches any of the terms and conditions of this Agreement, and does not cure or commence a cure of the breach within 30 days of written notice, then the Contractor has the right to file an immediate notice of termination contingent on prior completion of a dispute resolution process between the parties.

10.2. If an Eligible User experiences a material adverse change in the Eligible User's financial condition and the Eligible User's ability to perform its obligations under the terms of the Eligible User Agreement are negatively impacted, then the Contractor may terminate the specific Eligible User Agreement after providing written notice referencing this section and stating that the Contractor intends to terminate the Eligible User Agreement as of a date specified in the notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

10.3 Upon any termination of an Eligible User Agreement, the Eligible User will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards. The Eligible User's responsibility to pay for all undisputed Transactions regarding each Card Account will continue until the Eligible User notifies the Contractor to close the Card Account or until the Eligible User pays for all Transactions entered into before the Contractor closes the Card Account to future use, whichever occurs later. The Contractor and the Eligible User shall settle all outstanding liabilities and all claims arising out of such termination. After termination, the Eligible User and all Cardholders will make no new Transactions on any Card Account. If, however, the Eligible User makes such Transactions, the Eligible User will be liable for each of them. These obligations will continue after a service the Eligible User is using has been terminated.

11. Receipts Imaging Service.

The OEU may elect to use the Contractor's receipts imaging service whereby the OEU will send copies of its transaction receipts, and the Contractor will electronically store those receipts (the "receipts imaging service"). It is the OEU's obligation to send the Contractor legible copies of transaction receipts. The OEU acknowledges and agrees that the Contractor will not review the transaction receipts and that the OEU is responsible for retaining the original receipts. The Contractor will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies the Contractor is not reasonably able to provide. Images will be made available to the OEU by website at such times as may be set forth in the applicable User Documentation or as otherwise established by the Contractor. There is no charge for this service.

12. Notices.

Any notice required or permitted to be given under this Eligible User Agreement or the Contract from one party to the other will be in writing and will be given and deemed to have been given when actually received, if hand delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone, with and original mailed or hand-delivered thereafter or

mailed by certified or registered mail with postage prepaid to the Party or their successor at the address specified as follows:

i. Eligible User: _____

ii. Contractor: Bank of America
P.O. Box 28
Norfolk, VA 23510

For overnight delivery send to:
Bank of America
Commercial Card: Floor 11
3 Commercial Place
Norfolk, VA 23510

Routine notices given by Contractor to the Eligible User, such as transaction details, changes in terms required by systems updates or payment card network changes and any reasonable notice required by the Contractor's licenses or schedules, may be delivered by electronic mail to the address provided by the Eligible User. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten (10) Business Days prior written notice thereof.

13. Information Security/Data Protection.

Data Security requirements are described in section 7, Exhibit C, Special Contract Conditions. The following are policies of the Contractor:

13.1 Overall Data Security Regulations. As a financial institution, the Contractor is required to comply with the information security standards of, as applicable, the Gramm Leach Bliley Act and the regulations issued thereunder the Fair and Accurate Credit Transactions Act and the regulations issued thereunder; the Federal Financial Institutions Examination Council (FFIEC) criteria; the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice; the US Securities and Exchange Commission; FINRA; the NASD; and other federal statutory, national and international legal and regulatory requirements. The Contractor is evaluated regularly for compliance with these obligations by various US and international regulators, including, the US Office of the Comptroller of the Currency, as applicable.

13.2 Security and Confidentiality. The Contractor maintains an information security policy that: contains appropriate administrative, technical, and physical safeguards designed to protect against Information Security Events; conforms as required to the requirements of applicable data protection laws; and sets forth policies and procedures that are consistent with, to the extent applicable to the Services, PCI DSS standards, the card networks' rules and regulations; and Financial Services Industry Best Practices.

13.3 Organizational Security. All information is stored in the United States for programs in the United States and Canada.

13.4 Human Resources Security. The Contractor takes reasonable steps to ensure that its Workforce is aware of their obligations in the provision of the Services and applicable data protection laws, including that any unauthorized processing or disclosure of the Personal Data may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce will receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of the Contractor's Workforce with access to the Contractor's Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

13.5 Physical and Environmental Security. Contractor protects all areas that contain Information Processing System(s) or media containing Personal Data by the use of security controls deemed appropriate by the Contractor.

13.6 Information Security Event Management. The Contractor maintains an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, the Contractor will:

Provide Eligible User prompt, but in no event later than two (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by the Contractor as part of its standard incident response process that involves, or which the Contractor reasonably believes involves, the unauthorized access, use or disclosure of Eligible User's Personal Data.

Such notice shall, to the extent the Contractor is legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by the Contractor, if known at that time. The Contractor will promptly take all corrective action deemed necessary or appropriate by the Contractor at no additional charge to the Eligible User.

13.7 Security Assessments. The Contractor permits the Eligible User's representatives to perform one annual on-site or written assessment of the security controls used at the Contractor's data processing and business facilities. Also such assessment may be requested after an Information Security Event. Such assessments will be performed during regular business hours, at a date and time agreed to by both Parties, and will not require access to Information Processing System(s). Such assessments will be subject to the Contractor's security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

The Contractor scans internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server,

application and database scanning tools) at a minimum once per month and perform mitigations that the Contractor deems appropriate to address issues identified.

The Contractor performs a comprehensive application penetration test and security evaluation of all websites used to store, access, or process Personal Data prior to use and at least annually thereafter.

IN WITNESS WHEREOF, the parties hereby execute this Eligible User Agreement as of the Effective Date.

Bank of America, N.A.

Eligible User

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Schedule of Fees, Charges and Rebates

Other Eligible Users

Please Note: Section III under “Rebate Calculation and Payment:” the equation formula, the Standard Transactions Rebate Multiplier Table and the Large Ticket / Partner Program Transactions Rebate Multiplier Table are confidential trade secret information.

EXHIBIT A-1

I. GENERAL PRODUCT FEES AND CHARGES

General Fees	
Annual Card Fee	Waived
Logo Fee:	Fee Waived
Unique Custom Design Fee	As quoted
Return Payment Fee	Waived
International Transaction Fee	1.5% of USD amount*
Expedited Card Delivery Fee	➤ U.S. Mail/Bulk Mail (Default)=No Fee ➤ Overnight=\$35.00
Overlimit Fee	Waived
Corporate Billed Fees	
Late Fee (assessed 3 days after cycle date when account is past due) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances)	Pursuant to Section 218.70-218.80, Florida Statutes
Cash Advance Fee	2.5% of transaction amt (\$5 min/no max)
Individual Billed Fees	
Late Fee (assessed 3 days after due date when account is past due)	Pursuant to Section 218.70-218.80, Florida Statutes
Cash Advance Fee	2.5% of transaction amt (\$5 min/no max)

If you make a transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 2% fee to the U.S. dollar amount of any transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

II. ELECTRONIC PRODUCTS SCHEDULE OF FEES AND CHARGES

Reporting and Data	
Works	Fee Waived
Payment Center	Fee Waived
Data File Feeds To Customers / Third Parties:	
• Statement Billing File • EDI 811 • Visa Commercial Format (VCF) • MC Commercial Data Format (CDF) • 1099 & Socioeconomic Reporting	Fee Waived
Visa Intellilink - OPTIONAL	\$4,166

END OF SCHEDULES I AND II

III. US SCHEDULE OF REBATES

(Cycle and Grace Days)

REBATE DEFINITIONS

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

“Calculation Period” means the twelve (12) month period commencing on the first day of the month after Bank receives a fully executed original of the Agreement and thereafter, each subsequent twelve (12) month period.

“Credit Losses” means any balances which remain unpaid by Other Eligible User, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

“Cycle Days” means the number of days from the start of the billing period to the Billing Statement date.

“Grace Days” means the number of days after the Billing Statement closing date within which payment is due.

“Large Ticket Interchange (LTI) Transactions” means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

“Rebate Multiplier” means the multiplier corresponding to the Standard Transactions volume, Cycle Days and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table below.

“Standard Transactions” means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

“Total Credit Losses” means, for any Calculation Period, the sum of (i) Bank’s Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank’s Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

“Transaction Volume” means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REBATE CONDITIONS

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Other Eligible User and Participant pay Bank the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Other Eligible User and Participant complied with terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
- iv. The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.
- v. The four conditions above, together being the “Rebate Conditions”.

EXHIBIT A-1

Please Note: Section III under “Rebate Calculation and Payment:” the equation formula, the Standard Transactions Rebate Multiplier Table and the Large Ticket / Partner Program Transactions Rebate Multiplier Table are confidential trade secret information.

REBATE CALCULATION AND PAYMENT

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank will pay a rebate to Other Eligible User, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and using the following equation:

$$((\text{Transaction Volume for Standard Transactions} \times \text{Standard Transactions Rebate Multiplier}) + (\text{Transaction Volume for Large Ticket} + \text{Transaction Volume for Partner Programs}) \times \text{Large Ticket and Partner Program Rebate Multiplier}) - \text{Total Credit Losses}$$

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume.

Payment of any rebate will be made by ACH credit or other means determined by Bank, within ninety (90) days following the end of the Calculation Period.

Should one or more of the above Rebate Conditions not be met, Bank will be under no obligation to pay any rebate, although Bank may, in its sole discretion, determine to pay a rebate in an amount determined by Bank. Bank’s payment of a rebate in such circumstance will in no way obligate Bank to pay a rebate with respect to any subsequent Calculation Period.

Florida Other Eligible User (OEU)	Cycle days	7	14	14	30	30	30	30	30
Annual US Volume Tiers	Grace days	3	3	7	3	7	14	20	25
Excludes Large Ticket and Partner Program Transactions		REBATE BASIS POINTS							
0	\$999,999	0	0	0	0	0	0	0	0
\$1,000,000	\$2,499,999	125	123	120	117	115	110	106	102
\$2,500,000	\$3,499,999	160	158	155	152	150	145	141	137
\$3,500,000	\$6,999,999	167	165	162	159	157	152	148	144
\$7,000,000	\$9,999,999	170	168	165	162	160	155	151	147
\$10,000,000	\$14,999,999	181	179	176	173	171	166	162	158
\$15,000,000	\$19,999,999	187	185	182	179	177	172	168	164
\$20,000,000	\$24,999,999	195	193	190	187	185	180	176	172
\$25,000,000	\$29,999,999	202	200	197	194	192	187	183	179
\$30,000,000	\$34,999,999	203	201	198	195	193	188	184	180
\$35,000,000	\$39,999,999	204	202	199	196	194	189	185	181
\$40,000,000	\$44,999,999	205	203	200	197	195	190	186	182
\$45,000,000	\$49,999,999	206	204	201	198	196	191	187	183
\$50,000,000	\$59,999,999	207	205	202	199	197	192	188	184
\$60,000,000	\$84,999,999	208	206	203	200	198	193	189	185
\$85,000,000	\$99,999,999	209	207	204	201	199	194	190	186
\$100,000,000	+	210	208	205	202	200	195	191	187
Large Ticket/Partner Program	Cycle Days	7	14	14	30	30	30	30	30
Transaction Volume	Grace Days	3	3	7	3	7	14	20	25
		REBATE BASIS POINTS							
\$0	+	55	55	55	55	55	55	55	55

EXHIBIT A-1

Nothing in these schedules are intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedules applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and rebates are subject to change upon 60 days' prior written notice to you if, in connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition

END OF US SCHEDULE III

IV. ACKNOWLEDGEMENT

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank representative.

OTHER ELIGIBLE USER

Bank of America, N.A

[OTHER ELIGIBLE USER NAME]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Date: _____

Effective Date: October 1, 2019



CITY COUNCIL AGENDA MEMORANDUM

SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT:

Ordinance 2019-11 AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA IMPLEMENTING SECTION 3.05 (4) OF THE *CITY OF DAYTONA BEACH SHORES CITY CHARTER* RELATING DUTIES OF THE CITY MANAGER AND THE ADOPTION OF CITY BUDGETS BY ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

SYNOPSIS:

This item is required under the City Charter and is an implementation ordinance specifying how the budget is to be adopted and administered.

FISCAL IMPACT STATEMENT:

This ordinance has no fiscal impact.

BACKGROUND:

The proposed ordinance is one of a series of actions that are needed to implement the provisions of the *City Charter*, make the *City Code* and actions consistent with the *City Charter*, etc. Many of these items have been articulated in documents provided to the City Council.

LEGAL REVIEW:

Section 3.05. of the *City Charter* relates to the powers and duties of the City Manager and Subsection (4) requires the City Manager to "lan and prepare the budget annually for action by the City Council and submit to the Council a budget message and capital program in a format to be prescribed by ordinance and to be responsible for the administration of the budget once it is officially adopted." No ordinance has yet been enacted to implement that provision.

In terms of budget implementation, Section 7.08 of the *City Charter* relates to bids, contracts and expenditures. The ordinance provides that the City Manager may transfer budgetary funds on an inter-departmental basis and may award procurements that are budgeted and which have been attained through competitive processes such as State contracts or “piggybacked” or cooperative procurement contracts consistent with the spending authority currently in place (\$25,000.00) as there has been no purchasing policy adopted by the City to date..

Also, the ordinance authorizes the Finance Director to transfer budgetary funds on an intra-departmental basis may award procurements, as delegated by the City Manager, that are budgeted and which have been attained through competitive processes such as State contracts or “piggybacked” or cooperative procurement contracts.

All actions must be taken in a manner which respect the budgetary decisions of the City Council in terms of the mandated use of funds for specific projects and activities and procurement awards in excess of the City Manager's authority must be brought forward to the City Council for approval and award of an appropriate contract to a vendor.

RECOMMENDATION:

City staff recommends enactment of Ordinance Number 2019-11 on second reading.

SUGGESTED MOTION:

"I move to enact Ordinance Number 2019-11 on second reading."

ATTACHMENT: 1. Budget Ordinance Implementation

ORDINANCE 2019-11

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA IMPLEMENTING SECTION 3.05 (4) OF THE *CITY OF DAYTONA BEACH SHORES CITY CHARTER* RELATING DUTIES OF THE CITY MANAGER AND THE ADOPTION OF CITY BUDGETS BY ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.05 (4) of the *City of Daytona Beach Shores City Charter* relates to the powers and duties of City Manager and provides that:

The City Manager shall have the power and shall be required to:

(1) – (3)

(4) Plan and prepare the budget annually for action by the City Council and submit to the Council a budget message and capital program in a format to be prescribed by ordinance; and to be responsible for the administration of the budget once it is officially adopted.

(5) – (9)

which provision the City Attorney has recommended revising; and

WHEREAS, controlling State law requires the annual budget to be adopted by means of using certain required processes and procedures; and

WHEREAS, the said proposed annual budgets are reviewed by the City Council at public hearings as required by controlling State law and are otherwise reviewed, evaluated and considered by the City Council; and

WHEREAS, the City Council desires to enact the Ordinance required by Section 3.05 (4) of the *City Charter*; and

WHEREAS, the City Council will continue to adopt an annual operating budget for each fiscal year beginning specifying certain projected revenues and expenditures for the operations of Daytona Beach Shores municipal government; and

WHEREAS, the City's budget presumes that each City department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

WHEREAS, from time-to-time circumstances and events may require that the original City budget may need revision; and

WHEREAS, the City Council, in its judgment and discretion, has the authority in the future to adjust the budget, in accordance with the procedural requirements of controlling State law, to more closely coincide with actual and expected events; and

WHEREAS, the City Council has the continuing and overriding responsibility to take all necessary steps and actions to ensure that sound economic, financial and fiscal management policies are implemented and maintained in the City for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City staff is tasked with providing diligent assistance and guidance to develop, implement and maintain the economic, financial and fiscal management policies of the City Council for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City Council is vested with the budgetary authority and control relating to City of Daytona Beach Shores Government operations, the provision of adequate levels of service with regard to essential public services and facilities and the maintenance of public benefits provided and the protection of the public health, safety and welfare by City Government to the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City Council is responsible for the determination as to the appropriate staff levels within City Government and the establishment and budgeting of the staffing levels and positions assigned to each particular department, office and function of City Government and for the funding, creation, abolishment, and other economic, fiscal and financial decisions relating to the staffing of City Government; and

WHEREAS, it is the desire and goal of the City Council for City Government to function as an efficient governmental organization; and

WHEREAS, the City maintains an alignment and organization of the City's departments, offices and functions to ensure that they are sound and consistent with highly productive public administration practices, procedures and systems; and

WHEREAS, the City Council has concluded that the actions taken herein will provide positive economic and budgetary benefits to the City and the City Council has concluded that the results of such actions will benefit the citizens of the City of Daytona Beach Shores, and

WHEREAS, it is the goal and desire of the City Council to provide a continuing level of service expected by the citizens of the City of Daytona Beach Shores with regard to the provision of essential and beneficial levels of service and the provision of adequate public facilities to serve the needs of the citizens; and

WHEREAS, the City Council hereby finds and concludes that the level of service and the system of public facilities provided to the citizens of the City of Daytona Beach Shores will be positively and favorably impacted as a result of the City Council taking the necessary economic, fiscal, financial, and budgetary actions as set forth in this Ordinance in accordance with controlling State law; and

WHEREAS, the City Council of the City of Daytona Beach Shores hereby finds and concludes that the actions taken herein are consistent with sound and generally accepted public management and finance principles and controlling applicable law and serve an important public purpose.

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance, as the legislative findings and intent of this Ordinance, the recitals (whereas clauses) to this Ordinance, the City staff report and City Council agenda memorandum relating this Ordinance.

(b). This Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; and other applicable controlling law.

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

(d). To the extent necessary, this Ordinance shall be deemed to be corrective and remedial in nature.

SECTION TWO: ANNUAL CITY BUDGET.

(a). The annual City budget shall be developed and adopted in accordance with the requirements of controlling Florida law.

(b). Amendments to the annual budget shall be developed and adopted in accordance with the requirements of controlling Florida law.

(c.) The City Manager may transfer budgetary funds on an inter-departmental basis to accommodate the needs of the City to address the efficient management of the City and may award procurements that are budgeted and which have been attained through competitive processes such as State contracts or “piggybacked” or cooperative procurement contracts.

(d). The Finance Director may transfer budgetary funds on an intra-departmental basis to accommodate the needs of the City to address the efficient management of the City and may award procurements, as delegated by the City Manager, that are budgeted and which have been attained through competitive processes such as State contracts or “piggybacked” or cooperative procurement contracts.

(e). All actions shall be taken in a manner which respect the budgetary decisions of the City Council in terms of the mandated use of funds for specific projects and activities.

(f) Any expenditures exceeding the City Manager’s spending authority, which has not been approved by the budgetary decisions of the City Council, which spending authority has been established by City practice in the

amount of \$25,000.00, shall be brought forward to the City Council for approval of the expenditure by means of awarding an appropriate contract to a vendor.¹

SECTION THREE: IMPLEMENTING ADMINISTRATIVE ACTIONS.

Without in any way limiting the provisions of this Ordinance, the City Manager, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into effect the purposes and provisions of this Ordinance as such Charter officials may deem appropriate in their respective roles and functions under the *City*.

SECTION FOUR: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the code enforcement and nuisance abatement actions of the City of Daytona Beach Shores and any and all actions of the City of Daytona Beach Shores pertaining thereto, as well as any and all related matters and processes and procedures of the City of an associated nature, are hereby ratified and affirmed.

SECTION FIVE: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions of Sections One through Seven of this Ordinance shall be codified while the remaining Sections shall not be codified; provided, however, that the Code codifier shall take all actions necessary to implement the codification of the provisions of this Ordinance.

¹ Sec. 7.08. - Bids, contracts and expenditures.

Upon approval of the City Council, the following expenditures may be made without competitive bidding;

- (a) All expenditures, including expenditures for real or personal property acquisition, not exceeding twenty-five thousand dollars (\$25,000.00);
- (b) Expenditures for salaries and contracted, professional or personal services;
- (c) Expenditures for work done in the operation of any City department;
- (d) Expenditures for parts, supplies and materials necessary to make emergency repairs, to protect property or preserve the peace in the event of an emergency such as a storm, riot or conflagration.

All other expenditures shall be authorized and directed by the City Council only upon contract to the lowest responsible responsive bidder, and after publication in a newspaper of general circulation one time of a notice calling for such bids, said publication to be not less than ten (10) days before the date of receiving such bids. The council shall reserve the right to reject any and all bids submitted pursuant to this section.

All municipal general obligation debt issues shall require the approval of the voters in the form of a referendum held for that purpose, except refunding bond issues that generate an overall savings to the City.

(b). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 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 take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

LONNIE GROOT, CITY ATTORNEY

Passed on first reading this __ day of _____, 2019.



CITY COUNCIL AGENDA MEMORANDUM

SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Lonnie Groot

PREPARED BY: Kurt Swartzlander, Finance Director

SUBJECT: Award of RFP and approval of staff authority to enter into formal negotiations of a development agreement regarding City-owned real property located at 2900 South Atlantic Avenue.

SYNOPSIS:

The City Council directed staff to issue an RFP for the sale and development of the City-owned 2900 South Atlantic Avenue real property. The City received one response to the RFP from Florida Lifestyle Homes & Land Inc. (FLH&L). The City Council's Economic Development Liaison, Council Member Rick Frizalone, and City staff have held preliminary discussions with FLH&L to vet the response vis-a-vis the requirements of the RFP and has found that the requirements have been met. The City Council to proceed with the formal creation of a development agreement. The purchase price of \$801,000.00 for the property is part of FLH&L's response to the RFP.

FISCAL IMPACT STATEMENT:

Once complete the fiscal impact of the project will be discussed in detail in a future agenda item seeking City Council approval of the development agreement. In any event, the sale of the property would help in funding the City's economic development programs and the development of the property would enhance the ad valorem tax base of the City.

BACKGROUND:

The City Council, as part of a broad and progressive economic development program, has determined to market the City-owned real property located at 2900 South Atlantic Avenue. The sale of the property will assist the City in two fundamentally important ways. First, the sale of the property will help fund the City's economic development program in a significant manner. Second, the development of the property, in a controlled and constrained manner which addresses community concerns, will enhance the ad valorem tax base of the City.

A development agreement limiting the development entitlements to the property to town homes of a reasonable height and a reasonable density with quality standards imposed will be the result of the negotiations that are sought to be authorized by means of the award of the RFP to Florida Lifestyle Homes & Land Inc. (FLH&L). This action will address neighborhood concerns while advancing the general interests of the City in a significant manner.

Preliminary discussions with have resulted in a very favorable and positive relationship being developed with Florida Lifestyle Homes & Land Inc.

LEGAL REVIEW:

The City Attorney supports the award of the RFP to Florida Lifestyle Homes & Land Inc.(FLH&L) based upon the criteria established in the RFP and the response of FLH&L as well as the subsequent vetting of the matter post receipt of the RFP. The sole corporate officer of FLH&L is Mr. Patrick E. Sullivan.

RECOMMENDATION:

It is recommended that the City Council award the RFP to Florida Lifestyle Homes & Land and authorize the negotiation of a development agreement to be presented for approval by the City Council.

SUGGESTED MOTION:

"I move to award the subject RFP to Florida Lifestyle Homes & Land Inc. and authorize the negotiation of a development agreement to be presented for approval by the City Council."

ATTACHMENT: 1. 2900 rfp packet

Florida Lifestyle Homes and Land,

PO Box 227, Daytona Beach, FL 32115
(386) 233-5900 Phone (386) 304-7709 Fax
psullpsull@yahoo.com

City of Daytona Beach Shores

Attn: All concerned

Re: RFP 2900 S Atlantic Ave

To all concerned,

My name is Patrick Sullivan and I am a principal in Florida Lifestyle Homes and Land Inc. Please note that I have attended several workshops regarding this and other vacant properties within the city limits. I have previously turned in a letter of intent to buy this property to build a 100 unit apartment building with underground parking. While I understand that this RFP is asking for "townhomes" I am also including a letter of intent identical to the one submitted on June 24th for 100 units as that gets the city the full appraised value of \$1,100,000. I understand the city does not want apartments however in my mind is "highest and best use" so I will submit again for consideration.

In addition, I have taken it upon myself to do the additional work including a preliminary site to scale for 20-24 townhomes. We were making assumptions as to what the setbacks would be, parking requirements, drainage, density, traffic, etc. If you look at my attachments the highest and best use may only be 20 townhome units. We believe that 20 townhomes fit without asking for any extraordinary relief on drive isle, setbacks, density, etc. In other words this would be "straight zoning". If we were to ask for a variance on parking, setbacks, drive aisle, etc, we may be able to get as many as 24 townhome units on the property and have issued you a Letter of Intent for 24. While the goal is to have units with two car garages,

and with aesthetics that meet the surrounding properties in the area, the increase in density from 20 to 24 may leave some units with only a one car garage.

The site plan that is submitted is preliminary and it was done by Joe Hopkins of the Performance Group who had previously worked on the SeaTown mixed-use shops and villas on the same site back in 2005. I chose Joe because he has worked with me on several projects in the past, and had the base data already saved in autocad. To be responsive to request for proposal I will item by item using your numbered paragraphs in your RFP.

In response to paragraph one: you ask for a written commitment of the proposed use. In response to paragraph one please find my enclosed letter of intent for 24 Townhomes.

In response to paragraph two: It is our intent to build a townhouse community of 20-24 townhomes and the townhomes would be two-story. The first floor will be concrete block and construction, the second floor would be engineered wood including zip system sheathing, and hardiplank siding, with a metal roof. The architectural style would be "seaside vernacular" essentially a "Key West" style similar to townhomes that were built in "Harbor Village" in Ponce Inlet. Enclosed with this response is a site plan and samples of color architectural renderings of similar properties built elsewhere in Florida. I want to do the "blue" one but included a 3 story building and a building with a mix of 1 and 2 car garages.

In response to paragraph three: A written description of development timelines. As I expressed to city staff, whom I have already met at the workshop, we will proceed as soon as possible/practical to take advantage of the current real estate climate. We will pursue site plan approval knowing that we may have to meet with the planning board and city several times. Upon site plan approval will pursue a building permit to construct the entire complex at once. In other words, there would be no "phases" and the entire complex will be built at once. We anticipate a construction time of 9 months from receipt of building permit to CO. Please note that from approval for the RFP, to contract, to approval of site plan, is a timeline I

can not promise because we are dependent on city staff and departments reviewing our submittals quickly. I can however express that we have no intentions of missing any submittal deadline given to us by the city.

For any development agreement issues we would ask for one year from the receipt of a building permit, with two provisions for a 4 month extension in the event we are delayed by weather or some other unforeseen circumstance. Also note that the city has underground utilities traversing the middle of the lot that would have to be moved at city expense, that may require additional permitting and timeline on the city.

In response to paragraph Four: Florida Lifestyle Homes and Land, Inc., was formed solely to perform projects such as this. My name is Patrick Sullivan I am the Principal and President, other investors would include Bill Humbert of Humbert Homes who is an acting general contractor, and a financial investor. I have personally built over 100 homes and was a resident of Daytona Beach Shores for 17 years residing at 2638 S Peninsula Drive. Bill Humbert is a general contractor who has built over 400 homes in Volusia and Flagler County including shopping centers in Palm Coast and one at the intersection of US1/Ridgewood and Wilder. Coincidentally, the parcel purchased on US1 and Wilder was also owned at one time by the Bellmead Corporation, and I brokered to build for that plaza. I myself have contracted with other contractors to build shopping plazas at Nova and Madeline, Granada Blvd, and I presently own 31,000 sq ft at 1757 N Nova known as Lumber liquidators plaza, previously owned the Blockbuster plaza, brought Little Caesars to town doing several locations, Dollar General, Family Dollar, etc.

In response to paragraph five: please find our corporate status is active and is available on Sunbiz.org.

In response to paragraph six: a written description of past development projects I respond to that in paragraph four and have an attached list of homes. Please note that I have built most of the largest homes in the LPGA development and you can

certainly drive by prior home in the Shores at 2638 S Peninsula, which was one of the largest homes constructed in Daytona Beach Shores.

In response to paragraph seven: as far as the team you have myself, Patrick Sullivan as Principal, Bill Humbert as Principal and General Contractor, we intend on using the Performance Group, Joe Hopkins, for civil/site/stormwater, we intend on using Larry Robinson as architect for buildings; also note that Larry Robinson's name is engraved on a plaque in the elevator at city hall and he did many of the high rise buildings for Bellmead and the townhomes immediately adjacent to the project. Marketing will be by Expert Realty Group, Inc., of which I am a licensed real estate Broker and have done over 3300 transactions in the local area in my career. For Operation and Management I assume you are referring to the townhouse formation documents which will be done by local attorney Mike Pyle. We would select a homeowners association management company by also doing an RFP on our end, in the past I have worked with Atlantic and would look at May Management. Atlantic Association management worked with me on a townhome conversion I did at 1610 Palmetto Road. This was an existing building we converted to townhomes, coincidentally also 24 units, and after the conversion we sold out in 8 months.

In response to paragraph eight: financial capacity of the respondent: Presently we are able to close on the property cash, and fund the entire project in cash. We are willing to provide proof of funds prior to a formal contract, however, due to the nature of the construction, and liability of construction, we would most probably get a construction loan from a local bank. I have a good relationship with Seacoast and have previously borrowed from Intracoastal as well. Should we be invited in for further due diligence I would be happy to provide 3 years of tax returns in confidentiality, and Bill will probably provide them as well. Please note prior to being a general contractor some 25 years ago Bill was an accountant with General Electric where the speedway has their headquarters presently.

The proposed purchase price is attached in my letter of intent and is based on 24 units. The site plan we have comfortably shows 20 units being on the property. In order to get from 20 to 24 we would have to get relief on setbacks or drive aisle width or length, or perhaps have buildings with bigger footprints. I am not sure if city wants top dollar or they want a smaller, quality, project for the site. 24 units is the most that I think will fit and seeing that density is an issue, my offer is based on 24 units. Bill Humbert's most recent development was Hammock Lake Estates a 45 lot residential subdivision in South Daytona. In this case he purchased the land, installed all the roads, curbs, gutter, retention pond, perimeter wall, and built many of the houses. I can certainly send sample photos upon request.

In response to paragraph nine: See the enclosed LOI

It is my hope you will work with my team and I and I have been a resident for 17 year (until selling in June) Bill Humbert has built over 400 homes and we both will give you what I call "velocity." There with be something happening every single day until it is sold out.

Should this reply generate questions I am available at 386-233-5900 or psullpsull@yahoo.com

Thank You for your consideration.

Patrick Sullivan

August 26, 2019

City of Daytona Beach Shores
Attention: Michael Booker, City Manager
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Re: Proposed purchase of vacant parcel on Atlantic Avenue (Parcel I.D. # 532706040020) for mixed use development (the "Property")

Dear Mr. Booker:

On behalf of Florida Lifestyle Homes & Land Inc. ("Buyer") and/or Assigns, this Letter of Intent ("LOI") sets forth the principal terms and conditions of the proposed purchase of the above referenced Property.

Except with respect to the provisions of Section 2 hereof, the execution of this LOI shall not impose upon any of the Parties hereto any obligations in connection with the proposed purchase unless and until the Parties hereto enter into a definitive written contract relating thereto (the "Definitive Agreement"), the basic business terms to be included therein being set forth in this LOI.

Definitive Agreement. As soon as reasonably practicable and prior to the start of the Due Diligence period the Parties will negotiate in good faith the terms and conditions and other relevant provisions to be included in the Definitive Agreement, which shall reflect more specifically the Parties' understandings with respect to the purchase of the Property. The Parties agree that they will use their best efforts to complete and execute the Definitive Agreement. If for any reason whatsoever the Definitive Agreement is not executed by 5PM EST on October 30, 2019 this LOI will automatically terminate, unless the Parties decide by mutual written agreement to extend the Execution Date.

Disclosures: Confidentiality. The Parties shall maintain confidentiality and shall not disclose to any person or entity (other than their attorneys, accountants and agents, who shall be under a similar duty of confidentiality) any information relating to this LOI, or in any other manner relating to the Property or the proposed Purchase, except as necessary to consummate the Purchase, and except as required by Florida's sunshine law. None of the Parties hereto will, without the prior consent of the other parties, issue any public announcement and/or press release concerning this LOI or the Purchase. However, the Parties may respond to questions in this regard from their employees (if any), officers, directors, shareholders, creditors, regulators and elected officials.

Property. The Buyer agrees to purchase and the Seller agrees to sell the Property conditioned upon the Buyer obtaining zoning and site plan approval for a townhome development containing 20-24 residential units.

Purchase Price. The proposed purchase price of the Property shall be \$931,000 if Buyer is able to obtain zoning for 24 residential units on the Property. The Purchase Price shall be reduced by \$38,790 for each residential unit below 24 residential units. Final price to be determined when the City agrees to the maximum allowable density under the Development Agreement.

Deposit. A refundable deposit in the amount of \$50,000.00 will be delivered to Escrow Agent at the execution of the Definitive Agreement, subject to the escrow terms specified therein.

Due Diligence. The Definitive Agreement shall grant Buyer 90 days from the execution of the Definitive Agreement to conduct its due diligence for the Property. If Buyer, in its sole and absolute discretion is not satisfied with the property or the result of any such reports, studies or investigations, the Definitive Agreement shall permit Buyer to terminate the transaction by notice given no later than the expiration of the Due Diligence period and receive a full refund of the deposit. Buyer may extend the Due Diligence period for an additional 90 days to complete the re-zoning and/or site plan approval for the Property by placing an additional \$50,000 deposit with Escrow Agent.

Permitting. Buyers shall proceed as expediently as possible to design and permit the contemplated project. The City staff will cooperate with Buyer as needed so as to not cause any undue delay. Should the financial incentives contemplated by the City's Economic Development Group be approved, Buyer shall have any benefit offered.

Closing Date. Closing shall occur no more than 15 days from the receipt of all final approvals for Buyer's intended, Zoning, Use, and Building Permits, including any County, State, or Federal Permits.

Closing Costs. Seller to pay title; seller to pay transfer costs and doc stamps. Other expenses will be prorated as typical for a transaction of this type and size.

Representation, Warranties & Indemnities. The Definitive Agreement shall contain typical and customary representations, warranties and indemnities for a transaction of this type and size.

Expenses. Except as may otherwise be expressly provided in the Definitive Agreement, each party shall bear its own legal, accounting and other expenses in connection with the Purchase Agreement.

Commissions. Seller represents that there is no commission due or payable.

Governing Law. This LOI shall be governed by, and shall be construed in accordance with the laws of the State of Florida, United States of America, without giving effect to the conflict of laws of such state. Venue for any proceeding arising out of this LOI or the Definitive Contract shall be in Volusia County.

ACCEPTED AND AGREED TO

THIS _____, 2019

Buyer: Florida Lifestyle Homes & Land Inc.
and/or Assigns

By:

Patrick Sullivan
Title: President

ACCEPTED AND AGREED TO

Seller: City of Daytona Beach Shores

By: _____

By: _____

Print Name: _____

Title: _____

Detail by Entity Name

Florida Profit Corporation
 FLORIDA LIFESTYLE HOMES AND LAND, INC.

Filing Information

Document Number P17000097713
 FEI/EIN Number 82-3662467
 Date Filed 12/11/2017
 State FL
 Status ACTIVE

Principal Address

1757 N NOVA RD
 #108R
 HOLLY HILL, FL 32117

Changed: 02/13/2019

Mailing Address

PO BOX 227
 DAYTONA BEACH, FL 32115

Registered Agent Name & Address

SULLIVAN, PATRICK E
 1757 N NOVA RD
 #108R
 HOLLY HILL, FL 32117

Address Changed: 02/13/2019

Officer/Director Detail**Name & Address**

Title PTS

SULLIVAN, PATRICK E
 PO BOX 227
 DAYTONA BEACH, FL 32115

Annual Reports

Report Year	Filed Date
2018	07/16/2018
2019	02/13/2019

Document Images

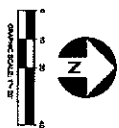
02/13/2019 -- ANNUAL REPORT	View image in PDF format
07/16/2018 -- ANNUAL REPORT	View image in PDF format
12/11/2017 -- Domestic Profit	View image in PDF format

Property Location	Price
2638 South Peninsula	\$1,700,000
5 Acclaim at Lionspaw	\$299,000
1 Acclaim at Lionspaw	\$220,700
4 Captiva at Lionspaw	\$349,000
13 Acclaim at Lionspaw	\$325,000
3 Acclaim at Lionspaw	\$300,000
9 Acclaim at Lionspaw	\$325,000
33 Acclaim at Lionspaw	\$246,000
11 Acclaim at Lionspaw	\$299,000
28 Canterbury Woods	\$299,000
7 Forest View Way	\$495,000
282 Pine Street	\$163,000
274 Pine Street	\$163,000
1309 Harms Way	\$175,000
1273 Harms Way	\$185,000
314 N Grandview	\$197,100
1913 Duval Place	\$130,100
34 Canterbury Woods	\$260,000
1107 Southland	\$152,500
464 Bridget Street	\$111,000
39 Canterbury Woods	\$245,000
1105 Southland	\$155,000
293 Millview	\$159,900
41 Canterbury Woods	\$225,000
7 Prairieview	\$165,000
401 Mobile	\$165,000
505 Cherrywood	\$169,900
20 Greenvale	\$165,000
25 Canterbury Woods	\$290,000
1109 Southland Court	\$140,000
43 Sea Island Circle	\$235,130
3 Prairieview	\$195,000
17 Ormond Green	\$163,000
27 Meadow Ridge	\$161,000
173 Gull Drive	\$194,800
16 Greenvale	\$145,910
468 Hammock	\$137,000
464 Hammock	\$136,000
460 Hammock	\$144,400
104 Killdeer Ct	\$192,900
108 Ibis	\$120,000
7 Crescent Lake	\$292,000
218 Carib	\$120,000
483 Hammock	\$134,000
20 Promenade	\$790,000

22 Promenade	\$630,000
26 Promenade	\$725,000
27 Promenade	\$750,000
28 Promenade	\$590,000
175 Ekana	\$495,000
183 Ekana	\$550,000
187 Ekana	\$460,000
191 Ekana	\$491,500
108 Herring Gull	\$319,000
2458 N. Oceanshore Bl	\$1,350,000
4717 Montrose	\$550,000
506 Frances Terrace	\$225,000
516 Frances Terrace	\$225,000
1191 Pine Street	\$199,000
4 Manderley	\$399,000
125 Sand Fiddler	\$289,000
921 Sea Duck	\$410,000
123 Ponce Terrace	\$550,000
6 Manderly	\$269,000
4709 Peninsula	\$550,000
23 Promenade	\$495,000
2130 Spruce Creek Cir	\$600,000
86 Buschman	\$549,000
7 Arika	\$300,000
122 Heron Dunes	\$625,000
4753 Riverglen Blvd	\$525,000
74 Aurora Avenue	\$550,000
1907 Frank Place	\$220,000
99 Toronita Avenue	\$180,000
3360 Country Manor	\$399,000
3364 County Manor	\$399,000
3368 Country Manor	\$399,000
3372 Country Manor	\$399,000
3376 Country Manor	\$399,000
53 Westland Run	\$422,000
55 Westland Run	\$330,000
57 Westland Run	\$330,000
59 Westland Run	\$325,000
61 Westland Run	\$325,000
63 Westland Run	\$325,000
65 Westland Run	\$325,000
67 Westland Run	\$325,000
69 Westland Run	\$325,000
71 Westland Run	\$325,000
305 Mobile	\$250,000
1640 Montgomery	\$220,000
117 Sea Duck	\$269,000

1164 Wall Ave	\$310,000
75 Westland	\$345,000
77 Westland	\$345,000
79 Westland	\$345,000
80 Westland	\$360,000
78 Westland	\$360,000
	\$35,105,630

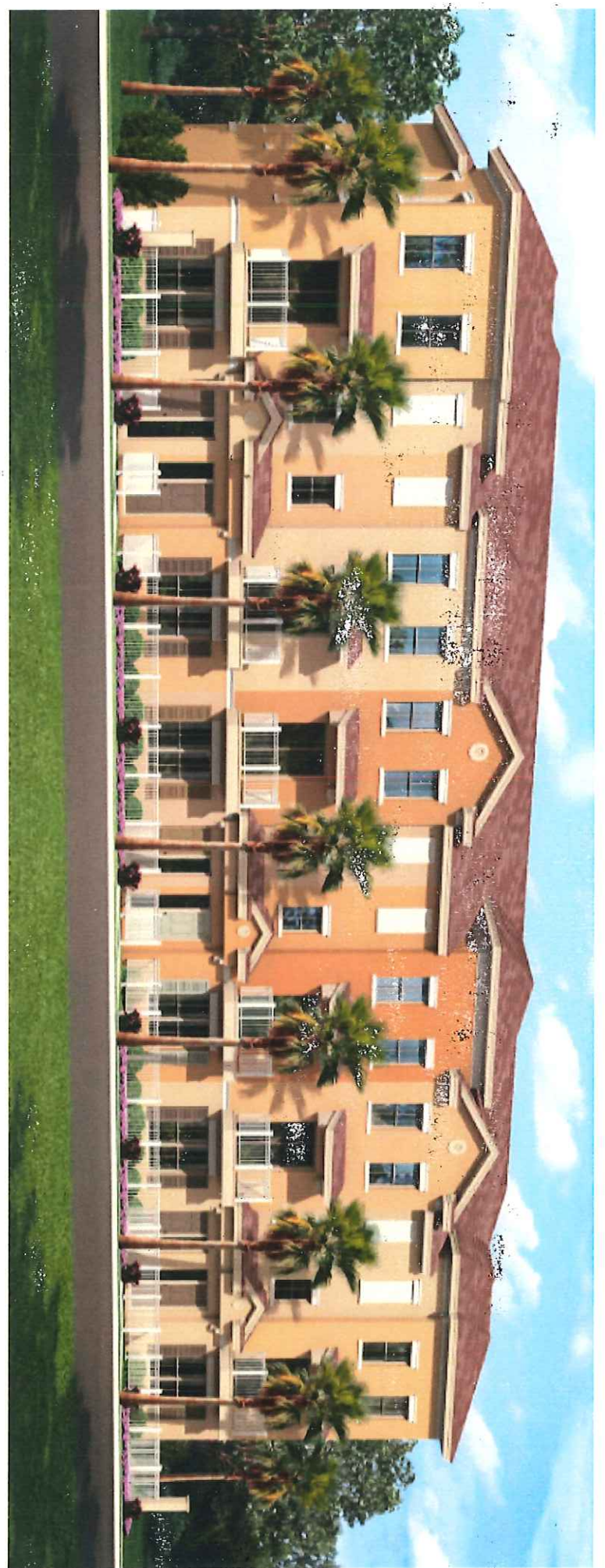
DAYTONA BEACH SHORES, FLORIDA



THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. POMERAI, P.E., NO. 68069
LICENSED BUSINESS CERTIFICATION NO. 2175
108 MARINA POINT DR., DAYTONA BEACH, FL 32114







City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA PLANNING & ZONING BOARD MEETING SEPTEMBER 24, 2019 7:00 PM, Shores Community Center, 3000 Bellemead Drive Daytona Beach Shores, FL 32118

Notice is hereby given to all interested parties that if any person should decide to appeal any decision made at the aforementioned meeting of the P&Z Board, such person will need a recording of the proceedings conducted at such meeting, and for such purpose he or she may need to ensure that a verbatim record of the proceedings was made; such record to include testimony and evidence upon which any appeal shall be based. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the City Clerk, City of Daytona Beach Shores, at least five working days prior to the meeting.

PLANNING & ZONING BOARD AGENDA MEMORANDUM SEPTEMBER 24, 2019 AGENDA

TO: The Members of the Planning & Zoning Board

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2019-12: Shores 109, LLC Development Agreement; redevelopment of 109 Dunlawton Boulevard

SYNOPSIS:

Applicant/owner Shores 109, LLC is applying to enter into a development agreement with the City to allow the use and redevelopment of the commercial property located at 109 Dunlawton Boulevard in a manner that is beneficial to the City's Dunlawton gateway. The subject property was last occupied by a business in 2004. If approved, the development agreement will: (a) create seven (7) benefits to the public, including, but not limited to, sewer and public access easements; (b) permit five (5) deviations from the City's Land Development Code; (c) permit the applicant to utilize that portion of the public alley that is adjacent to Dunlawton Boulevard as part of the site's redevelopment; and (d) provide payment to the developer for sewer and public access easements. The subject development agreement was submitted on August 5, 2019. If adopted, Ordinance 2019-12 would approve the subject development agreement.

FISCAL IMPACT STATEMENT:

The attached agreement will cost the City \$57,500 for the purchase of two easements.

BACKGROUND:

OVERVIEW

In early 2018 Brendan and Shannon Galbreath, corporate members of Shores 109, LLC, approached City staff concerning the purchasing and redevelopment of the property located at 109 Dunlawton Boulevard. However, in July 2018 the property was acquired by a speculating entity which eventually flipped the property to applicant/owner Shores 109, LLC in May 2019. Prior to placing the property under contract, the Galbreaths initiated negotiations with City Staff to enter into a development agreement that would foster the redevelopment of the site, subject to City Council approval.

If approved, Ordinance 2019-12 would approve the subject development agreement application DA12019025, which is a proposed land use contract between the property owner and the City. The agreement would facilitate the redevelopment of the commercial property located at 109 Dunlawton Boulevard, which has been unoccupied by a business since 2004. Section Four (6) of the agreement outlines five (5) deviations from the Daytona Beach Shores Land Development Code (LDC) development standards while Section Four (4) lists seven (7) public benefits provided to the community at large. The City's contributions to the redevelopment of the site are listed in Section Four (b) of the agreement.

The public benefits being provided by the applicant/owner to the City include, among other things, (1) a sanitary sewer easement for the sewer pump station that is on the property and (2) a public cross access easement since the adjacent alley off Dunlawton Boulevard is inaccessible (NOTE: City residents with Seaway Avenue addresses are currently utilizing the property for vehicular access to the rear of their properties).

Among other things, the City contributions include use of the adjacent east alley for parking/landscaping and payment in the amount of \$57,500 for the two needed city easements noted above.

AUTHORIZATION OF DEVELOPMENT AGREEMENT

The City Council, in its sole and exclusive discretion, may enter into development agreements with the legal and equitable owners of real property within, or properties to be annexed to the City limits of the City of Daytona Beach Shores, as authorized in Sections 163.3220 through 163.3243, Florida Statutes, as it may be amended from time-to-time and Chapter 15 of the LDC. Deviations from the provisions of the City's land development regulations may be granted as part of an approval of a development agreement when the City Council finds that such approval will result in creative planning strategies and the implementation of development approvals that enhance benefits to the public while ensuring that private property rights are protected. The City Council may also determine that vested rights have been established as to a parcel of property in the context of approving a development agreement.

DEVELOPMENT AGREEMENT CONTENT REQUIREMENTS

All applicable standards required in the development agreement are included accordingly pursuant to Sec. 15-4 of the LDC entitled "Development Agreement Content."

DEVELOPMENT AGREEMENT NOTICE REQUIREMENTS

The development agreement shall be noticed pursuant to Sec. 15-6 "Noticing Requirements" of the LDC. Evidence of the aforementioned has been provided to the City Clerk.

CITIZEN CONCERNS AND RESPONSE

See attached.

PLANNING AND ZONING BOARD

On September 9, 2019 the Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of the proposed development agreement.

PLANNING ANALYSIS

See attached.

LEGAL REVIEW:

The City Attorney has reviewed the proposal and has no legal objection to the legality of the proposal.

RECOMMENDATION:

Staff recommends **approval** of Ordinance 2019-12 as presented.

SUGGESTED MOTION:

A City Council member may motion as follow:

1. "I move to approve Ordinance 2019-12 as presented;"

OR

2. "I move to approve Ordinance 2019-12 with the following conditions..."

OR

3. "I move to deny Ordinance 2019-12 on the basis of..."

- ATTACHMENT:**
1. Ordinance 2019-12-Shores 109 LLC DA Ordinance-LNG-9-1-19 (1)
 2. Shores 109 LLC Development Agreement 9-5-19-SC-LNG-9-11-19-SC-9-11-19-SC-9-18-19
 3. 109 Dunlawton Development Agreement Exhibits-CC
 4. 109 Dunlawton Development Agreement Exhibit C-Easement Plan
 5. DA12019025 PLANNING ANALYSIS-9-18-19
 6. Citizen Communique

ORDINANCE 2019-12

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF A DEVELOPMENT AGREEMENT PERTAINING TO PROPERTY OWNED BY SHORES 109, LLC IN ACCORDANCE WITH THE PROVISIONS OF THE “FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT” AS SET FORTH AT SECTIONS 163.3220 - 163.3243, *FLORIDA STATUTES*; ; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shores 109, LLC and the City of Daytona Beach Shores has considered and processed and the City Council of the City of Daytona Beach Shores hereby approves and enacts the Development Agreement, as set forth in the Exhibit to this Ordinance (which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim), all of said actions occurring pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*; and

WHEREAS, Brendan R. Galbreath and Shannon M. Galbreath are the members of Shores 109, LLC; and

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

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

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

(b). The findings of the provisions of the subject Development Agreement between the City of Daytona Beach Shores and Shores 109, LLC are hereby adopted, ratified and affirmed.

SECTION TWO: APPROVAL AND ENACTMENT OF DEVELOPMENT AGREEMENT.

The Development Agreement between the City of Daytona Beach Shores and Shores 109, LLC, as set forth in the Exhibit to this Ordinance is hereby approved and enacted. The said Exhibit attached to this Ordinance is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance

SECTION THREE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores relating to the regulation of lands and development activities within the City including, but not limited to, the property which is the subject of the Development Agreement between the City of Daytona Beach Shores and Shores 109, LLC, Inc. as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

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

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

SECTION FIVE: CONFLICTS.

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

SECTION SIX: SEVERABILITY.

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

SECTION SEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

LONNIE GROOT, CITY ATTORNEY

Passed on first reading this ___ day of _____, 2019.

Enacted on second reading this ___ day of _____, 2019.

DEVELOPER SIGNATURE BLOCK FOLLOWS:

PLENARY CONCURRENCE OF DEVELOPER

The undersigned developer concurs in each and every respect to the provisions of the subject amendment to the subject Development Agreement and the provisions of this Ordinance.

SHORES 109, LLC, a Florida limited liability company.

Brendan R. Galbreath
Date: _____, 2019

Shannon M. Galbreath
Date: _____, 2019

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

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

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2019.

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

This Instrument Prepared By:

Brendan Galbreath
Shores 109, LLC
4190 Halifax Drive
Port Orange, Florida 32127

Return To:

Ms. Cheri Schwab
City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Tax Parcel Identification Number: 533503070260

**SHORES 109 LLC/CITY OF DAYTONA BEACH SHORES
DEVELOPMENT AGREEMENT PERTAINING TO RE-DEVELOPMENT OF 109
DUNLAWTON AVENUE PROPERTY**

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between Shores 109, LLC, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 4190 Halifax Drive, Port Orange, Florida 32127, the legal and equitable owner, hereinafter referred to as the “PROPERTY OWNER”, and the City of Daytona Beach Shores, Florida, a municipal corporation of the State of Florida, holding tax exempt status, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as “CITY”.

W I T N E S S E T H:

WHEREAS, the PROPERTY OWNER is the owner of real property located at 109 Dunlawton Avenue in Daytona Beach Shores (Exhibit “A”) (referred to from time-to-time as the “premises” in this Development Agreement and which is the subject of the conceptual site plan referenced herein and attached as Exhibit “B” to this Development Agreement); and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in developing and re-developing an active and vibrant commercial business on the premises and to benefit the economy and well-being of the CITY as a general matter; and

WHEREAS, the CITY desires to provide economic and other benefits to the citizens and visitors of the CITY in order that they may enjoy a high quality of life with convenient services; and

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

WHEREAS, pursuant to the *Florida Local Government Development*

Agreement Act, as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*, local governments are authorized to adopt, by ordinance, procedures and requirements whereby a local government may consider and enter into a development agreement with any person having a legal or equitable interest in real property located within the local government's jurisdiction and the CITY enacted Ordinance 2013-10 (now codified at Chapter 15, Appendix "G", *Land Development Code, Code of Ordinances of the City of Daytona Beach Shores*) to implement the provisions of the referenced statutory provisions; and

WHEREAS, the CITY and the PROPERTY OWNER desire to engage in sound and long range planning with regard to the premises in a manner that protects the investment backed expectations and rights of the PROPERTY OWNER while providing for an array of benefits to the citizens of the CITY; and

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

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

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

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

WHEREAS, the enactment of development agreements by ordinance results in the enactment of the development agreement effectuating and memorializing the zoning and land use entitlements of the property which is the subject of each development agreement; and

WHEREAS, the enactment of development agreements does not offer relief from the CITY's *Land Development Code* and *Code of Ordinances* for items not specifically addressed in a development agreement; and

WHEREAS, the City staff must conclude and advise the City Council of the CITY that any proposed economic incentives are compliant with the ordinances that the City Council has enacted after due and required vetting and analysis; and

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

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

WHEREAS, the City Council of the CITY hereby finds and concludes that the provisions of this Development Agreement are consistent with the CITY's *Comprehensive Plan* and will result in the provision of enhanced economic development within the CITY and is consistent with the general purpose and intent of the land development regulations of the CITY and no amendments are required to the CITY's *Comprehensive Plan* or land development regulations in order to approve the development set forth in this Development Agreement; and

WHEREAS, the PROPERTY OWNER and the CITY have complied with all requirements and procedures of Florida law in processing and advertising this Development Agreement; and

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

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

SECTION 1. RECITALS/FINDINGS.

- (a). The recitals, set forth above, are true and correct and form a material

part of this Development Agreement upon which the parties have relied.

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

SECTION 2. PREMISES.

(a). The PROPERTY OWNER hereby designates, and the CITY hereby accepts, the following described tract of real property as the legal description for the premises for the purposes of this Development Agreement:

(LEGAL DESCRIPTION) – See attached Exhibit “A”.

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

SECTION 3. SITE PLAN FOR DEVELOPMENT.

The attached conceptual site plan for development of the premises (Exhibit “B”) is hereby approved by the terms and conditions of this Development Agreement.

SECTION 4. TERMS AND CONDITIONS RELATIVE TO THE PREMISES.

(a). In addition to all other covenants, obligations, duties and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises:

(1). The development uses, including off-street parking, driveways and landscaping, as set forth on the conceptual site plan approved in Section 3 and attached as Exhibit “B”.

(2). The development uses, including off-street parking, driveways and landscaping, as set forth on the conceptual site plan attached as Exhibit “B” and approved in Section 3 comply with criteria for development approved in this Development Agreement and the applicable provisions cited in the land development regulations of the CITY applicable to the development project on the premises.

(3). The public facilities that will service the development of the premises shall continue as the premises are currently served. All necessary public facilities shall be available concurrent with the impacts of the development.

(4). The public purposes and benefits that are derived and

provided by the development of the premises as set forth in this Development Agreement include the following:

(A). The PROPERTY OWNER shall grant a permanent utility and access easement to the CITY for that portion of the premises where the existing CITY sanitary sewer pump station currently sits for the benefit of the CITY and its citizens as depicted on Exhibit "C" attached and approved in Section 3.

(B). The PROPERTY OWNER shall grant a permanent cross access and a grant of easement to the CITY for the provision of public access to adjoining rights-of-way through the premises for the benefit of the CITY and its citizens as depicted on Exhibit "C" attached and approved in Section 3 above.

(C). The PROPERTY OWNER's plan of development provides a significant amount of additional green area for the benefit of the CITY and its citizens as depicted in Exhibit "D".

(D). The PROPERTY OWNER shall incorporate Commemorative Signage on the premises, at a location and of a type, style and nature set forth in the sign plan attached as Exhibit "E" to this Development Agreement, identifying the CITY and its established/incorporated date for the benefit of the CITY and its citizens. This portion of signage located on the premises shall not count towards the allowable square footage of signage allowed for the premises by *City Code*.

(E). The PROPERTY OWNER shall provide architectural enhancements to the building located on the premises for the benefit of the CITY and its citizens as depicted on Exhibit "E" attached and approved in Section 3.

(F). The development of the premises as set forth in this Development Agreement provides for an additional commercial opportunity for the benefit of CITY and its citizens by creating a new destination for dining and entertainment within the CITY, which will further enhance the economic and tourism development of the CITY.

(G). The development of the premises as set forth in this Development Agreement provides for and encourages the redevelopment and beautification of an abandoned, outmoded and unsightly commercial property at the CITY's Dunlawton Boulevard gateway for the benefit of the CITY and its citizens.

(H). All easements to be granted, and agreements to be entered, pursuant to this Section and the Development Agreement as a whole shall be in a form approved by the City Attorney.

(5). All development permits normatively needed to be approved for the development of the premises shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no *Comprehensive Plan* amendments or changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the premises nor any required submissions to or approvals from Volusia County; the State of Florida (departments of Economic Opportunity, Environmental Protection, Transportation, or such other department or agency of the State as may be applicable); the United States Army Corps of Engineers; the St. Johns River Water Management District; the United States Environmental Protection Agency or any other Federal departments or agencies with competent jurisdiction over any aspect of the approved development, but such requirements are not precluded by this Development Agreement and the parties recognize and agree that the CITY is adhering to the provisions of Section 166.033, *Florida Statutes*.

(6). The following deviations have been granted by the CITY with regard to the provisions of the CITY's land development regulations:

(A). The PROPERTY OWNER shall be permitted to have up to 40 dining seats in a 748-square feet outdoor dining patio area as depicted in Exhibit "B" and Exhibit "F".

(B). The PROPERTY OWNER shall be permitted to exceed the allowable square footage for signage by the exact amount of square feet of the Commemorative Signage on the premises.

(C). The PROPERTY OWNER shall not be required to provide landscape buffers on the site and terminal landscape island adjacent to vehicular use areas as depicted in Exhibit "B".

(D). The PROPERTY OWNER shall not be required to provide the minimum 15 feet wide and a turning radius of fifteen (15) feet in back up areas as depicted in Exhibit "B".

(E). The PROPERTY OWNER shall be permitted to have a front yard setback of 2 feet for the construction of an outdoor dining patio as depicted in Exhibit "B".

(b) The City agrees to the following relative to the development of the premises associated with the plan of development set forth in this Development Agreement:

(1). The CITY shall enter into a right-of-way use agreement with the PROPERTY OWNER to permit the desired mix of private and public use within the adjoining alleyways as depicted in Exhibit "B" attached and approved in Section 3.

(2). The CITY shall not assess the CITY's portion impact fees that would otherwise be assessed upon the PROPERTY OWNER, but has no control over impact fees that may be subject to payment to other entities of government.

(3). The CITY shall waive site plan and development agreement fees.

(4). The PROPERTY OWNER shall receive a \$57,500 payment for the sanitary sewer and public access easements depicted on Exhibit "C" at the issuance of a certificate of occupancy for the plan of development set forth in this Development Agreement.

(5). The CITY and PROPERTY OWNER acknowledges that the future tenant is eligible under the plan of development set forth in this Development Agreement for a 3-year lease subsidy per the CITY's 30%/20%/10% lease subsidy program subject to the program's requirements and limitations.

SECTION 5. REASONABLE APPROVAL.

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

SECTION 6. REMEDIES.

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

SECTION 7. TIME IS OF THE ESSENCE.

Time is of the essence of the lawful performance of the duties and obligations contained in this Development Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Development Agreement.

SECTION 8. HEADINGS/CAPTIONS.

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

SECTION 9. FORCE MAJEURE.

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

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

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

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

SECTION 11. EXHIBITS.

All exhibits to this Development Agreement are hereby incorporated into this Development Agreement by this reference thereto.

SECTION 12. PUBLIC RECORDS.

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

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

SECTION 13. EQUAL OPPORTUNITY.

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

SECTION 14. CONFLICT OF INTEREST.

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

SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS.

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

SECTION 16. NOTICES.

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

For the CITY:

Mr. Mike Booker
City Manager
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32771

For the PROPERTY OWNER:

Brendan Galbreath

Shores 109, LLC
4190 Halifax Drive
Port Orange, Florida 32127

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

SECTION 17. INTERPRETATION; APPLICABLE LAW; VENUE.

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

SECTION 18. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

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

SECTION 19. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

(a). This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein. This Development Agreement

may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.

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

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

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

**SECTION 20. THIRD PARTY
BENEFICIARIES/TRANSFERABILITY.**

(a). The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

(b). This Development Agreement is

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

SECTION 21.

ATTORNEYS FEES AND COSTS.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal.

SECTION 22.

SEVERABILITY.

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

SECTION 23. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

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

(b). This Development Agreement shall be in effect for a period of five (5) years, but may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the CITY has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein.

(c). Prior to the completion of the project and at the issuance of a certificate of occupancy by the CITY, the CITY shall review this Development Agreement as well as at least once every twelve (12) months to

determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

SECTION 24.

COUNTERPARTS.

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

SIGNATURE PAGES FOLLOW:

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

Attest:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor
Date: _____

Michael T. Booker, City Manager

Approved as to form and legality:

Lonnie Groot, City Attorney

ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:

PROPERTY OWNER/SHORES 109 LLC

Printed Name

By: _____
Brendan Galbreath
Managing Member

Printed Name

Acknowledgment

State of Florida)

County of Volusia)

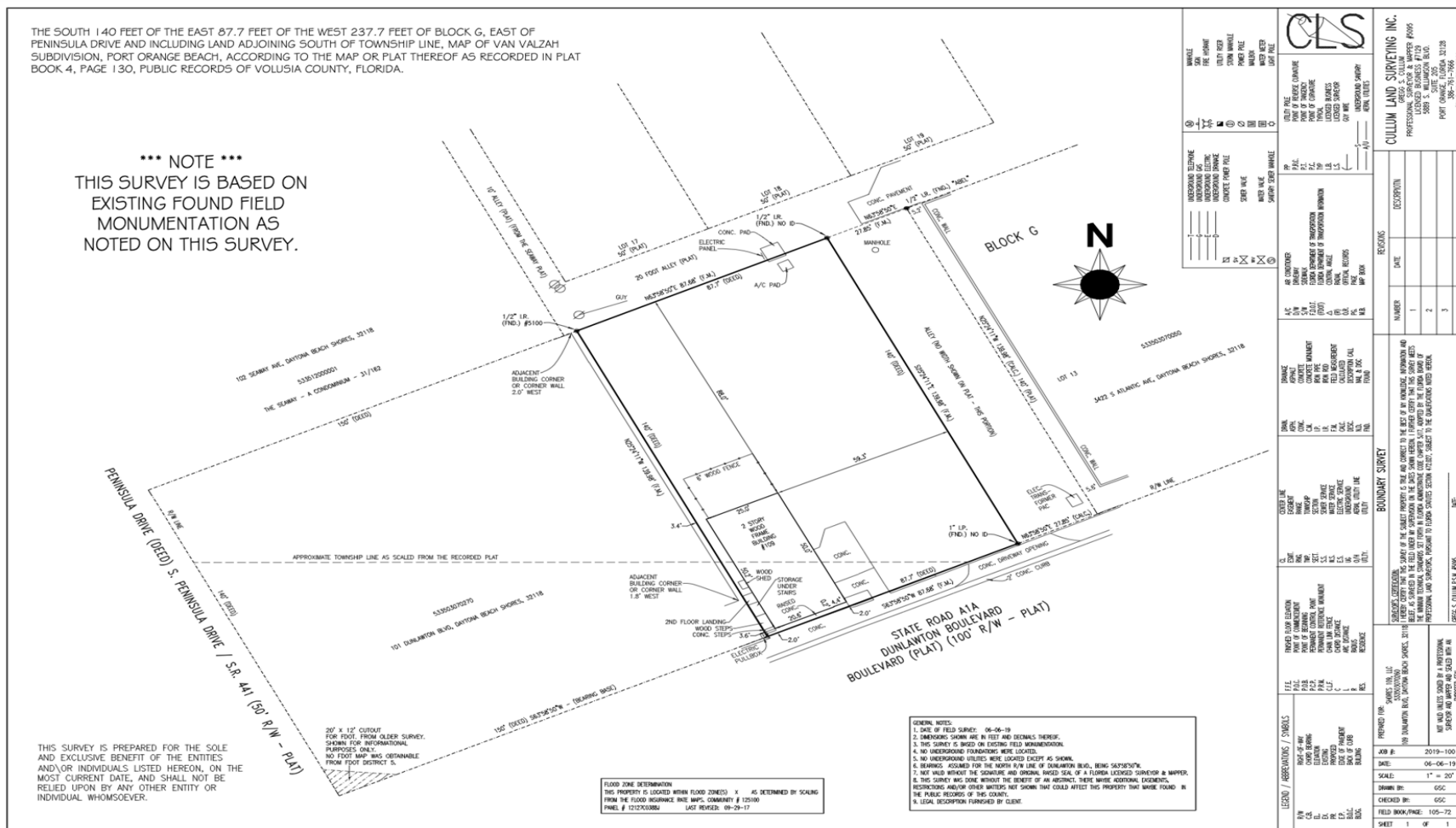
I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Brendan Galbreath, acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided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

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2019.

(Affix Notary Seal)

Notary Public; State of Florida
Print name: _____

Exhibit "A"
LEGAL DESCRIPTION



THE SOUTH 140 FEET OF THE EAST 87.7 FEET OF THE WEST 237.7 FEET OF BLOCK G, EAST OF PENINSULA DRIVE AND INCLUDING LAND ADJOINING SOUTH OF TOWNSHIP LINE, MAP OF VAN VALZAH SUBDIVISION, PORT ORANGE BEACH, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 130, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

Exhibit "B"

CONCEPT SITE PLAN

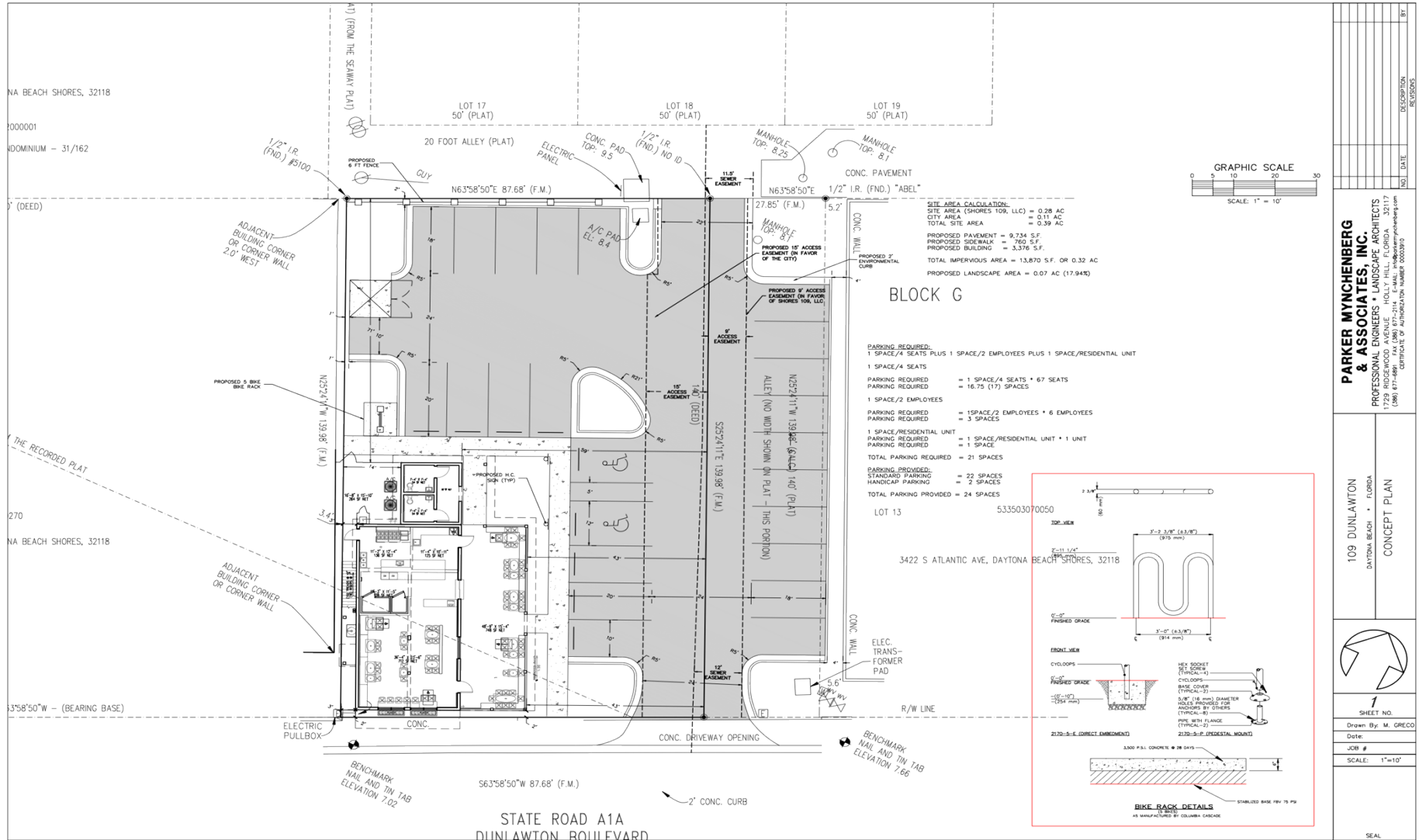


Exhibit "C"
EASEMENT AND ROW USE PLAN

To be provided under separate cover

Exhibit "D"
LANDSCAPE PLAN

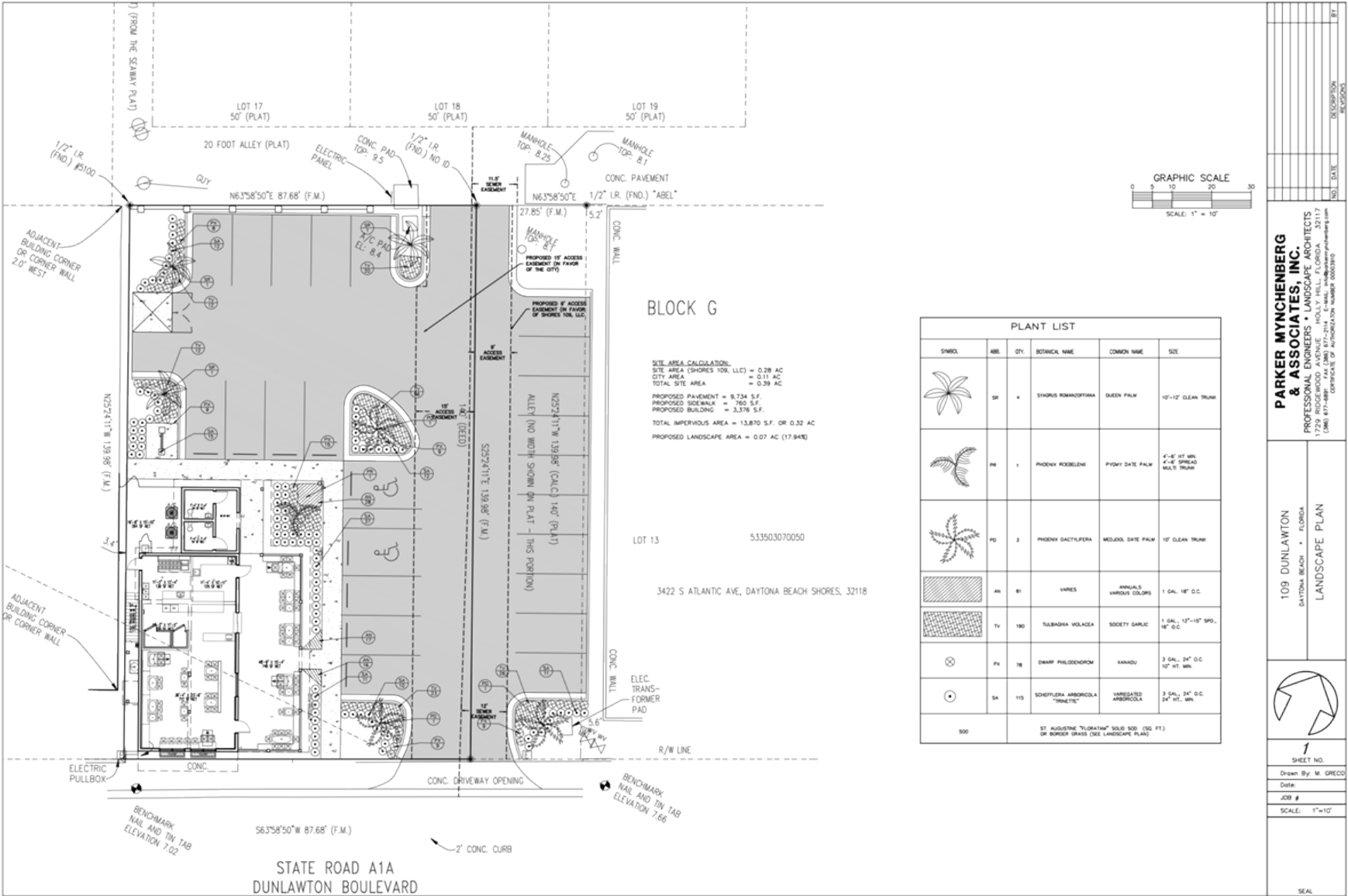
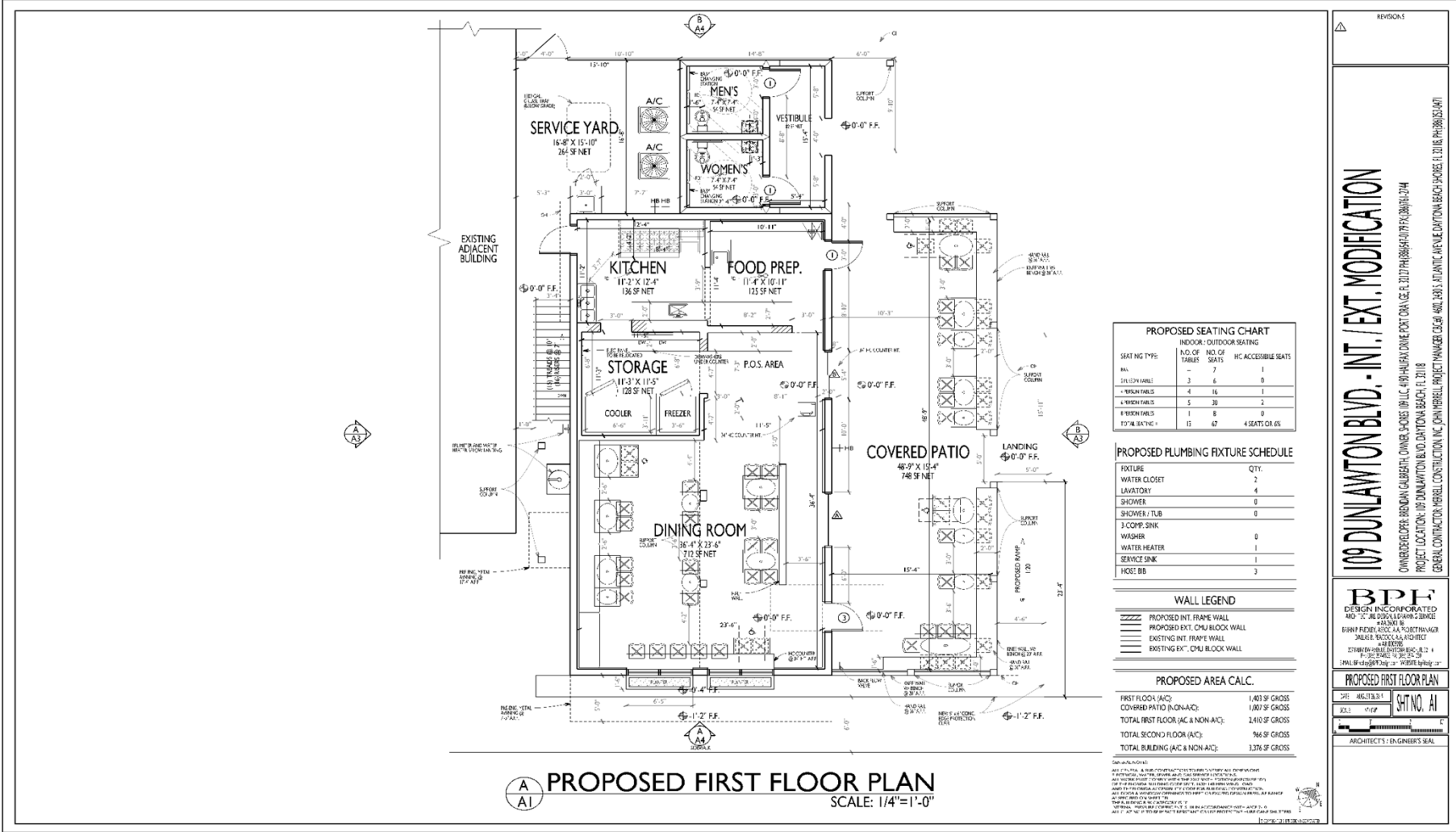


Exhibit "E"
COLOR RENDERING
NOTE: Signage Are Indicative of Style and Placeholders Only



Exhibit "F"
FLOOR PLAN



DA12019025 PLANNING ANALYSIS

(1) DEVELOPMENT PROPOSAL

The development site is 88' (frontage) x 140' (depth) or 0.28acres and located at 109 Dunlawton Boulevard (**Figure 1** below). The applicant/owner is seeking to redevelop the site by remodeling the existing two-story building on site. The existing grandfathered residential apartment on the second story will remain while the first floor will be used as a restaurant. In addition, a 748sf covered outdoor dining patio will be added to the eastern side of the building (**Exhibit E**). Further, the building façade will be upgraded and the parking lot will be repaved and combined with a portion of the eastern city alley, which connects to Dunlawton Boulevard.

Figure 1: Aerial View Development Site



Source: CONNECTExplorer, 2019

According to the development agreement concept plan, the site will maintain access from Dunlawton Boulevard. Twenty-four parking spaces will be provided, of which two (2) will be ADA accessible as required. The entrance to the public alley from Dunlawton Boulevard is closed with concrete curbing and blocked by an electric transformer and

decorative lamp pole (Figure 2). Therefore, residents on the north side of the alley currently utilize the owner's property for vehicular access. To address this issue, the owner is proposing a cross access easement to the public through the property for continued vehicular access and requesting usage of adjacent eastern alley for parking and landscaping (**Exhibit B**).

Figure 2: Street View of Dunlawton Boulevard Alley



Source: GoogleMaps 2019

(2) VARIANCES

No variances are anticipated to be associated with this project. Inconsistencies with the LDC are being addressed through the deviation process of the subject development agreement. It should be noted if the owner/applicant elected to address the above issues via the variance process, the public benefits noted in Section 4 of the agreement and the table below may not have been offered to the community.

(3) STAFF AND BOARD REVIEW

COMMUNITY SERVICES – Fred Hiatt, Director / Building Official

The Director has reviewed the development agreement and his comments have been addressed.

PUBLIC WORKS – Brian Edwards, Deputy Director / Facilities Superintendent

The Facilities Superintendent has reviewed the development agreement and his comments have been addressed.

PUBLIC SAFETY – Terry Griffiths, Commander / Fire Marshal

The Commander/Fire Marshal has reviewed the development agreement and his comments have been addressed.

ENGINEERING – Burl Reardon, P.E. - Tetra Tech HAI

Engineering review is not required at this time but will be conducted during the formal site plan review process.

PLANNING AND ZONING BOARD

On September 9, 2019 the Daytona Beach Shores Planning and Zoning Board will provide a courtesy review of the subject proposed development agreement pursuant to Sec. 14-63 of the LDC.

(4) PUBLIC PURPOSE/BENEFITS & LAND DEVELOPMENT CODE DEVIATIONS

DA Reference No.	Public Purposes/Benefits Provided by Owner:	Deviations from the Land Development Code to allow:
Sec. 4(4)a.	Grant of permanent utility and access easement for sewer. Comment: <i>A portion of the City's sewer pump station lies on the owner's property. This easement will allow the city permanent use and access on the property regardless of future ownership.</i>	
Sec. 4(4)b.	Grant of permanent cross access easement to the public. Comment: <i>Property owners on Seaway Avenue utilize the Dunlawton Alley for</i>	

	vehicular access to the rear of their properties from Dunlawton Boulevard. However, the alley access from Dunlawton Boulevard is currently unusable so property owners have been cutting through the 109 property for access to the east-west portion of the public alley and hence their properties.	
Sec. 4(4)c.	Additional green area for the benefit of the City: Comment: <i>The minimum green area required in the GC-2 District is 10% of the land area. The applicant is providing 18%. Additional green area has environmental and aesthetic value.</i>	
Sec. 4(4)d.	Incorporation of commemorative signage on premises. Comment: <i>Commemorative signage provides identification, aesthetic and historical value to the gateway.</i>	
Sec. 4(4)e.	Provide architectural enhancements to the building: Comment: <i>The current building is not visually appealing. The proposed exterior upgrade will add aesthetic and economic value to the City's Dunlawton gateway.</i>	
Sec. 4(4)f.	Add commercial opportunity to the City: Comment: <i>The development will create a new dining and entertainment destination within the City.</i>	
Sec. 4(4)g.	Development of abandoned and outmoded commercial property: Comment: <i>The property has been abandoned since 2004. The DA will encourage the redevelopment, beautification and modernization of this critical gateway property.</i>	
Sec. 4(6)a.		Permit up to forty outdoor dining seats in a 748sf patio area. Comment (Sec. 14-

		58.2.1.A, LDC): <i>Outdoor dining is generally permitted through a conditional use permit. Developer has opted to utilize the development agreement process in lieu of the temporary conditional use process.</i>
Sec. 4(6)b.		Exceed wall signage requirements (Sec. 6-8.15, LDC).: <i>Comment: This is necessary to facilitate the commemorative signage provided by the applicant for the benefit of the City.</i>
Sec. 4(6)c.		Non-compliance with landscape design requirements for eastern vehicular use area (Sec. 14-46.5, LDC). <i>Comment: A landscape buffer currently exists in this area. Additionally, the northeastern terminal landscape island was eliminated to allow city sewer crew to access the adjacent sewer facilities.</i>
Sec. 4(6)d.		Non-compliance with back up area dimensional requirements (Sec. 14-48.5.4, LDC). <i>Comment: The site is constrained so meeting these requirements would result in a loss of parking and landscaping, two features that are important to the site's redevelopment.</i>
Sec. 4(6)e.		Allow for a two-foot front yard setback (Sec. 14-23.5, LDC). <i>Comment: The existing building has a nonconforming two-foot front yard setback. This deviation will permit the owner to line up the outdoor patio with the existing building in the front yard.</i>

As seen in the table above, owner/applicant will provide seven (7) additional public benefits to the City and community of Daytona Beach Shores. These contributions are not required by the City's LDC and are being provided voluntarily by the owner. In addition, as noted in the table above, the conceptual site plan shows a need for five (5) deviations from the City's LDC. These deviations are not harmful or injurious to the

development or surrounding neighborhood and are only required so that the applicant/owner would have the ability to develop the site into a successful commercial establishment consistent with the City's economic development program goals and objectives.

(5) FINDINGS

(a) CONSISTENCY WITH THE COMPREHENSIVE PLAN UPDATE 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 Retail/Service Commercial. Said FLU classification allows commercial uses such as the proposed fellowship restaurant development. The proposed use and plan also meet all relevant comprehensive plan policies. Therefore, the proposed development is consistent with the City's Adopted Comprehensive Plan (2030) and the designated FLU classification.

(b) CONSISTENCY WITH THE LAND DEVELOPMENT CODE

The subject property is zoned "GC-2 Retail/Service Commercial" District. The proposed restaurant development is listed as a permitted principal use in the "GC-2" District pursuant to Sec. 14-23 of the City's LDC. Save the proposed deviations listed in the development agreement, the proposed conceptual site plan substantially meets the development standards contained in the GC-2 District and LDC. However, if the development agreement is approved, a formal site plan review of the development will occur to ensure consistency with stormwater and other site plan development standards.

(c) REQUIRED AMENDMENTS TO THE COMPREHENSIVE PLAN AND/OR LAND DEVELOPMENT CODE

There are no required amendments to the City's adopted Comprehensive Plan and/or the City's Land Development Code necessary for the project to be approved.

(6) CITY CONTRIBUTION

In order to facilitate and incentivize the redevelopment of the site and in exchange for the sanitary sewer pump station easement and public cross access easement, the owner/applicant is proposing that the City make contributions outlined in Sec. 4(b) of the development agreement. By way of the City contributions, the City will be gaining easement access to the pump station, which encroaches on the owner's property as well as a cross access easement for usage by the City residents who currently traverse the owners property to access the rear of their Seaway Avenue properties. Additionally, the City's contributions include: (1) permitting the owner/applicant to utilize the City's alley by means of a right-of-way use agreement for parking and landscaping considering the owner/applicant's provision of a cross access easement for the benefit of the public; (2)

not assessing impact fees and a waiver of site plan and development agreement fees, which is a common incentive offered by local governments to entice development; (3) City and Property owner acknowledging that the future tenant is eligible for lease subsidies subject to the limitations of the City's Economic Development Program.

Cruz, Stewart

From: Cruz, Stewart
Sent: Wednesday, September 11, 2019 1:00 PM
To: Janet Zar
Cc: Schwab, Cheri; Hiatt, Fred; Booker, Mike
Subject: Re: To whom it may concern,

Greetings Mr. and Mrs. Zar, I forwarded your concerns to the City Clerk who provided your concerns to the board and City Council for their consideration. In addition, I would like to point out the following:

- 1) The proposed opaque fence (50-55 feet in length) will be located on the north west side of the owner's property and will be long enough to cover the entire width of your property across the alley. This should offer additional privacy to your property and others in the vicinity on the north side of the adjacent alley.
- 2a) The new paved public access easement being provided by the owner through his property will provide access from Dunlawton Boulevard to the east west portion of the alley system. This public access will be 22 ft to 24 ft wide, which is the standard driveway width for two way traffic in the City.
- 2b) The driveway access for the existing unpaved north-south alley that connects the east-west alley to Dunlawton Boulevard does not provide adequate access as the alley is physically closed with curbing and a pedestrian sidewalk along Dunlawton Boulevard. There is also a decorative lamp post and transformer in the alley near the sidewalk. The aforementioned occurred during the underground utility project.
- 3) The east-west alley will remain unchanged.
- 4) Considering #2 & #3 above, your access from Dunlawton will actually become enhanced and legal.
- 5) In terms of the operation side of the outdoor dining, staff will recommend that conformity with the city's current outdoor dining regulations not addressed in the development agreement, ie compliance with noise ordinance, operations limited from 7am to 10pm, etc.
- 6) Concerning #6 above, alcohol sales and music is allowed according to rules and regulations of the City and State of Florida.

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

Stewart Cruz, AICP
City Planner
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. # 386.763.5361
Fax. # 386.763.5370

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

From: Janet Zar <janetdzar@msn.com>

Sent: Friday, September 6, 2019 8:14 PM

To: Cruz, Stewart

Subject: To whom it may concern,

Hi Stewart,

Attached is my concerns and would like it to be given to the Planning and Zoning Board hearing on Sept 9,2019.

To whom it may concern,

I am unable to be there in person, please see attached statement.

I am concerned that the patio and area for parking will be too large and it will impact on my ability to access the rear of my property. I am concerned that I will not be able to access my property if the proposed fence, in the area proposed is put up directly behind the alley. Would a smaller patio and less parking be an option? I am interested in finding out exactly how I would be able to drive behind my property at 104 Seaway Ave and get my car and my boat in there. The 20 feet alley doesn't seem large enough and some access could cut off by the length of the fence. What would be the length of the fence? My home would be the most affected by accessibility issues.

If a smaller patio and area would be sent to council for approval I would be concerned with the following:

I am concerned and I would ask that the patio be closed after a certain time in the evening. Also, I am concerned about the serving of alcohol. Will that be an issue? Also, will there be any music outside? I would be concerned about the noise.

I hope these issues will be addressed with the covered patio and before any approval or sending to council.

I hope I am kept informed of what the decisions are and what the process will be.

Sincerely,

Janet Zar and David Magurczek

104 Seaway Ave
Daytona Beach Shores, FL 3211



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2019-13: Comprehensive Plan Amendment CPA12019026, Amending the Future Land Use Element to establish a Transfer of Development Rights Program.

SYNOPSIS:

If approved, Ordinance 2019-13 will amend the City's Comprehensive Plan Future Land Use Element to create a Transfer of Development Rights (TDR) program. The TDR amendment concept was borne out of the City's ad hoc Economic Development Team. The overall goal of the TDR program is to encourage and promote development and the efficient use of land within the City by enabling the transfer of unused and/or unwanted density from one parcel of property to another. Transfers shall be density neutral, therefore, the overall density within the City will not be increased as a result of this program. In addition, the City's adequate public facilities requirement for all development, continues to exist. A subsequent Land Development Code amendment will be required to enact the Comprehensive Plan TDR objective and policies.

FISCAL IMPACT STATEMENT:

The Fiscal Year 2019/2020 budget has sufficient funds to implement all administrative and technical functions associated with the transmittal, adoption and implementation of this Ordinance.

BACKGROUND:

Overview:

The Daytona Beach Shores ad hoc Economic Development Team's primary goal is to create opportunities for development and redevelopment in the City. Over the many weeks of research and consultation, the Team has developed several key initiatives to achieve the aforementioned goal. These initiatives include, but are not limited to, the development of Transfer of Development Rights (TDR), Alternative Tax Relief and Business Loyalty and Economic Development grant programs. Ordinance 2019-13, if approved, will create the framework for establishing a TDR program that would complement other programs aimed at attracting quality businesses and development to serve City residents and visitors.

PROPOSAL/ANALYSIS:

Among other things, Ordinance 2019-13 would amend the Daytona Beach Shores Comprehensive Plan (2030) Future Land Use Element by adding the objective and policies found in Exhibit A of the ordinance (attached). In summary, the amendment would achieve the following:

Require an amendment to the City's land development regulations to create a TDR program that, at a minimum would (Policy 1-1.7.1):

- a. Enable the transfer of density from one parcel of property to another parcel of property within City limits.
- b. Establish sending and receiving areas.
- c. Establish density transfer limits and a quantification methodology for the determination of vested density.
- d. Establish a process and the procedures for transferring density, including, but not limited to, the recordation of a deed of transfer in the official records of Volusia County, Florida.

The transfer of rights would be density neutral, meaning that the sum of the total density of both sending and receiving properties will remain the same before and after the density transfer has occurred (Policy 1-1.7.2). Therefore, the impact on Citywide public facilities, including transportation, will remain unchanged as no new entitlement is created. To ensure this however, the provision of adequate public facilities consistent with controlling law is also required (Policy 1-1.7.3)

PLANNING ANALYSIS:

See Attached.

LEGAL REVIEW:

The City Attorney has reviewed Ordinance Number 2019-13 and has no legal objection to the Ordinance and has participated in the development of the City's transfer of development rights program. This program can assist in incentivizing the economic development of the City. The program could be extended to a program based upon the intensity of development as opposed to residential densities.

Also, on August 13, 2019 an application was heard by the City Council for a special exception to add a second story within the existing garage footprint at property located at 3839 South Atlantic Avenue. The City Council denied the application on the basis of inconsistency with the City's *Comprehensive Plan*. The City Council also reached a consensus to process an amendment to the *Comprehensive Plan* which would allow this type of development (expansion of a legal non-conforming use). This desire was spearheaded by Council Member Frizalone.

The City Attorney developed an amendment to be incorporated into Ordinance Number 2019-13 to address for the protection of private property rights and to allow the denied development. It was determined, however, not to

proceed with the draft amendment at this time as City staff desired to develop data to support the proposal. Thus, the matter is now in the hands of the City staff to process.

RECOMMENDATION:

Staff recommends approval of Ordinance 2019-13 as proposed.

SUGGESTED MOTION:

A City Council Member may move as follows:

1. "I move to approve Ordinance 2019-13 as presented."

OR

2. "I move to approve Ordinance 2019-13 with the following changes."

OR

3. "I move to deny Ordinance 2019-13 on the basis of the following."

- ATTACHMENT:**
1. ORD 2019-13-Exhibit A-Proposed TDR CPA-8-29-2019
 2. PLANNING ANALYSIS Attachment
 3. ORD 2019-13-FH-9-16-19-ADA (1)

CHAPTER 1: FUTURE LAND USE ELEMENT

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

Objective 1-1.1: Future growth will be managed through the preparation, adoption and implementation of land development regulations that are compatible with this Element and coordinated with the availability of public facilities and services. The City shall discourage urban sprawl through the designation of appropriate densities (see Policy 2 under this Objective) that will retain the compact development already in place and other land use strategies, such as transfer of development rights and associated regulatory provisions. All future development in the City shall maintain at least a 50-foot setback from the Coastal Construction Control Line (CCCL). With this requirement, as well as adherence to controlling provisions of Federal and State law, such as the regulations of the Florida Department of Environmental Protection, new development shall be protected from any storm surge that occurs as a result of tropical storms. This objective shall be measured through the implementation of the following policies.

Policy 1-1.1.1 The City shall enact and enforce land development regulations that, at a minimum:

- a. Regulate the quality of new development through appropriate site plan review and other land use criteria;
- b. Provide for recreational lands and facilities to meet the Level of Service standards contained in the Recreation and Open Space Element of this Comprehensive Plan;
- c. Provide for adequate off-street parking and loading facilities;
- d. Provide that all new development with regard to on-site drainage and stormwater management facilities meet the minimum standards set forth in the Stormwater Management Sub-Element of this Comprehensive Plan;
- e. Regulate signage;
- f. Provide that building permits shall not be issued that result in the reduction of service levels below the standards set forth in this Comprehensive Plan;
- g. Require that all new development maintain a minimum setback of 50 feet from the Coastal Construction Control Line (CCCL), and require, through inclusion in the City's land development regulations, that all new development take into account the potential for storm surges from the ocean;
- h. Require that, prior to the issuance of a development order or building permit, written assurances shall be obtained from any municipal or County agency providing infrastructure or services, that available capacity exists to support the proposed development at the adopted Level of Service standard for the relevant facility or service to be provided.
- i. Regulate erosion control and beach and dune stabilization; ~~and~~
- j. Require the preservation of any significant on-site historical, cultural or archaeological features meeting the National Register Eligibility Criteria; and
- k. Encourage the use of innovative planning tools which include provisions such as transfer of development rights, planned unit development to preserve the natural environment and encourage and promote economic development and efficient use of land.

Standard/Measure: Enact and enforce land development regulations.

Time Frame: Continuous

Policy 1-1.1.2: Enact and enforce land development regulations consistent with the following density standards:

1. Residential

- a. Low Intensity: up to 4 units per gross acre
- b. Low Density: up to 12.0 units per gross acre
- c. Low Density-Riverside: between 12.1 and 15 units per gross acre. Properties shall be developed as a planned unit development (PUD) and meet the following criteria: (i) land shall abut the Halifax River, (ii) land shall have a minimum parcel size of three (3) acres, (iii) land must be served by public infrastructure including but not limited to potable water and wastewater lines, and (iv) land shall have direct access to a major thoroughfare as determined by the City.
- d. Medium Density: between 12.1 and 35.0 units per gross acre
- e. High Density: between 35.1 and 60 units per gross acre (site specific density to be controlled by land development regulations)

2. High Intensity Uses – Hotel, motel and timeshare developments shall have densities up to a maximum of 70 units per gross acre. Condominium, multi-family residential, and apartment developments shall have a maximum density of 60 units per gross acre (site specific density to be controlled by City’s land development regulations).

3. Commercial Facilities - Commercial intensities shall not exceed 35% lot coverage, a building height of 45 feet or a floor area ratio of 1.4.

4. Public Facilities – Public facilities shall be regulated by off-street parking requirements (approximately three off-street parking spaces shall be required for every 1,000 square feet of public facility use).

5. Recreational Facilities – Recreational facilities shall be provided in accordance with the Level of Service standards established within this Comprehensive Plan.

6. Building Height – Except for large lots, as defined in the City’s land development regulations, in PUDs (planned unit development), T (hotel/motel), and RMF-1 (multifamily residential-high density) districts, new buildings shall be limited to a height of 12 stories.

7. View Corridors – View corridors shall be preserved by limiting the north to south width of new buildings and the application of other appropriate land use planning practices and principles.

Standard/Measure: Ensure that adequate land development regulations are in effect to reasonably ensure public views while allowing reasonable development upon properties.

Time Frame: Continuous

Policy 1-1.1.3: ~~Maintain~~ Enact and enforce land development regulations consistent with the location and extent of land uses ~~as discussed within the this Element and indicated on the Future Land Use Map.~~ To this end, the map that accompanies the ~~new Land Development Regulations~~ land development regulations shall reflect the Future Land Use Plan Map 2030 ~~2020~~, in terms of ensuring that zoning districts shall be consistent with the map. All new development and

redevelopment activities shall be ~~required to be~~ consistent with the zoning district classifications and land use matrix to be established in the City's Land Development Code.

Standard/Measure: Maintain and enforce land development code.
Time Frame: Continuous

Policy 1-1.1.4: The land development regulations shall maintain and enforce performance standards that address buffering and open space requirements, especially between condominium and hotel/motel developments.

Standard/Measure: Maintain and enforce land development code.
Time Frame: Continuous

Policy 1-1.1.5: (a) The City shall maintain at least the Level of Service standards prescribed in Policy 2-1.1.1 at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard "D" during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

Standard/Measure: Monitoring of annual traffic counts from the Florida Department of Transportation for S.R. A1A, including the Dunlawton Boulevard.
Time Frame: Continuous

Policy 1-1.1.6: Coordinate Hazard Mitigation Reports with Development and Redevelopment. Should Daytona Beach Shores be included in a Presidential Disaster Declaration, the City shall use the interagency hazard mitigation report as the basis for prohibiting redevelopment of uses which are inconsistent with the report recommendations. Additionally, the City shall use the interagency hazard mitigation report to prevent new uses which are inconsistent with the report recommendations from locating in the area included in the Presidential Disaster Declaration. Finally, should an interagency hazard mitigation report be issued for Daytona Beach Shores, the City shall consider adopting a program for eliminating existing uses which are inconsistent with the report recommendations.

Policy 1-1.1.7: Condo-Hotels and Timeshares. The City of Daytona Beach Shores shall have adopted land development regulations governing condo-hotels and timeshares. These regulations shall include minimum standards for both new construction and the conversion of existing units to either condo-hotels or timeshares.

Policy 1-1.1.8: ~~By December 31, 2012 the~~ The City of Daytona Beach Shores shall ~~establish~~ maintain criteria allowing and regulating assisted living facilities within the City, including but not limited to the following:

1. Assisted living facilities shall only be permitted in the medium and low density residential future land use classifications.
2. Facilities shall not be permitted on parcels with an area less than one (1) acre.

Objective 1-1.2: Future redevelopment activities shall take the form of replacing the outmoded and inefficient existing hotels and motels that were built in the 1950s and early 1960s. These uses are found primarily on the east side of S.R. A1A, north of Florida Shores Boulevard to the City limits at the north end, and south of Van Avenue to the south City limits ending at the Wilbur-by-the-Sea area. These redevelopment activities shall be consistent with the goals, objectives, and policies set forth in this Element. Additionally, no land development shall be permitted that is detrimental to the natural resources of the City. In this context, no land development order shall be issued that denigrates existing topographic or soil conditions. Additionally, prior to the issuances of any development order, written assurances shall be obtained from the appropriate municipal agency providing infrastructure that available capacity exists to properly support the proposed development activity at the adopted Level of Service standard for the relevant facility or service to be provided.

Policy 1-1.2-1: The Land Development Regulations will maintain and enforce provisions for mixed land use development that allows for office, residential, hotel, and commercial designations. The City shall encourage mixed use development along the westside of A1A with Daytona Beach Shores.

Standard/Measure: Maintain and enforce mixed use regulations in the LDC.
Time Frame: Continuous

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

Standard/Measure: Maintain and enforce this policy in the Land Development Code.
Time Frame: Continuous

Policy 1-1.2.3: The City shall continue to enforce regulations that require that any new development protects and enhances all natural resources.

Standard/Measure: Maintain and enforce this policy into the Land Development Code.
Time Frame: Continuous

Policy 1-1.2.4: ~~By December 31, 2010 the~~ The City of Daytona Beach Shores shall establish ~~maintain guidelines for the drafting of~~ land development regulations that will encourage land uses that contribute to the economic vitality of the ~~redevelopment area within the~~ City, including but not limited to the following:

1. Adverse land uses such as body art, spirituals, mediums and palm readers, shall be prohibited.
2. Mixed uses shall be permitted in the town center.
3. Incentives shall be provided for the development of LEED certified facilities.
4. Establish a transfer of development rights program.

Objective 1-1.3. The economic base of the City shall be broadened by allowing within the tourist oriented commercial and retail/service commercial future land use categories mixed use developments that allow for office uses, as well as residential, hotel and commercial facilities.

Policy 1-1.3.1: The above-mentioned land shall be designated in the new land development code.

Standard/Measure: Maintain and enforce this policy in the Land Development Code.

Time Frame: Continuous

Policy 1-1.3.2: The City administration, working in coordination and cooperation with the Chamber of Commerce, or any other entity shall initiate a promotional campaign to effectively market this land to private developers.

Standard/Measure: Development of marketing program.

Time Frame: Continuous

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

Policy 1-1.4.1: The City shall maintain and enforce land development regulations, including minimum requirements for parking, landscaping, open space, buffering, and lot coverage, to ensure consistency between land uses.

Standard/Measure: Maintain and enforce this policy in the Land Development Code.

Time Frame: Continuous

Policy 1-1.4.2: Location of Public/Quasi-Public Land Uses. The City of Daytona Beach Shores shall allow public/quasi-public land uses within all land use categories shown on the Future Land Use Map consistent with the policies of this Element. Public and quasi-public land uses include: governmental administration buildings; public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; and religious institutions.

Policy 1-1.4.3: High Intensity Uses. The City of Daytona Beach Shores Future Land Use Map shall indicate a land use category of “High Intensity.” This land use category shall allow hotels/motels; condos; multi-family residential units; apartments; and timeshares. The maximum density for hotels/motels and timeshares shall be 70 units per gross acre, while condos, multi-family residential units, and apartments shall have a maximum density of 60 units per gross acre. The density of each specific development site shall be controlled by Land Development Code.

Policy 1-1.4.4: Future Land Use Map Designations for Public Schools. The City of Daytona Beach Shores shall allow elementary, middle and other similar low-intensity schools to be located within the Public and Quasi-Public, Low Density Residential, Medium Density Residential, High Density Residential, Retail/Service Commercial, and High Intensity Uses Land Use categories

shown on the Future Land Use Map (FLUM). High schools and similar high-intensity schools shall be allowed in Public and Quasi-Public, Medium Density Residential, High Density Residential, Retail/Service Commercial, and High Intensity Uses Land Use categories shown on the FLUM. Due to the fact that the City of Daytona Beach Shores is located entirely within the Coastal High Hazard Area, it is unlikely that any new public schools would be located within the City.

Policy 1-1.4.5: Coordination with Volusia County School Board. The City will meet with the Volusia County School Board and staff to establish Policies and Standards for locating new schools.

Policy 1-1.4.6: School Siting Criteria. The following criteria shall be used in locating public schools within Daytona Beach Shores:

I. General Guidelines.

- A. Proposed school sites shall be located away from industrial uses, limited access roadways, railroads, and similar land uses to avoid noise, odors, dust, and traffic impacts and hazards.
- B. Disrupting influences caused by school yard noise and traffic indicate that schools be sensitive to adult communities, nursing homes and similar land uses through site design.
- C. Schools shall be designed to minimize the impacts to adjacent neighborhoods through control of site aspects including traffic access, landscaping, buffers, and site design and layout provided by the Volusia County School District.

II. Site Acceptability

- A. School size and land area requirements for elementary, middle, and high schools shall meet the minimum standards established by the Volusia County School Board.
- B. Schools should be centrally located within their intended attendance zones, to the maximum extent possible, and be consistent with walking and bus travel time standards of the school district. High schools shall be exempted from this provision due the large land area requirement.
- C. The site should be of sufficient size to ensure that buildings and ancillary facilities, and future expansions can be located away from floodplains, flood prone areas, wetlands and other environmentally sensitive areas, coastal high hazard areas and will not interfere with historic or archaeological resources.
- D. Public utilities (e.g., water, sewer, stormwater) must be available to the site.
- E. Access to the site should be from a collector road (local roads for elementary schools) and avoid the need for slow down zones, if possible.
- F. Ingress and egress should not create detrimental impacts on roads adjacent to the site.
- G. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.

- H. A mass transit or bus stop should be located near the site.

III. School Specific Site Location Recommendations

- A. **Elementary Schools.** Elementary schools serve a neighborhood or group of neighborhoods where students have a short distance to walk. Land uses should be predominately residential and include housing types and densities sufficient to meet the school's enrollment capacity with students that are predominately within walking distance of the school.
- B. **Middle Schools.** Middle schools have a community orientation and the mix of land uses can include more commercial uses than would be allowed in a neighborhood. Enrollment comes from two or more elementary schools.
- C. **High Schools.** High schools should be buffered from residential areas. Enrollment for high schools comes from two or more middle schools. The campus should be large enough to encourage students to remain onsite and to ensure sufficient parking or parking controls to avoid disruptive offsite parking.

Policy 1-1.4.7: Collocation of Facilities. The City of Daytona Beach Shores shall seek to co-locate public facilities, such as parks, libraries, and community centers, with schools to greatest extent possible. In collocating facilities, the City shall use the following guidelines:

- **Elementary Schools.** Playgrounds can be collocated with elementary schools. In areas with densities high enough to support them, a neighborhood park with facilities for the elderly, a neighborhood recreation center, and a library sub-branch can be included.
- **Middle Schools.** A community park and athletic fields are appropriate to locate with middle schools. A community center, if the school will not be used for this purpose, and a library sub-branch or branch can be included depending on the school's location and the population served.
- **High School.** Community parks with a community center, if the school will not be used for this purpose, and athletic field can be collocated with high schools. A main or branch library is also appropriate. If justified by the population to be served, a district park could be collocated with the school.

Policy 1-1.4.8 Town Center (TC) Future Land Use Designation: The Town Center future land use category is intended to be a convenient and flexible special character district that authorizes horizontal and vertical mixed-use development within an existing redevelopment area where the comprehensive redevelopment of large tracts of land is envisioned.

Individual development within the TC shall follow consistent standards and coordinate with each other in order to create a cohesive area with a strong sense of place and identity. Development on land designated TC is intended to feature high quality architecture and well designed urban form that promotes pedestrian activity spread throughout the day which reduces transportation impacts and a-balances a mix of land uses.

Criteria for TC Designation

- 1) Lands designated TC must be in the South Atlantic Corridor Redevelopment Area.
- 2) The initial area designated TC must be no less than 25 acres in size to allow sufficient land for a functional mix of uses. Once established smaller tracts of lands contiguous to the Town Center may be added so long as the Town Center remains compact and functional.
- 3) Lands designated TC must be served by public infrastructure including but not limited to potable water and wastewater lines.
- 4) The land area designated TC shall be served by South Atlantic Avenue and at least one existing or proposed collector roadway.

Mix of Uses

The Town Center shall incorporate a mixture of the following land uses up to the maximum units or gross square footages identified below:

Residential (up to 1250 units with no single site exceeding 70 units per acre)

Hotel (up to 500 rooms with no single site exceeding 70 units per acre)

Commercial (up to 250,000 square feet)

Office (up to 130,000 square feet)

Public/Quasi-Public (52,000 sq feet)

The land uses within the Town Center shall be mixed horizontally and/or vertically. The overall composition of the Town Center shall comply with the following ranges based on the gross aggregate area of the Town Center:

40% to 60% Residential

20% to 30% Commercial

10% to 40% All Other Uses

Character Guidelines

Development within the Town Center future land use designation shall meet the following guidelines intended to ensure that the character of the Town Center is high quality, urban, pedestrian-oriented and functional.

- The core of the Town Center will be oriented towards the intersection of existing or proposed collector roadways, not South Atlantic Avenue.
- The core street(s) shall be lined with buildings in order to create a consistent street wall.
- The core street(s) and South Atlantic Avenue shall feature sheltered transit stops.
- Street-level uses will be reserved for nonresidential development with active street fronts.
- The core streets of the Town Center shall feature wide sidewalks to encourage the development of a lively streetscape and accommodate sidewalk cafes and other similar activities.
- Onsite parking shall be placed either underground, in above ground parking structures wrapped by habitable structures or surface lots on the interior of properties screened by buildings.

- High quality architecture designed to help form a lively urban space and identify the Town Center as a distinctive place shall be required.

Objective 1-1.5: The City shall promote the compatibility of between low and higher density development. This Objective shall be achieved through the implementation of the following Policies.

Policy 1-1.5.1: Projects should be designed with special consideration given to compatibility with the surrounding uses and any adjacent developments. Compatibility is defined as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

Policy 1-1.5.2: The City shall require planned unit developments for parcels three (3) acres or more undergoing future land use changes yielding a greater density.

Policy 1-1.5.3: The City shall require planned unit developments provide compatible architecture and adequate setbacks when adjacent to lower density development.

Policy 1-1.5.4: The City shall adopt a future land use – zoning compatibility matrix. The matrix shall be consistent with the comprehensive plan.

Policy 1-1.5.5: The City shall require compatibility between commercial areas and adjacent lower intensity uses through the use of landscape and open space buffering.

Objective 1-1.6: The City shall promote the compatibility of land use with that of adjoining jurisdictions. This Objective shall be achieved through the implementation of the following Policies.

Policy 1-1.6.1: The City shall consider adjoining existing land use and plans when reviewing development proposals adjacent to the City limits.

Policy 1-1.6.2: The City shall continue to participate in available intergovernmental coordination committees such as the Metropolitan Planning Organization (MPO), Volusia Council of Governments (VCOG), the Volusia Growth Management Commission (VGMC) and associated technical committees.

Policy 1-1.6.3: The City shall work with adjacent jurisdictions and intergovernmental coordination committees to develop and utilize a system of intergovernmental negotiation for siting locally unpopular public and private land uses. Such a system should consider the area of population served, the impact on land development patterns or important natural resources, and the cost-effectiveness of service delivery.

Policy 1-1.6.4: The City shall consider compatible architecture and setbacks when a new development is proposed adjacent to a lower density development in an adjoining jurisdiction.

Objective 1-1.7: The City shall create a Transfer of Development Rights (TDR) Program to encourage and promote economic development and the efficient use of land within City limits. This Objective shall be achieved through the implementation of the following policies.

Policy 1-1.7.1 The City shall enact and enforce land development regulations that, at a minimum:

- a. Enable the transfer of density from one parcel of property to another parcel of property within City limits.
- b. Establish sending and receiving areas.
- c. Establish density transfer limits and a quantification methodology for the determination of vested density.
- d. Establish a process and the procedures for transferring density, including, but not limited to, the recordation of a deed of transfer in the official records of Volusia County, Florida.

Policy 1-1.7.2 Subsequent to a transfer of density transaction, the sum of the development rights sent and received shall be density neutral.

Policy 1-1.7.3 Adequate public facilities shall be available for all new development consistent with controlling law.

Goal 1-2: To ensure that development patterns are energy efficient and reduce green house gas emissions by reducing the need to travel by private car, supporting public transit and promoting the development of renewable energy resources and use of holistic design principles.

Objective1-2.1: To promote compact, mixed-use, and energy efficient development to encourage pedestrian, bicycle and transit use, leading to a more energy efficient community and a reduction in greenhouse gas emissions.

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

Policy 1-2.1.2: The City shall develop land use policies that will encourage energy efficiency and the use of renewable energy sources.

Policy 1-2.1.3: The City shall encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

Policy 1-2.1.4: The City shall encourage urban design strategies that maximize the use of renewable, sustainable, active and passive sources of energy design in architecture.

Policy 1-2.1.5: The City shall identify and remove obstacles to energy conservation and renewable energy systems in the City's Land Development Code.

ORD. 2019-TDR PLANNING ANALYSIS

I. IMPACTS OF PROPOSED AMENDMENT

In accordance with the Daytona Beach Shores Comprehensive Plan (2030) and standard practice from the Florida Department of Economic Opportunity (DEO) and other land use agencies, the following seven public facilities and services are generally examined with future land use map and general comprehensive plan amendments: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools. However, the proposed amendment does not impact a specific use or property therefore a site-specific impact analysis cannot be undertaken. However, proposed Policy 1-1.7.3 will ensure the provision of adequate public facilities consistent with controlling law for all new development. This typically occurs during the site development plan process.

II. LAND USE COMPATIBILITY

The usage of land will be governed by the existing and entitled underlying zoning and future land use classification in place. In addition, the proposed amendment does not impact the use of a specific use of land or a singular property. Therefore, the proposed amendment does not impact land use compatibility.

III. APPLICABLE PLANS, CODES AND REGULATIONS

B. COMPREHENSIVE PLAN

Future Land Use Element

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

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

Capital Improvement Element

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

- (a) **Sanitary Sewers:** 250 gallons per dwelling unit per day
- (b) **Solid Waste:** 10 pounds per capita per day
- (c) **Drainage:** 25-year, 24-hour design storm
- (d) **Potable Water:** 110 gallons/capita/day (gcd) for Port Orange Service Area
150 gcd for Daytona Beach Service Area
- (e) **Roadways:** Arterials: LOS "D" at peak hour
Collectors: LOS "C" at peak hour
- (f) **Recreation:** See Table A.2 in Recreation Element

REVIEW CRITERIA AND STAFF FINDINGS

1. The land use proposal is consistent with the overall goals, objectives, and policies of the adopted Daytona Beach Shores Comprehensive Plan (2030).

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

2. Policy 1-1.1.5: (a) The amendment shall not decrease the LOS Standard for hurricane evacuation routes below LOS Standard D and (b) the amendment shall not increase the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above 16 hours.

Staff finding: The proposed amendment does not apply to any specific future land use amendment proposal for a singular property. However, the City shall maintain the policy in question to ensure on a case-by-case basis that every land use amendment will generate negligible additional traffic relative to the policy and adopted LOS in question.

3. Policy 1-1.2.2: Written assurances from service providers for sewage treatment, potable water, and solid waste shall be provided when there is a future land use map amendment result in an increase in density or intensity.

Staff finding: Policy will be enforced during the site development plan process.

4. Policy 9-1.3: The amendment shall not decrease the LOS Standards for public facilities.

Staff finding: The impacts on public facilities and infrastructure will be evaluated on a case-by-case basis as projects are presented during the site development plan

process. Any required upgrade to the City's infrastructure and public facilities will be borne by the developer. However, the proposed amendment is density neutral within City limits.

B. EXPEDITED REVIEW REQUIREMENTS (Sec. 163.3184(3), Florida Statutes)

1. All proposed text in a strike-through/underline format (or similar easily identifiable format)
2. Staff, local planning agency, and local governing body recommendations
3. Support documents or summaries of the support documents on which the recommendations regarding the proposed plan amendment(s) are based
4. For future land use map amendments, color maps depicting:
 - The proposed future land use designation of the subject property
 - The boundary of the subject property and its location in relation to the surrounding street and thoroughfare network
 - The present future land use map designations of the subject properties and abutting properties
5. An existing land use map depicting:
 - The existing land use(s) of the subject property and abutting properties
 - The size of the subject property in acres or fractions thereof
6. A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if local government has adopted school concurrency), and recreation, as appropriate
7. Information regarding the consistency of the proposed land use amendments with the future land use element goals, objectives and policies, and those of other affected elements
8. If a local government relies on data and analysis from a previous amendment, a reference to the specific portions of the previously submitted data and analysis on which the local government relies to support the amendment
9. If previous data and analysis is no longer the best available existing data or no longer supports the plan, copies of updated and reanalyzed data and analysis to support the proposed amendment
10. A submittal cover letter transmitting the proposed amendment that includes the following:

- The date(s) the local planning agency and the commission held public hearings
- A statement certifying that the proposed amendment(s) have been submitted to the appropriate agencies identified above. Certification means that the letter must state that a copy of a complete amendment package including supporting data and analysis has been mailed to these agencies and the date it was mailed
- A summary of the plan amendment(s) including that the amendment is being submitted under the expedited state review process
- The month the local government anticipates the amendment will be adopted
- A statement indicating that the amendment is not applicable to an area of critical state concern
- The name, title, address, telephone, fax number, and e-mail of the local contact person

REVIEW CRITERIA AND STAFF FINDINGS

1. See Ordinance 2019-TDR Exhibit A.
2. Pending.
3. See staff memo and relevant attachments.
4. Not applicable.
5. Not applicable.
6. Not applicable.
7. See this planning analysis.
8. Not applicable.
9. Not applicable.
10. Pending.

ORDINANCE NO: 2019-13

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, “FUTURE LAND USE ELEMENT”, PROVIDING FOR THE CREATION OF A TRANSFER OF DEVELOPMENT RIGHTS PROGRAM; PROVIDING FOR A SAVINGS AND RATIFICATION PROVISION; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* directly relates to the amendment of the text of a comprehensive plan as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* is being submitted under the expedited state review process as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, the Volusia County Growth Management Commission (VGMC) has issued a determination of consistency in accordance with Section 202.3 of the *Charter of Volusia County, Florida*, for the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan*, attached as Exhibit “A”; and

WHEREAS, the proposed comprehensive plan amendment does not conflict with the determination of consistency issued by the VGMC in accordance with Section 202.3 of the *Charter of Volusia County, Florida*; and

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

WHEREAS, the City Council of the City of Daytona Beach Shores desires that the economy of the City of Daytona Beach Shores be one that is vibrant, creative, flexible, dynamic,

Ordinance 2019-13

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and modern as well as an economy that attracts and retains high quality businesses and economic generators to the City of Daytona Beach Shores; and

WHEREAS, Section 166.021(8), *Florida Statutes*, provides as follows:

“(8) (a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency’s or entity’s efforts on behalf of the municipality. By January 15, 2011, and annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality’s website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality’s previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include,

but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities.”

; and

WHEREAS, Section 187.201(21), *Florida Statutes*, (part of the *State Comprehensive Plan*) provides as follows:

“(21) **THE ECONOMY.**—

(a) Goal.—Florida shall promote an economic climate which provides economic stability, maximizes job opportunities, and increases per capita income for its residents.

(b) Policies.—

1. Attract new job-producing industries, corporate headquarters, distribution and service centers, regional offices, and research and development facilities to provide quality employment for the residents of Florida.

2. Promote entrepreneurship and small and minority-owned business startup by providing technical and information resources, facilitating capital formation, and removing regulatory restraints which are unnecessary for the protection of consumers and society.

3. Maintain, as one of the state’s primary economic assets, the environment, including clean air and water, beaches, forests, historic landmarks, and agricultural and natural resources.

4. Strengthen Florida’s position in the world economy through attracting foreign investment and promoting international banking and trade.

5. Build on the state’s attractiveness to make it a leader in the visual and performing arts and in all phases of film, television, and recording production.

6. Promote economic development for Florida residents through partnerships among education, business, industry, agriculture, and the arts.

7. Provide increased opportunities for training Florida’s workforce to provide skilled employees for new and expanding business.

8. Promote economic self-sufficiency through training and educational programs which result in productive employment.

9. Promote cooperative employment arrangements between private employers and public sector employment efforts to provide productive, permanent employment opportunities for

public assistance recipients through provisions of education opportunities, tax incentives, and employment training.

10. Provide for nondiscriminatory employment opportunities.

11. Provide quality child day care for public assistance families and others who need it in order to work.

12. Encourage the development of a business climate that provides opportunities for the growth and expansion of existing state industries, particularly those industries which are compatible with Florida's environment.

13. Promote coordination among Florida's ports to increase their utilization.

14. Encourage the full utilization by businesses of the economic development enhancement programs implemented by the Legislature for the purpose of extensively involving private businesses in the development and expansion of permanent job opportunities, especially for the economically disadvantaged, through the utilization of enterprise zones, community development corporations, and other programs designed to enhance economic and employment opportunities."

; and

WHEREAS, the City Council of the City of Daytona Beach Shores has the desire to ensure that the City of Daytona Beach Shores and its environs are desirable for economic development of a positive nature for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, numerous academic and other studies from one conducted by the World Bank to one conducted by the University of Florida show that transfer of development rights programs provide an array of public benefits and economic opportunities; and

WHEREAS, the City Council of the City of Daytona Beach Shores has concluded that a positive means and method to economically develop the City of Daytona Beach Shores in the aforescribed effective and beneficial manner would be to implement a system whereby development rights associated with parcels may be transferred to other parcels in order to enhance the developability of parcels or make better uses available for parcels all such actions being in the public interest and for the general welfare of the City and its citizens; and

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

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

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

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

SECTION ONE: CHANGE IN TEXT OF FUTURE LAND USE ELEMENT. The text of Chapter 1, “Future Land Use Element,” of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to create a Transfer of Development Rights Program as depicted in Exhibit “A”.

SECTION TWO: IMPLEMENTING ADMINISTRATIVE ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes*, and *Volusia Growth Management Rules*. The City Manager and the City Attorney are hereby authorized to take any and all necessary actions to defend the enactment and implementation of this Ordinance and assert the legal compliance status of this Ordinance.

SECTION THREE: SAVINGS AND RATIFICATION. The City of Daytona Beach Shores hereby ratifies and affirms that action taken by the City Council and the City as a whole to date relative to the comprehensive planning programs action activities of the City. The applicability and effect of the *City of Daytona Beach Shores Comprehensive Plan* are hereby ratified and shall remain in full force and effect consistent with the provisions of this Ordinance.

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

SECTION FIVE: SEVERABILITY. If any section or portion of a section of this Ordinance, or application of any provision of this Ordinance, proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION SIX: CODIFICATION. This Ordinance shall be codified in the *City of Daytona Beach Shores Comprehensive Plan* as deemed appropriate by the Code codifier.

SECTION SEVEN: EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency (the Florida Department of Economic Opportunity) notifies the local government that the plan

CITY OF DAYTONA BEACH SHORES, FLORIDA

ATTEST:

Cheri Schwab, City Clerk

Adopted on second reading this day of , 2019.

EXHIBIT A



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Non-Conforming Sign Removal Incentive Grant Application: Mike's Gift Shop/Dino Paspalakis, 3500 S. Atlantic Avenue

SYNOPSIS:

Dino Paspalakis, owner of Mike's Gift Shop located at 3500 S. Atlantic Avenue, is applying for a Nonconforming Sign Removal Incentive Grant. The sign grant, if approved, would be used to assist the business with the costs associated in replacing the existing storm damaged nonconforming pole sign with a new conforming monument sign. The current fiscal year sign grant is a 50-50 match capped at \$3,900.

FISCAL IMPACT STATEMENT:

The Fiscal Year 2018/2019 Budget has adequate funding to finance the proposed grant. \$60,000 was budgeted. As seen below, the available amount in this fiscal year's budget for sign grants is \$22,300.

Initial Budget \$60,000

1. Beach Quarters \$6,500-FY 2016/2017 Complete/Reimbursement-Bal. \$53,500
2. Fantasy Island II \$5,200-FY 2017/2018-Complete/Reimbursed-Bal. \$48,300
3. Waters Edge \$5,200-FY 2017/2018-Expired-Bal. \$48,300
4. Biggins \$5,200-FY 2017/2018-Complete/Reimbursed-Bal. \$43,100
5. Sand & Surf \$5,200-FY2017/2018-Complete/Reimbursed- Bal. \$37,900
6. Flamingo Inn \$3,900-FY 2018/2019-Complete/Reimbursed-Bal. \$34,000
7. Island Beachware \$3,900-FY 2018/2019-Under Construction-Bal. \$30,100
8. Waters Edge \$3,900-FY 2018/2019-Permitting-Bal. \$26,200
9. Grand Prix Motel \$3,900-FY2018/2019-Application Pending-Bal. \$22,300

BACKGROUND:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on September 6, 2019 from the Dino Paspalakis, owner of Mike's Gift Shop, which is located at 3500 S.

Atlantic Avenue. The sign grant would be used to assist the business with the costs associated in replacing the existing storm damaged nonconforming pole sign with a new conforming monument sign.

After conducting an analysis of the program eligibility requirements and other program parameters, staff has determined that the application qualifies and meets all grant requirements. Three sign quotes were provided as required. The applicant's preferred sign vendor, Kenco Signs, is the highest bid provided at \$15,550. The Kenco Signs and Central Signs (\$11,781.60) bids are the only bids that substantially meet the City's sign regulations. If approved, the applicant would qualify for a grant of \$3,900.

NOTE: Sign grant application including quotes and rendering will be provided to the City Council under a separate cover prior to the September 24, 2019 hearing.

LEGAL REVIEW:

The City Attorney has reviewed the well written staff report and has no legal objection to the approval of the grant.

RECOMMENDATION:

Staff recommends **approval** of the sign grant on the condition that the new sign meets all the requirements of the applicable City sign standards and that no code enforcement violation exist prior to the disbursement of City grant funds.

SUGGESTED MOTION:

A City Council member may move as follows:

"I move to approve the Mike's Gift Shop Nonconforming Sign Removal Incentive Grant application in the amount of \$3,900 on the condition that the new sign meets all the requirements of the applicable City sign standards and that no code enforcement violation exist prior to the disbursement of City grant funds."

ATTACHMENT: None



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Michael Booker, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Consideration to award contract to Compensation & Classification firm

SYNOPSIS:

The City went out for an RFP on Compensation and Classification. The selection committee reviewed the responses and has a recommendation for council.

FISCAL IMPACT STATEMENT:

The FY2019-20 budget contains \$15,000 for this study. Additional funds will need to be amended to this line item but this can be handled under the City Manager amendment process. Depending upon Council action the amendment would either to increase to \$23,500 or \$28,500.

BACKGROUND:

The City has not utilized an outside firm to study its compensation and classification in over 26 years. It has been performed biannually by staff. The City received four responses to the RFP. The selection committee reviewed the responses individually. The combined tabulation and scores are attached.

LEGAL REVIEW:

Each Member of the City Council should review the summary of the evaluations and ensure that there are no conflicts of interest present for voting purposes. It has been stated that the City staff noticed its ranking committee meeting, etc. Thus, there is no legal objection to the selection being made by City Council.

RECOMMENDATION:

It is the selection committee's recommendation to award the RFP to Evergreen Solutions, LLC.

SUGGESTED MOTION:

I move to award the RFP on compensation and classification to Evergreen Solutions, LLC at a cost

of \$23,500.

OR

I move to award the RFP on compensation and classification to Evergreen Solutions, LLC at a cost of \$28,500 to include the performance appraisal component.

ATTACHMENT: 1. bid tabulation comp and class study

Compensation & classification ranking 2019

	Booker	Cruz	Swartzlander	Schwab	Fowler	Totals
MGT Consulting	62	72	94 ¹	70	76	374
Pay Point HR	67	77	92 ²	65	77	378
Evergreen	80	84	91 ³	93	83	431
Cody & Associates	70	85	85 ⁴	95	75	410

CR Sub
city clerk

9/14/19
date



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Lonnie Groot

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration of City Council policy regarding actions of individual City Council Members.

SYNOPSIS:

In response to the recent motion made by Council Member Politis which was approved by the City Council relative to independent actions of City Council Members, the City Attorney promised to provide the City Council with an alternative potential policy to adopt with regard to unilateral statements and actions by individual City Council Members.

At its meeting of August 13, 2019 the City Council expressed its desire to discuss this matter in an in depth manner at a later meeting of the City Council.

FISCAL IMPACT STATEMENT:

There is no fiscal impact as to this matter except that the effective workings of the City Council produce well reasoned decisions that are legally defensible.

BACKGROUND:

The City Council is the governing body of the City and all powers of the City not specifically vested otherwise in the City Charter, which are few, are vested in the City Council. Thus, each City Council may determine how to govern its own proceedings and meetings.

As noted in the synopsis to this agenda item, In response to the recent motion made by a Council Member which was approved by the City Council relative to independent actions of City Council Members, the City Attorney promised to provide the City Council with an alternative potential policy to adopt with regard to unilateral statements and actions by individual City Council Members.

Accordingly, the attached draft policy is provided for review and consideration by the City Council (which draft policy derives from a policy from the 109 page City Of Walnut Creek (California) City Council Handbook (available upon request)).

If the City Council desires to adopt the draft policy as its governing Policy, it may, of course, do so. Or, the City Council could revise the above language or develop new language of its own.

An option could be to merely require each Member of the City Council to ensure that they state that any views are their own and individual views when speaking about matters pending before, or acted upon, by the City Council. The Mayor would, of course, on appropriate occasions and in appropriate circumstances speak for the City as would liaisons to particular groups with such Members taking care to ensure that they are apprised of and well speak the collegial view of the City Council. Great care, it must be noted, must be applied in the case of quasi-judicial matters and matters involving pending litigation.

It should be noted that Vice Mayor Bryan has made the following comments to the City Attorney relative to this matter:

"Ironically, the motion was brought up after a discussion of written communication between Council Members and 3 Council Members said it would be useful if it were legal at some point in the future. It is hard to imagine someone proposing such a 'policy' in writing. One of the advantages of such written communications is to inhibit such irrational decisions being made on the spur of the moment in an emotionally charged atmosphere.

The Courts often have dissenting opinions and they do not undermine the decision of the majority as far as the law is concerned.

I would suggest that we consider as a replacement for the existing "policy" language the much more succinct (than your proposed language) language (as follows):

Only a majority vote at a noticed public meeting expresses the will of the City Council. The Mayor, Vice Mayor, or any other Councilmember speaks only for herself or himself and does not (and cannot) speak for the majority of the City Council. He/she can reference a majority vote duly taken but that is different from speaking for the City Council.

The City Council prefers that a Council Member only make statements that are consistent with a past majority vote, but recognizes that each Council Member has a First Amendment right to disagree with the majority."

Certainly, one should feel free to speak out against problematic and/or unconstitutional 'policies'."

AND:

The attachment contains the City Council meeting minutes of June 11 (as corrected). An excerpt from the minutes follows:

"COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to prohibit any councilmember from any activity that would affect the City Council and the City of Daytona Beach Shores."

As you know, the motion passed by a vote of 4 to 1.

Every council member has been in violation of the above wording very many times since June 11. It is impossible not to violate the wording since attending a Council Meeting violates the wording and not attending a Council Meeting would violate the wording.

In addition to being very problematic, the wording is in violation of at least the First Amendment of the Constitution.

As I understand it, the Mayor discussed the wording with you sometime after June 11 and you have apologized for not objecting to the wording on June 11.

In my opinion, any attempt to regulate the speech (except for the Sunshine Law) of a Council Member would likely be in violation of the First Amendment.

I think there are some lessons to be learned from this event. Decisions that are made in haste (particularly in an emotionally charged atmosphere) can easily be bad decisions. The general rule of not voting on matters that are not on the agenda helps prevent hasty decisions in addition to informing the public on matters that will be decided.

We could correct the situation by merely rescinding the “resolution.” However, I think it might add more clarity to replace the above wording with words something like the following (underlined):

Only a majority vote at a noticed public meeting expresses the will of the city council. The Mayor, Vice Mayor, or any other councilmember speaks only for herself or himself and does not (and cannot) speak for the majority of the city council. He/she can reference a majority vote duly taken but that is different from speaking for the city council.
The city council prefers that a council member only make statements that are consistent with a past majority vote, but recognizes that each council member has a First Amendment right to disagree with the majority.

Certainly, one should feel free to speak out against problematic and/or unconstitutional “policies”.

Thanks,

Richard

The City Council can, of course, consider adopting the proposals from Vice Mayor Bryan.

LEGAL REVIEW:

It may be of interest to the City Council that an issue, similar to this matter, was recently the subject of a bit of controversy with regard to an action taken by a member of the Planning and Zoning Commission (P&ZC) of a city which the City Attorney represents. The P&ZC member suggested appellate rights to opponents of a land use proposal **after a vote** in which s/he was on the non-prevailing side. Indeed, after the hearing had concluded and the meeting was adjourned, s/he made comments in the media relative to the matter that were critical of the decision of the body.

It would be beneficial for the City Council to adopt any policy which it feels appropriate with regard to general matters voted on by the City Council.

It is critical to ensure that quasi-judicial decisions are dealt with in a most professional manner to ensure that the land use and other quasi-judicial decisions of the City are not open to protracted and expensive legal challenges.

RECOMMENDATION:

The Mayor may accept a developed consensus of the City Council and the City Council may express its desire to incorporate any adopted new policy into the existing policies of the City Council. The options that were expressed in the background part of this agenda item may be considered for adoption by the City Council.

SUGGESTED MOTION:

None. The development of consensus by the City Council is the goal as to this matter.

- ATTACHMENT:**
1. Draft City Council Policy-LNG-9-16-19
 2. 6-11-19 cc minutes final (1)

The Daytona Beach Shores City Council acts as a collegial body in making decisions and establishing policy. While the Mayor has some additional ceremonial and administrative responsibilities, no Council Member has any power beyond those of the other Council Members. In the establishment of policy, voting and in all areas all Council Members are, essentially, equal. Except where the law requires a certain number of affirmative votes, a majority vote of the City Council establishes policy and makes decisions for the City. While an individual member may disagree with a decision of the City Council, a decision of the majority binds the City Council to a course of action and directs City staff to implement that action and the City Attorney to defend that action. In turn, it is the role of each City Council Member and City staff and the City Attorney to ensure that the policy and other decisions of the City Council are implemented. Accordingly, no City Council Member or member of City staff or the City Attorney shall act in any manner which adversely impacts or works against the policy decisions of the City Council acting as a body.

With regard to quasi-judicial actions of the City Council, it is important for each Council Member to recognize that decisions of a quasi-judicial nature are subject to review by the Courts and that such decisions are made by the body as a whole and should not be undermined by any individual Council Member after a decision has been reached in a collegial manner whether at the hearing on the matter or after the hearing regardless of whether the comments are made at the City Council chambers or at any other location.

The purpose of this Policy is not to restrain individual Council Members from exercising his or her First Amendment right to free speech, but is to call on each Council Member to respect the decisions of the City Council as the local governing body of the City when it acts in a collegial decision making process.

MINUTES
CITY COUNCIL MEETING
June 11, 2019
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

ROLL CALL BY CITY CLERK

Present: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Lonnie Groot, and City Planner Stewart Cruz.

CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

The graduates of the recent citizens academy were recognized.
Mayor Miller mentioned that the new flags were installed in the Veteran's Memorial Park.
The grand opening will be held on Veteran's Day in November.

It was announced that the city had new agenda software being used and to be patient while everyone learns the new system.

She proposed giving the city staff an additional holiday this year, July 5th due to the hard work of staff with the many recent projects. The rest of the city council agreed.

The Mayor stated that she had been approached by a few residents who commented that the city councilmembers were speaking too long. She asked that the council try and keep their comments short and precise.

1. APPROVAL OF MINUTES

A. City Council Meeting May 28, 2019

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER MICHAEL POLITIS to approve the minutes of City Council Meeting May 28, 2019.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

2. CONSENT AGENDA:

3. REPORTS OF THE CITY ATTORNEY:

The City Attorney stated that a draft city charter markup had been provided to the council following the workshop. He will not move forward until he is given direction from the council.

The same for the markup of the city code amendments. A workshop could be scheduled so the document can move forward.

He has recently spoken with Attorney Michael Kahn regarding the pending opioid litigation. The judge has denied all continuance for trials and would like to move forward with a global settlement. There will be two categories, claimants who have filed and those who have not. He authorized the firm to file a claim for the city before the deadline of June 14th.

4. REPORTS OF THE CITY MANAGER:

The City Manager explained that city staff would be meeting with Rafael Montalvo to discuss the summary on the council visioning sessions. He will bring it to the City Council afterwards.

The new gateway sign at City Hall is almost finished and has utilized city staff for most of the labor.

OLD BUSINESS:

NEW BUSINESS:

- A. Ordinance 2019-05 AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO PROCESSES, MEETING NOTICES, AGENDAS, OPEN GOVERNMENT AND MINUTES PERTAINING TO CITY BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-8, SECTION 14-62 THROUGH SECTION 14-64 AND SECTION 14-68 AND THE REPEAL OF SECTIONS 5-15, SECTION 8½-31 THROUGH SECTION 8½-34, SECTION 2-51 THROUGH SECTION 2-53 AND SECTION 14-70 OF THE CITY CODE OF THE CITY OF DAYTONA BEACH SHORES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve Ordinance 2019-05 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

The City Attorney explained that the proposed Ordinance would reform the current city boards and establish uniform terms of office. All terms would expire on September 30th. This ordinance would repeal both the Beautification Board and the Culture & Entertainment Board. All board provisions would be found in one section of the City's Code for ease. It also states board members must be both a resident and a registered voter. There was some discussion by residents and the council regarding the need to be a registered voter and in the end it was left in the ordinance.

B. Select Voting Delegate for Florida League of Cities Conference, August 15-17, 2019

The Mayor explained that a voting delegate was needed for the upcoming conference. CMBR Bryan nominated CMBR Lindauer. CMBR Lindauer nominated Mayor Miller. it was determined that CMBR Lindauer would be the voting delegate.

C. Discussion on dog protection against tethering

CMBR Lindauer explained that he had received a copy of an ordinance from the City of Ormond Beach regarding this issue. After doing some research, it has not been a problem in our city and does not require any discussion.

D. Discussion on creating an Economic Development Group

City Attorney Groot stated that he had drafted a resolution to create the city's Economic Development Agency. CMBR Lindauer would assist with the business community, CMBR Frizalone would assist as economic development liaison and the City Manager would be the City's Economic Development Director. These three positions would make up the agency. Each position could go work independently in the community. If they met together as group, it would require public notice and adhere by the sunshine law.

The council requested the resolution be placed on the next agenda.

E. Discussion of City Attorney Memo dated May 28, 2019 regarding music licensing, 50/50 raffles and city contracts.

The City Attorney advised that similar to ADA claims, trolls are looking for cities to violate copyright laws. He advised the council to purchase a music license that would protect the city. The two well known licenses are with ASCAP and BMI. He will investigate if there are anymore. The council agreed to pay the annual license fees.

Attorney Groot informed the council that the city is not eligible to conduct 50/50 raffles during events because they are not a 501-C3 corporation. it is considered a form of gambling. The only event this would impact is the End of Summer Bash. The proceeds were being donated to Longstreet Elementary. Attorney Groot stated that the school has a boosters organization who could run the raffle. It was decided to contact the school with this information.

F. Discussion regarding electronic written communications between City Councilmembers

CMBR Bryan began by asking the council if they had read his memo regarding electronic communications between councilmembers. They all responded yes. Mayor Miller felt it would be useful at times, but it goes against the Sunshine Law.

CMBRS Politis and Lindauer were not in favor of the idea. They believe all discussions should be held at public meetings. CMBR Frizalone agreed with them but stated that if the sunshine law would allow it, yes it would be helpful. CMBR Frizalone added that since it was against the law currently, he didn't want to spend anymore meeting time discussing it. CMBR Bryan advised that he would spend his own time on this. Attorney Groot cautioned him that he could not go out and

lobby for this due to his status on the council. Audience member Van Alder felt it would be useful as a citizen to read a communication blog from the councilmembers. Don Large spoke and said a past councilmember went off on his own and it was disastrous. It implies that the entire council is behind you. At this point CMBR Bryan offered to provide Mr. Alder with advice on amending the sunshine law. Attorney Groot informed him that was not allowed either. He could not use a private citizen as a conduit.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to prohibit any councilmember from any activity that would affect the City Council and the City of Daytona Beach Shores.

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

Yes: Mayor Nancy Miller, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

No: Richard Bryan

COUNCIL COMMENTS:

CMBR Bryan for DBS to consider obtaining email addresses for condo managers (CAMs). In this way, an email could be sent to the condominium, that the manager could forward to all the residents. This would protect against spam emails and could reach more citizens. (The above would require approval of the Board for any given condo.) This would be particularly useful for emergency messages from Public Safety. Mayor Miller announced that the recent grand opening for the Van Alder dog park was a success. She thanked AB Taylor for all her hard work. She reminded the audience that tomorrow, June 12th is the next coffee with the Mayor. The Vice Mayor will be there in her place this month as she has another engagement. CMBR Lindauer spoke of a recent News Journal article asking for nominations for a hero from EMS personnel. He wanted to nominate the Public Safety Department and Stephan as Director. Director Dembinsky was honored to be considered but he explained that internally they were selecting an employee for the nomination. CMBR Politis acknowledged the work that CMBR Frizalone had done with the economic development incentives. CMBR Frizalone thanked city staff, Sandy Cook and Bryce Fremont for their assistance with the economic incentive package proposal.

AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments

ITEMS RECOMMENDED FOR THE NEXT AGENDA:

discussion on museum relocation and condominium email lists

ADJOURNMENT:

The meeting ended at 8:23 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration of board appointments: Planning & Zoning Board and Public Art & Beautification Committee

SYNOPSIS:

The City Council recently held their annual interview workshop for board members on September 20th, 2019.

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

Earlier this year, the City Council adopted Ordinance 2019-05 that reorganized the city's boards. Part of that Ordinance also addressed holding annual interviews for board appointments and re-appointments. The council met on September 20th to hold a workshop to interview potential board applicants.

LEGAL REVIEW:

The City Attorney has reviewed and has no legal objection.

RECOMMENDATION:

The City Council will determine the status of each board applicant.

SUGGESTED MOTION:

I move to appoint XXX as a regular member to the Planning & Zoning Board.

I move to appoint XXX as alternate member to the Planning & Zoning Board.

I move to appoint XXX as a regular member to the Public Art & Beautification Committee.

ATTACHMENT: None



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 24, 2019 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to select firm as Special Magistrate for Code Enforcement Cases

SYNOPSIS:

The City Council held interviews with the responsive firms for the recent Request for Proposals.

FISCAL IMPACT STATEMENT:

Funds are budgeted towards the Special Magistrate in the FY2019-2020 budget.

BACKGROUND:

The City Council has scheduled a workshop on September 20th to interview the three responses to the recent Request for Proposals for Special Magistrate.

LEGAL REVIEW:

The City Attorney has reviewed all of the files and concludes that this matter lies within the sound discretion of the City Council. City staff that would appear before the Special Magistrate and the City Attorney have refrained from participating in the selecting of the Special Magistrate.

RECOMMENDATION:

This will be determined by the City Council.

SUGGESTED MOTION:

I move to, by consensus, have City staff bring forward a contract to the City Council at its next weeking with XXXX to serve Special Magistrate for the City.

ATTACHMENT: None



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Lonnie Groot

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion on formation and composition of Auditor Selection Committee.

SYNOPSIS:

The City Council is being asked to discuss the appointment of an Auditor Selection Committee,

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

Section 218.391, *Florida Statutes*, provides that each local government shall establish an auditor selection committee to assist the governing body in selecting an auditor to conduct the annual financial audit required by Section 218.39, *Florida Statutes*.

During the recently ended Legislative Session, the Florida Legislature passed Committee Substitute for Senate Bill 7014 (initially codified as Chapter Number 2019-15, *Laws of Florida*) which relates to government accountability and, among other things, requires the City's Auditor Selection Committee to consist of at least 3 members, and at least 1 must be a Member of the City Council who must serve as the Committee's chair and further provides that neither the City Manager nor any other City employee may serve as a member of the Auditor Selection Committee and may only act in an advisory capacity.

The term "audit" is defined by Section 11.45, *Florida Statutes*, as encompassing financial, operational and performance audits and the Florida Auditor General's Office describes these audits as follows:

- (1). Financial audit means an examination of financial statements in order to express an opinion on the fairness with which they are presented in conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in

accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with auditing standards generally accepted in the United States and government auditing standards as adopted by the Florida Board of Accountancy. Audit requirements for state financial assistance provided by State of Florida agencies to non-State entities are established by the *Florida Single Audit Act*, Section 215.97, Florida Statutes. When applicable, the scope of financial audits shall encompass the additional activities necessary to establish compliance with the Single Audit Act Amendments of 1996, 31 United State Code, Sections 7501 through 7507, and other applicable Federal laws.

(2). Operational audit means an audit conducted to evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste and abuse, and in administering assigned responsibilities in accordance with applicable laws, administrative rules, contracts, grant agreements and other guidelines. Operational audits must be conducted in accordance with government auditing standards. Such audits examine internal controls that are designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of financial records and reports, and safeguarding of assets, and identify weaknesses in those internal controls.

3. Performance audit means an examination of a program, activity or function of a governmental entity conducted in accordance with applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. The term includes an examination of issues related to a number of defined criteria.

The City Council has determined that boards and committees and the like within City government be created by resolution as opposed to ordinance except in unusual circumstances or in the event that controlling law requires otherwise.

Section 2.11 of the *City Charter* relates to the general powers and duties of the City Council and provides that "All powers of the City shall be vested in the City Council except as otherwise provided by law and this Charter. The City Council shall be responsible for the reasonable exercise of those powers, and shall be required to provide for the performance of all duties and obligations imposed on the city by law" and Section 3.01 of the *City Charter* relates to the powers and duties of the City Manager and provides, in pertinent part that "here shall be a City Manager who shall be the chief administrative officer of the City. The Manager shall be responsible to the City Council for the administration of all affairs of the City".

The Florida Auditor General has published Auditor Selection Guidelines (2007) which are attached (they are currently being updated).

LEGAL REVIEW:

The City Attorney has recommended the creation of the Auditor Selection Committee in the past and has provided legal guidance and been substantially involved in the preparation of this agenda item. The City's current auditor would need to be advised not to proceed with work on the 2019/2020 Fiscal Year audit. The potential fiscal impact of the local government audit is that periodic audits can help elected officials and management make sure that public resources are properly used. Audits of functions are a way local agencies can underscore their commitment to ethics and ensure that any misuse of public resources is detected and investigated.

RECOMMENDATION:

Review the attached draft resolution and council shall discuss the committee makeup under the new legislation. Once council decides on the desired makeup of the committee the resolution will be revised as directed and brought back to the next council meeting for adoption.

SUGGESTED MOTION:

The Mayor may discern the consensus of the City Council.

- ATTACHMENT:**
1. Auditor General's Auditor Selection Guidelines - 2007
 2. Municipal Audit_ Integral to Sound Financial Management
 3. res 2019-21 Audit Committee

Auditor Selection Guidelines

2007

Prepared by the Auditor Selection Task Force

Acknowledgements

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Auditor Selection Law

Section 218.391, Florida Statutes, establishes required procedures for the selection of auditors to perform the annual financial audits required by Section 218.39, Florida Statutes. This section of law was amended by Chapter 2005-32, Laws of Florida, effective July 1, 2005, to specify a consistent auditor selection process for all counties, municipalities, special districts, district school boards, charter schools, and charter career technical centers. Section 218.391, Florida Statutes, as amended, is included as Appendix A to these guidelines.

Chapter 2005-32, Laws of Florida, implemented recommendations made by the Auditor Selection Task Force established by the Auditor General for the purpose of providing recommendations to the Legislature for improvements in the auditor selection requirements. A basic premise of the Task Force Report, as stated in the report, was that the use of an adequate auditor procurement process helps ensure selection of a qualified auditor and satisfactory audit effort (i.e., audit effort sufficient to detect significant noncompliance, control deficiencies, or a lack of reasonable and necessary business practices).

The Task Force included representatives of the Florida Institute of Certified Public Accountants, Florida Government Finance Officers Association, Florida Association of Counties, Florida Association of Court Clerks and Controller, Florida League of Cities, Florida Association of Special Districts, Florida School Finance Officers Association, and Florida Association of Public Purchasing Officers. Also included were a staff member of the Legislative Auditing Committee and individuals representing charter schools and citizens.

The auditor selection law, as amended by Chapter 2005-32, Laws of Florida, establishes an auditor selection process that requires the use of an audit committee, a request for proposal (RFP) for the solicitation of the necessary audit services, and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm. The Task Force recommendations, as well as the resulting legislation, were based on the concept of establishing minimal mandatory legal requirements, with additional non-mandatory detailed guidance to be promulgated by the Auditor General or professional associations in the following areas:

- Use of audit committees
- Composition of audit committees
- Use and elements of an RFP for audit services
- Use and elements of audit services contracts

The purpose of this document, which was prepared by the Task Force, is to provide additional non-mandatory guidance in the selection of auditors for performing the annual financial audit required by Section 218.39, Florida Statutes. Additional auditor selection topics are addressed in Appendix B to these guidelines, Questions and Answers. Appendix C provides a listing of resources used to prepare the guidelines.

Audit Committee Composition and Size

Legal Requirements

Section 218.391, Florida Statutes, requires that the governing body of each charter county, municipality, special district, district school board, charter school, and charter technical career center establish an audit committee. The composition of the audit committee is not specified, except that the composition for a noncharter county, at a minimum, must include each of the county officers elected pursuant to s. 1(d), Art. VIII, of the State Constitution, or a designee, and one member of the board of county commissioners or its designee.

Non-mandatory Guidance

While, as indicated above, the composition of an audit committee is not specified in the law (other than the required members for noncharter counties), the effectiveness of an audit committee in performing its assigned duties is certainly dependent on the qualifications and skills of its members and the relationship of the members to the governing body.

In its *Recommended Practice –Audit Committees* (1997, 2002, and 2006), the GFOA made the following recommendations on the composition of audit committees:

- *Ideally, all members of the committee should possess or obtain a basic understanding of governmental financial reporting and auditing. The audit committee also should have access to the services of at least one financial expert, either a committee member or an outside party engaged by the committee for this purpose. Such a financial expert should through both education and experience, and in a manner specifically relevant to the government sector, possess 1) an understanding of generally accepted accounting principles and financial statements; 2) experience in preparing or auditing financial statements of comparable entities; 3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; 4) experience with internal accounting controls; and 5) an understanding of audit committee functions.*

The *AICPA Toolkit* suggests that at least one member of the audit committee should have financial experience and provides guidance as to attributes that comprise financial experience, including an understanding of relevant accounting principles and auditing standards; experience in preparing, auditing, analyzing, or evaluating financial statements; an understanding of internal controls and procedures for financial reporting; an understanding of audit committee functions; and a general understanding of the government environment. The AICPA also suggests some alternative approaches to acquiring financial experience on the audit committee, including obtaining assistance from other government organizations or audit committees; engaging an independent financial professional; or providing a training program for audit committee members.

- *All members of the audit committee should be members of the governing body. To ensure the committee's independence and effectiveness, no governing body member who exercises managerial responsibilities that fall within the scope of the audit should serve as a member of the audit committee.*

This recommended practice suggests that the actual audit committee membership be composed of the governing board or a subset of the governing board. Under this approach, it is likely that the entity will need to engage an outside party to obtain the needed experience in governmental financial reporting and auditing. Additionally, the audit committee could be provided an orientation on the duties and responsibilities of the committee, including such topics as objectives of internal control, accounting, auditing and financial reporting to assist in making sound judgments.

- *An audit committee should have sufficient members for meaningful discussion and deliberation, but not so many as to impede its efficient operation. As a general rule, the minimum membership of the committee should be no fewer than three.*

Another factor that could affect the size of the audit committee, particularly in small communities, is the availability of individuals who possess both the skills desired of an audit committee member and the willingness to make the commitment to perform effectively as a member. It is important that the entity not compromise these factors, as well as independence considerations, in establishing the size of the audit committee.

- *Members of the audit committee should be educated regarding both the role of the audit committee and their personal responsibility as members, including their duty to exercise an appropriate degree of professional skepticism.*

This recommended practice suggests that training with regard to the audit committee function should be provided to the committee members. This is particularly critical where the committee members are governing board members who may not possess the needed experience in governmental financial reporting and auditing. At a minimum, such training might include making members familiar with these guidelines and the publications referenced herein.

Small Government Considerations

Smaller entities may experience difficulty in obtaining the necessary experience in governmental financial reporting and auditing from a source that is independent from financial management of the entity. Qualified persons willing to provide such experience may simply not be available within the community. In such instances, the small entity might consider consulting with larger entities in the area to identify employees or consultants of those entities who might be willing to work with their audit committee. Should the small entity opt to not establish an audit committee composed of governing board members, the small entity could seek to use the audit committee of the larger entity as their audit committee. While it would not be appropriate to simply engage an audit firm because it was

selected by another entity, the other entity's audit committee could conduct the auditor selection process on behalf of the small entity. Regardless of the method used to provide an audit committee function, ultimate responsibility for the selection of the auditor rests with the governing body.

Audit Committee Responsibilities

Legal Requirements

The primary purpose of the audit committee, as contemplated in Section 218.391, Florida Statutes, is to assist in the selection of an auditor to conduct the annual financial audit required by Section 218.39, Florida Statutes; however, Section 218.391(2), Florida Statutes, provides that the audit committee may serve other audit oversight purposes as determined by the entity's governing body. Additionally, the law provides that the public may not be excluded from the audit committee's proceedings.

Section 218.391(3), Florida Statutes, establishes the duties of the audit committee to include:

- Establishment of factors to be used for the evaluation of audit services to be provided by the audit firm.
- Public announcement of an RFP.
- Provision of interested firms with the RFP.
- Evaluation of proposals provided by qualified firms.
- Ranking and recommendation in order of preference of no fewer than three firms deemed to be the most highly qualified to perform the required services. If fewer than three firms respond to the RFP, the committee shall recommend such firms as it deems to be the most highly qualified.

Non-mandatory Guidance

Establishment of the Audit Committee. Prior to the enactment of Chapter 2005-32, Laws of Florida, entities subject to the annual audit requirement were required to establish auditor selection committees. As described above, Chapter 2005-32, Laws of Florida, expanded the previous auditor selection committee to an audit committee that may be used for purposes other than auditor selection, as determined by the governing body.

The Government Finance Officers Association (GFOA) Recommended Practice, *Audit Committees (1997, 2002, and 2006)*, describes the audit committee as "... a practical means for a governing body to provide much needed independent review and oversight of the government's financial reporting processes, internal controls, and independent auditors." The GFOA's concept of an audit committee clearly encompasses functions beyond the selection of the auditor in stating "An audit committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. By effectively carrying out its functions and responsibilities, an audit committee helps to ensure that management properly develops and adheres to a sound system of internal controls, that procedures are in effect to objectively assess management's practices, and that the independent auditors, through their own review, objectively assess the government's financial reporting practices."

The GFOA recommended procedure advises that the audit committee be formally established by charter, enabling resolution, or other appropriate means. In addition to addressing the composition of the audit committee (see the previous section, Audit Committee Composition and Size), the formal means can be used to establish the responsibilities of the audit

committee and avoid subsequent confusion or conflict over the authority of the audit committee.

Should the audit committee be assigned responsibilities suggested by the GFOA that are in addition to the statutorily prescribed auditor selection function, the GFOA recommends that the audit committee be made directly responsible for the appointment, compensation, retention, and oversight of the work of any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services. GFOA further recommends that, under such circumstances, the audit committee be established in such a manner that all accountants thus engaged report directly to the audit committee. If the audit committee is assigned oversight responsibilities with respect to the independent audit and the establishment of internal controls and adequate management processes, the GFOA Recommended Practice, *Audit Committees (1997, 2002, and 2006)* should be consulted for additional guidance.

Audit Committee Responsibilities. The American Institute of Certified Public Accountants (AICPA) has recently established an Audit Committee Effectiveness Center (www.aicpa.org/audcommctr/homepage.htm) that addresses many of the responsibilities that might be performed by an audit committee and presents “the guidance and tools to make audit committee best practices actionable.” The Center includes, among other resources, an *AICPA Audit Committee Toolkit: Government Organizations* that is available on the web site or by purchase in book form from the AICPA. The Toolkit provides guidance in establishing and staffing an audit committee, as well as accomplishing the objectives of the audit committee. An “Audit Committee Charter Matrix,” included in the *AICPA Toolkit*, suggests steps to be taken to accomplish the objectives, deliverables to be provided, and frequency or due dates for the various steps. The *AICPA Toolkit* also includes guidelines for conducting an audit committee self-evaluation.

The *GFOA Handbook* indicates that the scope of the audit committee’s responsibilities should be established by formal action of the governing body and the audit committee should be directly responsible for all aspects of audit management. The GFOA publication, *Governmental Accounting, Auditing, and Financial Reporting (GFOA Blue Book)*, states: The audit committee’s primary responsibility should be to oversee the financial reporting and disclosure process, including all aspects of the independent audit, from the selection of the auditor to the resolution of audit findings. The audit committee should have access to the reports of any internal auditors, as well as access to any annual internal audit work plans. The audit committee should present to the governing board and management an annual written report of how the committee has discharged its duties and met its responsibilities.” With respect to auditor selection, the *GFOA Handbook* states that the audit committee should perform the following functions in addition to those required by law:

- Plan the procurement process
- Determine the appropriate scope of the audit
- Prepare the RFP

Planning the procurement process would involve planning and coordinating the auditor solicitation process including performance of the specific functions indicated in Section 218.391(3), Florida Statutes.

As previously indicated, Section 218.391, Florida Statutes, requires the establishment of an audit committee by each entity required to procure an annual financial audit pursuant to Section 218.39, Florida Statutes. The law authorizes, but does not require, use of the audit committee for other purposes. Audit committee responsibilities recommended by the *GFOA Handbook*, which are in addition to the statutorily prescribed auditor selection responsibility, include:

- Monitoring the audit

The *GFOA Handbook* indicates that concerns of interest to the audit committee during the audit would include whether the audit is progressing on schedule and whether potential problems are identified and immediately corrected, if appropriate. Potential problems might include difficulties in gathering information or contacting key personnel, discovery of instances or indications of irregularities or illegal acts that require immediate attention, and circumstances that could result in less than an unqualified opinion. Monitoring can be accomplished through periodic progress reports or meetings.

- Review of the financial statements prior to completion of the audit

The *GFOA Handbook* recommends that this review place special emphasis on changes that have occurred since the issuance of the previous period's financial statements and on amounts in the financial statements that involve the use of estimates or judgment.

- Review of the results of the audit

The *GFOA Handbook* recommends that the audit committee review each of the auditor's reports to gain a thorough understanding of problems identified by the auditor and provide the background needed to address resolution of the problems. In view of the emphasis placed on management letters in Florida law and the Rules of the Auditor General, the audit committee review should encompass the management letters required to be submitted as a part of the audit report. For the audit committee to effectively review the results of the audit, the results must be communicated in a manner that assures a thorough understanding by the audit committee members. In lieu of relying solely on the delivery of a written audit report, this might be accomplished at a meeting in which audit committee members have an opportunity to ask questions of the auditors. This could be done either in addition to, or in conjunction with, a public meeting of the entity's governing board at which governing board members would also have an opportunity to question the auditors. If the findings are presented at a governing board meeting, consideration should be given to a meeting convened solely or predominantly for this purpose to assure that the findings are adequately communicated.

- Evaluating management's proposed corrective action plans

Specified entities are required by Auditor General Rule 10.558(1) to provide the Auditor General with responses to all audit findings included in their annual financial audits. The responses are required to include corrective action to be taken to resolve each finding.

- Monitoring corrective action taken

The *GFOA Handbook* points out that while it is management's responsibility to implement corrective action related to audit findings, the audit committee should be responsible for monitoring management's implementation. The *GFOA Handbook* suggests that governing bodies may wish to consider requiring management to answer to the governing body for any failure to implement corrective action plans in a timely manner and to the satisfaction of the audit committee. In monitoring implementation of corrective actions, the Audit Committee should consider and evaluate any management disagreement with auditor recommendations or concerns as to the costliness of implementation.

- Evaluating auditor performance

The *GFOA Handbook* views auditor evaluation as the first step of the subsequent year's audit procurement or, if audit procurement is not scheduled for the subsequent year, a process for identifying and recommending needed improvements in the auditor's performance. The *GFOA Handbook* recommends that the audit committee meet with management to discuss matters pertaining to the auditor's performance including: ability to meet deadlines; compliance with other provisions of the audit contract; competence and cooperativeness of the audit staff; and thoroughness and reasonableness of audit adjustments, findings, and recommendations. The *AICPA Toolkit* includes a questionnaire that can be used to evaluate the independent auditor. The questionnaire includes questions for audit committee members, key government executives, and the independent auditor.

In performing these responsibilities, the Audit Committee may determine a need for audit procedures that are in addition to the minimum procedures necessary to issue an opinion on financial statements. Such information would be useful in preparing future requests for proposals.

Communications with the Audit Committee. To the extent that the audit committee has responsibilities beyond the auditor selection responsibility, effective communication between the auditors and the audit committee is necessary. The AICPA establishes generally accepted auditing standards to which auditors of entities in Florida are subject, together with *Government Auditing Standards* promulgated by the Comptroller General of the United States. Generally accepted auditing standards require that auditors communicate certain matters with persons having responsibility for oversight of the financial reporting process and define the recipient of such communications as the audit committee (AU para. 380.01,

AICPA Codification of Statements on Auditing Standards). Matters required to be communicated to the audit committee include:

- the auditor's responsibility under generally accepted auditing standards
- significant accounting policies and implementation
- management judgments and accounting estimates
- audit adjustments that could, either individually or collectively, have a significant effect on the entity's financial statements
- judgments about the quality of the government's accounting principles
- other information included with financial statements
- disagreements with management
- consultation with other accountants
- major issues discussed with management prior to retention of the audit firm
- difficulties encountered in performing the audit

Additionally, generally accepted auditing standards require that the auditor communicate with the audit committee regarding internal control-related matters (AU Section 325, AICPA Codification of Statements on Auditing Standards) and illegal acts (AU Section 317, AICPA Codification of Statements on Auditing Standards).

Government Auditing Standards (para. 4.07) provide that information such as potential restrictions of the auditor's reports, such as inclusion of any material that is classified for security purposes or not releasable to particular parties or the public for other valid reasons, be communicated and that written communication is preferred. The auditor's communication of information to the audit committee will assist the audit committee in reviewing the financial statements and monitoring the audit.

The *AICPA Toolkit* describes, and provides an example of, an Issues Report from Management, that can be used to document any significant issues, judgments, and estimates that may have a material impact on the financial statements, for discussion with the audit committee. The *AICPA Toolkit* also provides further guidance and examples regarding the types of information the auditors are required to communicate to the audit committee.

Small Government Considerations

While smaller entities may lack the resources to expand the use of the audit committee to accommodate all or many of the non-mandatory functions described above, all entities, regardless of size, are required to use the committee for auditor selection. The entities are encouraged to use the audit committees for the other functions to the extent available in their particular circumstances. Additional discussion regarding the establishment of audit committees by small governments is included in the Audit Committee Composition and Size section.

Audit Proposal Evaluation Factors

Legal Requirements

Section 218.391(3)(a), Florida Statutes, requires that the audit committee establish the factors to be used for the evaluation of audit services to be provided and that such factors include, but not be limited to, ability of personnel, experience, ability to furnish the requested services, and such other factors as may be determined by the committee to be applicable to the particular requirements. Section 218.391(3)(d), Florida Statutes, prohibits the use of compensation as the sole or predominant factor for evaluating proposals.

Non-mandatory Guidance

Consistent with Florida law, the *GFOA Recommended Practice – Audit Procurement (1996 and 2002)* states: “The audit procurement process should be structured so that the principal factor in the selection of an independent auditor is the auditor’s ability to perform a quality audit. In no case should price be allowed to serve as the sole criterion for selection of an independent auditor.”

Audit Firm Qualifications. While Florida law prescribes minimal audit firm qualifications that must be considered, the *GFOA Handbook* describes an evaluation process that includes both criteria that must be met in order to qualify for a more detailed review and a method for rating the technical qualifications of proposers. The criteria listed by the GFOA include:

- Meeting applicable independence criteria.
- License to practice as a CPA in the state.
- Receipt of adequate continuing professional education by key personnel.
- Completion of a quality control review within the past three years.
- A history of performing quality audits.

The *GFOA Handbook* considers these to be criteria, the absence of which cannot be compensated by other credentials.

Technical Qualifications. The *GFOA Handbook* establishes two categories for technical qualifications of proposers: (1) expertise (ability) and experience, and (2) audit approach. Ability and experience qualifications include:

- Past experience and performance on comparable government engagements.
- Quality of the professional personnel to be assigned to the engagement and quality of the firm’s management support personnel to be available for technical consultation.
- Experience with specific state and Federal grant programs.
- Information technology ability

Audit approach qualifications include:

- Approach to documentation and review of the comprehensive framework of internal control.
- Adequacy of proposed staffing plan (hours and level) for the various segments of the engagement.
- Adequacy of sampling techniques.
- Adequacy of analytical procedures.

The *GFOA Handbook* points out that technical qualifications should be tailored to meet each government's unique environment and specific audit requirements and cites as an example a government that sponsors its own pension plan for employees, which might require actuarial expertise.

The *GFOA Handbook* recommends assignments of ranges of point values to each criterion to aid in the evaluation of the technical qualifications of proposers. The use of ranges of point values allows the entity to reflect the relative importance of the qualifications for that government and engagement and allows the evaluator the flexibility to reflect qualitative differences in the qualifications presented in the proposals.

Use and Elements of Request for Proposal

Legal Requirements

As indicated previously, Section 218.391(3)(c), Florida Statutes, requires that the audit committee provide interested audit firms with an RFP. The RFP is required to include information on how proposals are to be evaluated and such other information as the committee determines is necessary for the firm to prepare a proposal.

Non-mandatory Guidance

The *GFOA Blue Book* describes the purpose of the RFP as follows: “A sound RFP should obtain from proposers all information needed to evaluate their technical qualifications to perform the audit. The RFP also should provide proposers with a detailed description of the government, its specific audit needs, and the government’s audit procurement process.”

Public Announcement for Audit Services. As previously indicated, Section 218.391(3), Florida Statutes, provides that the audit committee’s duties shall include public announcement of an RFP and provision of interested firms with the RFP. To achieve the benefits of a competitive selection process, it is critical that there be sufficient responses by qualified audit firms to the RFP to assure an opportunity for competition. The *GFOA Handbook* states that a well-planned solicitation effort is needed to identify a sufficient number of qualified audit firms. This can be accomplished in a variety of ways and the law does not mandate any specific method. The method selected should provide sufficient time for the potential responders to prepare an appropriate response. The *GFOA Handbook* identifies several methods of identifying qualified audit firms, including advertisement in local newspapers, notice in a publication of the state society of certified public accountants, inquiries of other entities in the same region, and direct mailing to audit firms. In Florida, all local government audit reports are required to be filed with the Auditor General who maintains a database of audit reports received, including the names of the audit firms that conducted the audits. To promote competition, the method of noticing the RFP should be designed to reach as many potential providers of audit services as possible. For example, if the entity opts to advertise in a newspaper, the newspaper selected should have adequate coverage to assure an opportunity for a sufficient number of responses.

Elements of the Request for Proposal. The *GFOA Handbook* includes a list of 24 information elements that should be considered in designing an RFP for audit services. These elements generally either provide information to the prospective proposers regarding the RFP evaluation process or assure that adequate information is provided by the proposers to allow for an informed decision by the entity. The RFP might not include all of these elements, but they should be considered and those elements considered to be appropriate for the given circumstances should be incorporated into the RFP. The elements listed in the *GFOA Handbook*, supplemented by additional guidance found in the *AICPA Toolkit*, consist of:

1. *How proposals will be evaluated.*

The RFP should clearly state the factors upon which the selection will be based and could provide:

- a. The relative weights of the evaluation factors, particularly with respect to qualifications and price, when price is considered as one of the evaluation factors.
- b. A statement that price will not be the sole or predominant factor to assure that highly qualified firms will receive appropriate consideration and to discourage the submission of proposals with unrealistically low prices by less qualified firms.
- c. Auditor qualifications that are mandatory for all proposers.
- d. Particular qualifications that will be considered most favorably (e.g., experience with particular grant programs).

2. *Procedures to be followed in the proposal process.*

The prospective proposers who will be incurring the cost of preparing and presenting a proposal will need specific information as to how to respond to the RFP. Such information might include:

- a. The appropriate format to use in making the proposal.
- b. Identification of a contact person.
- c. Whether there will be a proposal conference or on-site inspections.
- d. Information regarding the submission of prices.
- e. Other aspects of the proposal process, including submission deadlines, consideration of late proposals, and notification of results.

3. *Brief description of the government and its accounting systems and financial reporting structures.*

Prospective proposers require information that will provide a basis for determining the type and amount of resources that will be needed to perform the audit. This information might include:

- a. General description of the government.
- b. Organizational chart and key personnel.
- c. Size of the government (e.g., geographic area, number of employees, total budget or payroll).
- d. Reference to documented policies and procedures.
- e. Fund structure and basis of accounting.
- f. Involvement in Federal and state assistance programs.
- g. Description of pension plans.
- h. Information regarding component units and joint ventures.
- i. Magnitude of financial operations.

- j. Scope of electronic data processing operations including types of computers in use (e.g., mainframes and personal computers), networking, software vendors, and major applications).
- k. Existence, size, and scope of the internal audit function.
- l. Contact person for access to prior audit information.

The *AICPA Toolkit* also includes guidelines for describing the government organization, which include, in addition to the items listed above:

- a. Year of incorporation
- b. Charter date
- c. Form of government
- d. Term length and term limits for elected officials
- e. Composition of governing body
- f. Composition of audit committee
- g. Activities and services provided by the government to its citizenry
- h. Component units and joint ventures

4. *Known weaknesses in the government's internal control structure*

Prospective proposers will want to be made aware of significant known internal control deficiencies. This could be accomplished by providing the proposers with a copy of the prior year audit report (including financial statements, auditor's reports, and management letters), prior year adjusting entries, and evidence of corrective actions.

5. *Anticipated implementation problems arising from new authoritative pronouncements.*

The classic example of a new authoritative pronouncement that could impact the RFP response was the implementation of GASB Statement 34. While all entities should have implemented GASB Statement 34 by now, an entity's readiness to implement other new pronouncements, as well as new laws or regulations having a significant impact on the entity's financial operations and reporting could impact the auditor's consideration of the resources needed to perform the audit.

6. *Principal contacts inside and outside the government.*

Examples of contacts that proposers might want to be aware of as individuals with whom they will be expected to interact during the engagement include:

- a. Chief executive officer
- b. Chief financial officer
- c. Audit committee members
- d. Director of internal audit
- e. Grants management personnel
- f. Legal counsel

7. *Level of assurance to be required of the auditor for each type of information contained within the report.*

The auditor will need to be made aware of circumstances that might impact the scope of the audit. Such circumstances might include the audit of the financial statements of a component unit by another audit firm, and specific legal requirements that will require a statement in the auditor's management letter regarding compliance.

8. *Auditing standards required for the engagement.*

Pursuant to Florida law and the Rules of the Auditor General, all required annual financial audits of entities in Florida are to be performed in accordance with *Government Auditing Standards* promulgated by the Comptroller General of the United States. The RFP might include a statement to this effect to avoid any misunderstanding.

9. *The auditor's specific reporting responsibilities.*

Although the auditor's reporting responsibilities are described in the auditing standards and the Rules of the Auditor General, the *GFOA Handbook* recommends listing the reporting responsibilities in the RFP. This could be most easily accomplished by reference to the Rules of the Auditor General, Chapter 10.550 (*Local Governmental Entity Audits*), Chapter 10.800 (*Audits of District School Boards*), or Chapter 10.850 (*Audits of Charter Schools and Similar Entities*), as appropriate.

The *AICPA Toolkit* includes guidance for addressing the scope of the work to be performed by the auditor, including:

- a. A general description of the services being solicited
- b. Expected deliverables, such as:
 - 1) Expression of opinion in conjunction with a full-scope audit of a comprehensive annual financial report (CAFR) (optional under Florida law and Rules of the Auditor General) or a report on basic financial statements only (minimum requirement for all local government audits)
 - 2) Federal or state single audit reports (required if certain thresholds are met)
 - 3) Management letter (required for all local government audits)

Expected deliverables should also include any requirement for separate opinions for any debt issues or to meet any other reporting requirements.

10. *The type and amount of assistance available from the government.*

Entities can sometimes reduce the cost of their audits by providing certain assistance to the auditor. To formulate the type and amount of resources to be applied to the audit, the auditor needs information as to the type and extent of assistance that will be available from the entity. The *GFOA Handbook* refers to various types of assistance including internal audit, clerical, and electronic data

processing. A statement might be included acknowledging that the government is responsible for preparing draft financial statements. Any anticipated concerns regarding the ability of the government to do so should be disclosed.

11. *Required audit timetable and deliverables.*

The *GFOA Handbook* recommends that the RFP include the latest acceptable dates for the following, assuming that information needed to meet these dates, is provided to the auditor on a timely basis:

- a. Entrance conference.
- b. Completion of interim audit work.
- c. Completion of year-end field work.
- d. Submission of audit adjustments and draft findings.
- e. Exit conference.
- f. Issuance of reports.

12. *Additional services to be required of the auditor.*

Auditors have often provided additional services beyond audit services in the past; however, the ability of auditors to provide nonaudit services to an audit client has been severely limited by *Government Auditing Standards*. Careful consideration should be given to the restrictions on such services prior to including them in the RFP. The *GFOA Blue Book* includes a discussion on the types of consulting (or nonaudit) services that may be performed by independent auditors, referring to the two overarching principles provided in *Government Auditing Standards*:

- Auditors should not perform management functions or make management decisions
- Auditors should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant/material to the subject matter of the audit

The *GFOA Blue Book* provides examples of specific services that the independent auditor firm may or may not provide.

13. *Information on auditor workspace and access to telephones, copiers, FAX machines, and computers.*

As a practical matter, the *GFOA Handbook* suggests that information on the location and type of workspace that will be made available to the auditor, as well as availability of telephones, internet access, copy machines, FAX machines, and computer hardware, might be included in the RFP.

14. *Procedures to be followed to determine if additional audit work is necessary and the fee basis applicable to such work.*

Circumstances sometimes arise in which the scope of the audit may need to be expanded beyond what was anticipated in the RFP. For example, an entity might request the auditor to perform additional work in an area where certain control weaknesses have been discovered by the auditor. For any scope expansion anticipated in the RFP, the auditor should be provided with sufficient information to allow the determination of a proposed fee. The *GFOA Handbook* recommends that the RFP include a provision that the scope of the audit may only be broadened with the consent of the government and a request that proposers indicate how the fee for additional work related to a scope expansion would be determined.

15. *Information needed from proposers to evaluate their qualifications.*

A primary purpose of the RFP is to provide the government with information needed to assess the professional skill and experience of the auditors who will perform the engagement. The *GFOA Handbook* recommends that the RFP ask for the following information regarding the proposer:

- a. Overall size of the audit firm.
- b. Location and number of professional staff who will perform the engagement.
- c. Identification and qualifications of personnel to be assigned to the engagement, including:
 - i. Names and government audit experience of the partner in charge of the audit and other partners who will be assigned review or quality control functions.
 - ii. Names and government audit experience of the manager and other supervisory personnel.
 - iii. Information on certification, licensure, and CPE training of each of the above.
 - iv. Information on membership in professional societies (e.g., AICPA, FICPA, FGFOA, GFOA, AGA) of each of the above.
 - v. Background and qualifications of all other professional audit or other staff assigned to the engagement.

The *GFOA Handbook* also recommends that the RFP clearly set forth: (1) the circumstances in which the audit staff may be changed; (2) the need for new staff to meet the same level of qualifications; and (3) the government's right to reject or approve replacements.

16. *Requirement for auditors to furnish a statement that they meet the appropriate criteria for independence.*

Auditors are required to maintain independence, both in fact and appearance, with regard to audit clients. The *GFOA Handbook* suggests that the RFP require a

formal statement from the proposers that they meet all appropriate guidelines for independence

17. *Request for references from other government clients.*

The *GFOA Handbook* suggests that the RFP include a request for references asking proposers to furnish the names of similar governments for which they have recently performed similar audits, together with contact information.

18. *Request for information on the results of peer reviews.*

Government Auditing Standards require that auditors performing audits in accordance with those standards (this includes all required annual financial audits for entities in Florida) undergo external quality control, or peer, reviews of their policies and procedures every three years. The *GFOA Handbook* recommends that the RFP ask auditors to state whether their most recent peer reviews included a review of the quality of specific *government* audits. The RFP should also ask for the results of desk or field reviews of their audits by Federal or state grantor agencies.

19. *Request for information on the status of any disciplinary actions undertaken against the firm.*

The *GFOA Handbook* recommends that the RFP request information on whether any disciplinary action has been taken against the firm at the Federal or state level and, if such action has been undertaken, the current status of the action. Under Florida law (Section 455.225, Florida Statutes), complaints against certified public accountants are subject to a probable cause determination prior to a disciplinary action.

20. *Request for detailed information on the proposer's anticipated audit approach.*

The *GFOA Handbook* points out that, in addition to information regarding the qualifications of the proposer, the proposer's audit approach should be evaluated to determine that the proposer has a sound understanding of the scope of the engagement and the government's environment. Additionally, the government needs assurance that the proposer will apply the appropriate level of effort needed to perform the engagement satisfactorily. The *GFOA Handbook* recommends that the RFP ask for the following types of information:

- a. The extent to which the firm proposes to employ statistical sampling techniques.
- b. The extent to which the firm proposes to employ analytical procedures.
- c. The manner in which the firm intends to segment the engagement.
- d. The hours of staff time at each level that will be devoted to each segment.
- e. The approach proposed for gaining and documenting the auditor's understanding of the government's internal controls.
- f. The approach proposed for determining which laws and regulations should be tested for compliance.
- g. The method of drawing samples for tests of compliance.

21. *Requirements applicable to working papers and cooperation with other auditors.*

The *GFOA Handbook* recommends that the RFP establish clearly the period for retention of the auditors working papers by the auditor and the parties who are allowed access to the working papers. In establishing the retention period, the government should consider that the working paper retention period established by the Florida Department of State for all independent audits of local governments is three years. This should be considered a minimum retention period in drafting an audit services contract. As to accessibility, the *GFOA Handbook* recommends that the RFP include provisions providing accessibility to: Federal cognizant agencies; principal auditors, where component units are audited by other auditors; parties designated by the government as part of an audit quality control review; and successor auditors for matters relating to continuing accounting significance.

22. *Policy toward joint proposals or the use of subcontracting.*

The use of subcontracting or joint ventures on the part of auditors can be a means for encouraging participation by smaller firms. The *GFOA Handbook* recommends that any subcontracting after the audit contract is awarded be subject to the government's right to approve or reject subcontracting firms. Further, if joint proposals or subcontracting is allowed, the RFP should request proposers to identify the firm that will serve as the principal auditor, unless a special consortium is formed to conduct the engagement.

23. *Right to reject proposals, demand additional information, and use unsuccessful proposals.*

The *GFOA Handbook* recommends that the RFP indicate that:

- a. The government retains the right to reject any or all proposals.
- b. The government retains the right to request additional information from proposers and failure to provide the information could result in rejection of a proposal.
- c. The government reserves the right to retain proposals and use ideas from them.
- d. The government is not obligated in any manner to reimburse firms for costs incurred in connection with responding to the RFP.

24. *Any additional language to meet the requirements of applicable laws and regulations.*

The *GFOA Handbook* suggests that the government be aware of and include any specific language required by law or regulation.

The entity should exercise its judgment to determine which elements best fit its circumstances and should be included in the RFP.

Use and Elements of Audit Services Contract

Legal Requirements

Section 218.391(7), Florida Statutes, requires that every procurement of audit services be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties constitutes a written contract. The written contract shall include, at a minimum, the following:

- A provision specifying the services to be provided and fees or other compensation for such services.
- A provision requiring that invoices for fees and other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. Section 218.391(8), Florida Statutes, provides that written contracts may be renewed without the use of auditor selection procedures and that such renewals shall be in writing.

Non-mandatory Guidance

The audit services contract is a legally binding agreement that should be prepared and reviewed with the advice of legal counsel. In its publication, *How to Avoid a Substandard Audit: Suggestions for Procuring an Audit*, the National Intergovernmental Audit Forum (NIAF) recommends that the RFP be incorporated into the contract by reference.

Engagement Letter. While Section 218.391(7), Florida Statutes, authorizes the use of an engagement letter as an audit services contract, if it is signed by both parties, the use of an engagement letter does not relieve the need to include all provisions that would constitute a good contract and protect both the government and the auditor.

Required Contract Elements. As indicated above, there are certain legally required elements that must be included in the audit services contract. Additional guidance for each of these elements follows:

- *Services to be provided and fees or other compensation (Section 218.391(7)(a), Florida Statutes).* The Practitioners Publishing Company (PPC) Guide to Audits of Local Governments advises that the contract clearly describe the nature of the services to be performed, including whether such services include Single Audits (Federal and/or State). The PPC also recommends that the contract clearly identify the financial statements to be audited and the period covered. Statement on Auditing Standards No. 74 recommends that the contract include a statement about specific audit requirements. Florida law and the Rules of the Auditor General include several such requirements in addition to the auditor's reports on the financial statements and State and Federal programs. Specifically addressing these requirements in the contract helps to preclude any subsequent misunderstandings regarding the auditor's responsibilities.

- *Invoices for fees and other compensation in sufficient detail to demonstrate compliance with the contract (Section 218.391(7)(b), Florida Statutes).* The PPC recommends that the basis for determining fees and the method of payment be included in the contract. The basis for payment may vary from a lump sum arrangement to specific rates to be paid for the services of specific employees or categories of employees of the audit firm and reimbursement for specific costs, such as travel, incurred in connection with the engagement. The level of detail on the invoice sufficient to demonstrate compliance with the terms of the contract will vary according to the basis for payment. In the case of a fixed fee contract, the basis for payment should be clearly defined within the audit services contract. If the contract identifies certain employees for which the firm will be paid at specified hourly rates, the contract should require invoices that indicate the numbers of hours worked by each employee and application of the appropriate rates. If the contract provides for reimbursement for certain actual costs, the contract should require invoices that demonstrate the amounts actually incurred by the firm in the form of receipts or similar documentation.
- *Contract period, renewals, and termination (Section 218.391(7)(c), Florida Statutes).* The contract must specify the number of years for which it will be in effect, including any options for renewal on the part of the government. The law does not prescribe a maximum term for an audit services contract or a maximum number of renewal periods. Once the contract period, including renewals, has expired, any further required annual audit services must be subjected to the auditor selection law as required by Section 218.391, Florida Statutes.

The GFOA, in its 2002 *Recommended Practice - Audit Procurement*, recommends that governmental entities enter into multiyear agreements of at least five years in duration when obtaining the services of an independent auditor. The GFOA points out that such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. The GFOA recommended practice further states that multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain “start-up” costs over several years, rather than a single year. The appropriate length for the audit services contract is left to the judgment of the government.

Additional Contract Elements. Additional elements recommended by the NIAF for inclusion in an audit services contract, include:

1. Audit scope, objective, and purpose.
2. Deadlines for work to be performed.
3. Audit cost.
4. Report format.
5. Type and timing of support to be provided to the auditor by the government.
6. Professional auditing standards to be followed in performing the audit.
7. Independent contractor status of the auditor with respect to the government.
8. Changes made by written notice by the government within the general scope of the agreement, together with equitable adjustments to the cost of the audit using rates specified in the agreement.

9. Prior notification to the entity by the auditor, within a specified time and prior to beginning the related work, regarding changes in, or additions to, the scope of the engagement.
10. Auditor ownership of working papers prepared by the auditor during the audit, a designated retention period for the working papers, and availability of the working papers to the entity and governmental auditors upon request. The *GFOA Handbook* suggests, by way of examples, that access to the working papers during the retention period might include personnel of the audited government, Federal cognizant agency, State coordinating agency, Government Accountability Office, quality control reviewers, other governments providing assistance to the audited government, and successor auditors).
11. Ownership, use and control of all reports rendered to the government by the auditor, according to applicable laws and regulations.

Additional elements that are recommended by the *GFOA Handbook* to be made a part of the audit services contract include:

1. An independence assertion by the auditor.
2. Language describing the actions to be taken in the event of a disagreement as to whether certain procedures are within the scope of the agreement.
3. Legal provisions to assure the availability of the auditor's services to aid the government in the defense of claims that may arise as the result of audit work.
4. Legal language concerning opportunities for socially and economically disadvantaged individuals. Such language may be required by law or regulation.
5. Clarification of the auditor's duty to maintain the confidentiality of certain sensitive information.
6. Provisions establishing the government's rights to terminate the contract and the procedures for doing so.
7. Stipulation as to how the value of the auditor's work is to be determined if the engagement is terminated prior to completion.
8. Language establishing the auditor's sole liability for claims arising from the auditor's performance of the engagement.
9. Language requiring both the government and the auditor to resolve disputes amicably.
10. Requirement for formal notification to the other party to the agreement (e.g., a disagreement over the scope of the audit) and language indicating what is to be considered notification in such instance (e.g., registered mail).
11. Language specifying how the terms of the contract can be waived or modified.
12. Language to clarify that the contract's separate provisions are to stand alone, so that a failure to meet one provision does not nullify the entire contract.
13. A requirement for the auditor to obtain insurance coverage.
14. A prohibition against the auditor's delegating or subcontracting audit work without the government's permission.

As can be seen, different professional organizations have placed varying emphasis on the contents of the contract for audit services. Government management must determine the most appropriate provisions for a contract in a given set of circumstances and the specific elements and language to be included will ultimately be a matter of agreement between the entity and the audit firm.

APPENDIX A

Auditor Selection Law

218.391 Auditor selection procedures.--

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. [218.39](#) and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.---s. 65, ch. 2001-266; s. 1, ch. 2005-32.

Appendix B

Questions and Answers

1. **Question:** Are the auditor selection requirements of Section 218.391, Florida Statutes, to be applied whenever an entity contracts with a CPA firm for any audit or other services?

Answer: No. Section 218.391, Florida Statutes, applies only to contracting for the annual financial audit required by Section 218.39, Florida Statutes. However, the use of selection procedures such as those provided for in Section 218.391, Florida Statutes, and other Federal, State, or local laws is generally advisable when contracting for any services, audit or otherwise.

2. **Question:** Is there a legal requirement or recommendation for mandatory rotation of auditors after a specified number of years or at the end of an audit services contract?

Answer: No. Unless the entity has established its own mandatory auditor rotation requirement, there is no legal requirement for the mandatory rotation of auditors. The current auditor may be included in the auditor selection process at the end of the current audit services contract.

The GFOA *Recommended Practice – Audit Procurement (1996 and 2002)* provides that auditor independence would be enhanced by a policy requiring that the independent auditor be replaced at the end of the audit contract, as is often the case in the private sector. The *Recommended Practice* further states:

“Unfortunately, the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory auditor rotation counterproductive. In such cases, it is recommended that a governmental entity actively seek the participation of all qualified firms, including the current auditors, assuming that the past performance of the current auditors has proven satisfactory.”

The United States Government Accountability Office (GAO), in a report titled, *Public Accounting Firms – Required Study on the Potential Effects of Mandatory Audit Firm Rotation*, issued in November 2003, concluded that such rotation may not be the most efficient way to strengthen auditor independence and improve audit quality considering the additional financial costs and the loss of institutional knowledge of the previous auditor. GAO further concluded that the potential benefits of mandatory audit firm rotation are hard to predict and quantify, but there is a fair certainty that there will be additional costs.

3. **Question:** If the entity is satisfied with the existing auditor and can negotiate acceptable fees, can the contract for annual financial audit services be renewed without ever going through the auditor selection procedures required by Section 218.391, Florida Statutes?

Answer: A contract for annual financial audit services can be renewed only as provided in the contract which is required to include a provision specifying the contract period, including renewals.

4. **Question:** Is an entity with an audit services contract that was in effect on the effective date of the revised auditor selection law, July 1, 2005, required to implement the revised auditor selection requirements on its first occasion for a need for audit services, or can that contract be continued?

Answer: An audit service contract that was in effect at July 1, 2005, can remain in effect through the end of the original contract term. However, if there was no contract in effect at July 1, 2005, the entity must apply the revised auditor selection procedures prior to the next need for an annual financial audit required by Section 218.39, Florida Statutes. Section 218.391(7), Florida Statutes, requires that a contract specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed. If the contract in effect at July 1, 2005, is not in compliance with the requirements of Section 218.391, Florida Statutes, the entity must comply with the auditor selection and contractual provisions of the law prior to the next need for the entity to provide for an annual financial audit required by Section 218.39, Florida Statutes, unless such compliance cannot be achieved without violating the terms of the existing contract.

5. **Question:** Is it necessary to include renewal option provisions in audit services contracts entered into after July 1, 2005?

Answer: No. The contract is not required to include a renewal provision; however, a contract cannot be renewed in the absence of such a provision.

6. **Question:** Are the revised auditor selection procedures required to be used only when an entity decides to change auditors or initiate a request for proposals process?

Answer: No. The revised auditor selection procedures are required to be followed when an audit contract period expires. The audit contract is required to include a provision specifying the contract period, including renewals.

7. **Question:** If an existing contract is not in compliance with Section 218.391, Florida Statutes, may the governing body sign a new contract that is in compliance?

Answer: Yes, but the contract cannot be extended beyond the period specified in the existing contract, including renewals, without going through the auditor selection process required by Section 218.391, Florida Statutes.

8. **Question:** If the governing body of an entity chooses to select a firm other than the audit committee's highest recommended firm and documents the reason for not selecting the highest ranked firm as required by Section 218.391(4)(b), Florida Statutes, does the next ranked firm become the highest

ranked firm, requiring documentation as to the reason for non-selection, before a firm ranked lower than that firm can be selected?

Answer: The law does not specifically address this circumstance; however, it would be reasonable to assume that justification is necessary and should be documented for the selection of any firm over a higher ranked firm.

9. **Question:** If compensation is used as one of the factors to evaluate firms and the auditor selection is made in accordance with Section 218.391(4)(b), Florida Statutes, what documentation is required to justify selection of a firm other than the highest ranked firm?

Answer: Required documentation as to the reason for not selecting the highest ranked firm under Section 218.391(4)(b), Florida Statutes, is not described in the law. Such documentation could include a statement made by the governing board, possibly in the form of a resolution and included in the minutes of the governing board, describing the factors that caused the governing board to decide that selection of the next ranked firm was in the best interest of the entity. Those factors might include inability to negotiate a satisfactory contract with the highest ranked firm or information that has come to the governing board subsequent to the ranking process. However, as specified in Section 218.391(4)(c), Florida Statutes, the decision to select a firm cannot be based on compensation as the sole or predominant factor.

10. **Question:** If an auditor selection committee uses compensation as a ranking factor, may the governing body also use the alternative method to select the audit firm or must they use the method prescribed by Section 218.391(4)(b), Florida Statutes?

Answer: The alternative methodology referred to in Section 218.391(4)(c), Florida Statutes, refers to negotiation only. An alternative methodology for selection is not authorized in the law.

11. **Question:** If compensation is 20% of the ranking criteria and all other factors are each less than 20%, is compensation then the predominant factor, or must it be predominant of all factors combined, i.e., greater than 50% of all combined?

Answer: “Predominant” is not defined in the law with respect to auditor selection. Certainly, weighting compensation at greater than 50% of all combined factors, would constitute “predominant.” Black’s Law Dictionary defines “predominant” as “Something greater or superior in power and influence to others with which it is connected or compared.”

12. **Question:** Is there a minimum or maximum number of years that an audit contract must cover?

Answer: No. The audit services contract must specify a contract period including renewals, but the law does not specify a minimum or maximum number of years that an audit services contract must cover. This is left to the discretion of the

entity and is a matter of agreement between the entity and the audit firm. The entity should use prudent business practices in establishing the contract period.

13. **Question:** Section 218.391(4)(c), Florida Statutes, provides that a governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method. Which specific provisions of the law may be considered non-mandatory under this provision by the application of an alternative methodology?

Answer: Regardless of the negotiation method used, a governmental entity must establish an audit committee pursuant to Section 218.391(2), Florida Statutes, and the audit committee must perform its functions in accordance with the requirements of Section 218.391(3), Florida Statutes. The authorization to use alternative procedures is in reference to the auditor negotiation procedures set forth in Section 218.391(4)(a), Florida Statutes. Regardless of the negotiation method used, compensation may not be the sole or predominant factor used to select the firm (Section 218.391(4)(c), Florida Statutes) and, if compensation is one of the factors used by the audit committee to evaluate the firms, the governing body must select the highest-ranked firm or document the reason for not selecting that firm (Section 218.391(4)(b), Florida Statutes).

Appendix C

Auditor Selection Resources

AICPA Audit Committee Toolkit: Government Organizations, American Institute of Certified Public Accountants, 1995 (www.aicpa.org/audcommctr/homepage.htm)

Audit Management Handbook, Stephen J. Gauthier, Government Finance Officers Association, 1989 (Note: Publication of this *Handbook* was discontinued several years ago as a result of 1996 changes to the Federal Single Audit Act and changes on GFOA policy; however, the references in these guidelines are consistent with current GFOA policy.)

Choosing an External Auditor – Guide for Making a Sound Decision, Mid-America Intergovernmental Audit Forum, March 2000 (www.auditforum.org/mid%20america/midam_exauditor.htm)

GFOA Recommended Practice - Audit Procurement (1996 and 2002), Government Finance Officers Association, 2002 (www.gfoa.org/services/rp/caafr/caafr-audit-procurement.pdf)

GFOA Recommended Practice – Audit Committees (1997, 2002, and 2006), Government Finance Officers Association, 2002 (www.gfoa.org/services/rp/caafr/caafr-establishment-audit-committees.pdf)

Government Accounting, Auditing, and Financial Reporting, Stephen J. Gauthier, Government Finance Officers Association, 2005

Guide to Audits of Local Governments, Carmichael, Douglas R., and Holder, William W., Practitioners Publishing Company, 20th Ed., January 2005

How to Avoid a Substandard Audit: Suggestions for Procuring an Audit, National Intergovernmental Audit Forum, May 1988 (www.ignet.gov/single/studies/prochand.txt)

Public Accounting Firms – Required Study on the Potential Effects of Mandatory Audit Firm Rotation, United States Government Accountability Office (GAO), November, 2003 (<http://www.gao.gov/new.items/d04216.pdf>)

Municipal Audit: Integral to Sound Financial Management

(from *Maine Townsman*, December 1984)

by Robert Reny, Director Financial Management Services

As municipal resources have become increasingly scarce and the financial stability of many communities has been threatened, fiscal responsibility and accountability are now areas of growing concern for both elected and appointed local government officials. These problems can only be addressed through a sound financial management program. A key element in a successful program is the independent audit.

Unfortunately, the role of the independent auditor has not been well understood and their work has not been fully utilized as a management tool by many local governments. Auditors are specialists in investigating, verifying and discovering information about an organization's finances. Learning how to acquire and use this financial specialty can do much to improve a local government's efficiency and effectiveness.

The Audit Process

A financial audit is an examination of the financial records of a governmental unit that is conducted in accordance with generally accepted auditing standards. The result of the audit is a report rendered by an independent auditor of how appropriately a government's financial statements depict its financial condition and results of its operations. An independent audit is one performed by persons not in any way affiliated with the government being audited in order to ensure complete objectivity and professionalism.

The independent auditor's opinion will usually fall into one of four categories:

1. Unqualified Opinion—The statements present fairly the financial position and results of operations of the government unit on a basis consistent with prior years. This is the so called "clean opinion."
2. Qualified Opinion—The opinion is similar to the above but with certain exceptions to generally accepted accounting principles which are clearly explained in the opinion.
3. Adverse Opinion—This "bad opinion" states that the financial statements do not fairly present the financial position and the results of operation of the governmental unit. The opinion would include the reasons for the adverse opinion.
4. Disclaimer of Opinion—The auditor cannot render an opinion usually because the financial records are incomplete or the scope of the audit is too restrictive.

In addition to financial audits, auditors often perform compliance audits in which the auditor reviews operations in terms of compliance with various laws and regulations regarding financial operations. Compliance audits have always been a vital part of governmental audits.

Although audits are required by Maine law, there are several more fundamental reasons why a local government should have an independent audit:

- The audit provides a professional opinion of the financial condition of your government unit.
- Audited financial statements provide reliable financial information to evaluate the financial health and stability of your governmental unit.
- The auditor should provide recommendations to strengthen and improve the management and efficiency of your governmental unit.
- The audit will ensure that the local government is in compliance with all applicable legal provisions.

With these very reasons in mind, many communities are now re-evaluating their auditing services and how to best obtain these services.

Involve Elected Officials

Elected officials should involve themselves in the audit process because they hold the ultimate responsibility for the financial operations of their municipalities. Governing a municipality requires management of its financial affairs. Since the independent audit is a key element in overall financial management, municipal officers must participate in the audit process to help them understand and control the financial affairs of their communities.

The nationally recognized accounting firm of Coopers and Lybrand, in its publication entitled *The “Municipal Audit—Choice and Opportunity”*, feels this involvement important because:

“The municipality’s financial operations and internal controls may be substantially improved as a result of an audit, since auditors are required to report in writing any significant control weaknesses they find, and would normally make recommendations for needed improvements—particularly if municipal officials direct their attention to areas of concern at the outset.

Precisely because the public’s demand for understandable financial information is growing, it is highly desirable—for both the public and municipal officials—that this information be lent credibility by the professional opinion of an independent auditor, intelligently chosen.

By participating in the audit process and gaining insight into the financial operations of the municipality, the municipal

officials render an important public service and enhance their ability—and visibility—as public servants.”

It’s also important that the participants in the audit process include elected officials because audit results often have political implications. For example, if a municipality’s records were in such a condition that an audit could not be conducted, people might get concerned to what happened to their municipal funds over the years which could lead to a loss of state or federal assistance. In addition, public officials who do not involve themselves in this process will miss a valuable opportunity to gain insight into their municipality’s financial operations.

Audit Committees

The use of audit committees in both private corporations and governmental units throughout the country continues to grow. The Municipal Finance Officers Association (MFOA) conducted a survey in late 1983 that indicated that 25% of the respondents in their national survey had established some form of audit committee. The survey found heavy participation by the audit committees in the selection of independent auditors.

It is recommended that the auditors be selected by an audit committee partially composed of 2 or 3 elected officials preferably with experience in financial matters. In addition, it may be advisable to include the chief administrative officer or financial officer as well as finance or budget committee members and informed citizens such as accountants, bankers, executives and other persons with similar backgrounds. The audit committee should seek the advice of anyone it believes can help, especially people knowledgeable about auditing. The committee can operate as a subcommittee of the governing board.

MFOA lists the following tasks as appropriate for a local government’s audit committee:

- Screen and select an independent auditor on the basis of specific criteria, including qualifications, experience, approach, and local needs;
- Determine the scope of the audit and specify which grants should be reviewed;
- Review the audit plan and identify areas of audit concern and potential problems;
- Review the audit’s progress;
- Review the final results, including the financial statements and the accountants’ report;
- Present to the entire council the financial statements and the report on internal control.

The first function of an audit committee should be to determine what are the municipality’s audit needs and how they can be met. This audit scope, what the auditor is expected to do, should be defined together with the auditor. For instance, the municipality’s needs may include a financial and compliance

audit for revenue sharing requirements or other grant programs. The committee may also have to consider the need for accounting and financial advice, the adequacy of controls and security for the municipality's computer system or service bureau, as well as other areas the auditor may emphasize or review.

The use of an audit committee is an ongoing responsibility, the committee's work is not completed once the audit scope has been defined and the auditor selected. The committee must stay involved to oversee the preparation of the report, review drafts prior to issuance, maintain liaisons and follow up on any recommendations made by the auditors.

Auditor Selection

The audit relationship begins with the selection of the auditor and is a continuing relationship throughout the year. The auditor should be engaged by and report to the governing board of the municipality. The auditor is an independent representative of the taxpayer and is expected to report to the public on the financial conduct of management through the governing board. This relationship can be maintained through an audit committee organized as a subcommittee of the governing board. All reports and recommendations must be presented to the governing board for their ultimate consideration.

When selecting an auditor, one important fact should be kept in mind—all audits are not necessarily the same. The quality of the audit can vary considerably from one firm to another depending on the methodology and philosophy of each firm. This is true of all professional services. The trick is to find the one best suited to your municipality and its needs.

The first step in the selection process is to develop appropriate selection criteria. The criteria should assist the committee in determining those auditors that have a basic understanding of municipal operations in general and of your municipality in particular. This understanding of the governmental environment is crucial for the proper conduct of a municipal audit.

The following factors should be included as criteria in selecting an auditor:

Understanding of the Problem. The auditor should be able to demonstrate understanding of the municipality's requirements and plan for meeting them.

Experience. The prior experience and reputation of the auditor in auditing municipalities. The auditor should provide references that should be checked of its municipal experience.

Staff Qualifications. The skill and experience of the specific persons who will be performing the audit services.

Price. Cost is also an important criteria but must be evaluated in relation to the services provided and the quality of that service.

Methodology. The auditor's approach to the audit should be logical and consistent with the required tasks and the desired results. This criteria should also include the anticipated timeliness of the audit and the reports.

Cost is generally a function of the effort devoted by the auditor. Such factors as the number of funds or entities to be audited, the extent of computerization, the adequacy of the internal controls and accounting system and the timing of the audit will all affect the cost of the engagement. In evaluating cost, you must attempt to evaluate the quality of service being provided.

Price should never be the only criterion in the auditor selection process. The selection process must also assure audit quality even though audit quality can often be difficult to measure. Price should be considered only in relation to the other criteria, with significant weight assigned to the experience and technical approach of the auditor. Remember that in audit services, you tend to get what you pay for.

With the criteria and their relative importance established, the committee should consider drafting a request for proposals to be sent to prospective auditors. The use of a request for proposals is a formal but comprehensive approach to the auditor selection process.

Request for Proposals

There are a number of ways for municipalities to select an auditor using established criteria but the use of a Request for Proposals (RFP) is probably the most efficient. A RFP ensures that all interested auditors understand exactly what is expected of them, and are presenting their qualifications in a comparable format to ensure proper evaluation of the proposals.

The first general area of concern to be addressed in a RFP is that of providing general information on the municipality and its financial systems. The RFP should identify the municipality's funds and account groups, summarize its accounting and reporting practices and should describe any special problem areas such as prior audit exceptions. By providing copies of budgets, previous annual reports, etc. the municipality can avoid unnecessarily extensive descriptions of its financial operations in the RFP. If a computer system is used in your municipality, this section should include a description of both the hardware and the software.

The next major area to be covered in a RFP is that of the audit scope. Potential responders need to know what will be expected from them if they are awarded the audit. The scope of the audit to be performed must be clearly defined. At minimum, the RFP should provide answers to the following questions:

- What financial records will be audited?
- What year or years will be audited?
- What type of audit will be performed?
- What is the schedule for completing the audit?
- When are the reports due and how many copies will be required?
- Will there be any areas of special attention such as data processing or cash management?

- What extent will the auditor be required to prepare or assist in the drafting or reproducing of the financial statements?

The third major area of concern in the RFP is that of the general qualifications to be sought in an auditor. Proposers should be asked to set forth their qualifications to conduct the audit so they may be used as a selection criteria in the evaluation process. Information that will be of general value to the municipality include:

- Size of the firm.
- Biographies of key personnel.
- Relevant experience in conducting municipal audits.
- Professional background of the staff that will be assigned to the audit.
- Descriptions of the audit approach and the audit procedures to be used.
- Names, addresses and telephone numbers of persons who may be contacted for reference.

An addition to the three major topics covered, the RFP should also address the evaluation criteria and the rules for submission of the proposals. The audit firms have a right to know what criteria will be used to evaluate their proposals. The municipality should also reserve the right to conduct oral interviews to help in the selection process as well as the right to accept or reject any or all proposals if it feels it is in the best interest of the municipality to do so.

The municipality may also want to explain the extent of the assistance that it will provide the auditor. This assistance can have a significant effect on both the timing and the cost of the audit.

Model drafts of guidelines for the preparation of requests for audit proposals are available from MMA. One was prepared to meet the needs of the small towns in Maine and the others to suit the needs of the larger municipalities in the state.

These drafts can be used to prepare your RFP. The guidelines are stated in general terms so that each municipality will have to tailor the model draft to reflect the specific needs of their municipality. In certain areas, the guidelines are presented as suggestions which may be modified or omitted to reflect your particular needs. By filling in these areas the model drafts could easily be used as is to obtain audit proposals. The model drafts should help both municipalities and auditors improve the entire RFP process.

Auditor Relations

A good professional relationship should be the goal of any municipality in its dealings with its independent auditors. Effective communications between the municipal officials and the auditors is the key to a successful audit relationship. Such a relationship requires that each party understand each other and the purpose of the relationship.

The municipality should expect the audit firm to provide their services in a professional manner. The staff should be experienced and knowledgeable in auditing techniques and municipal financial operations. The auditor must be completely independent of the municipality in both fact and appearance. This independence is essential in order for the auditor to issue an opinion on the financial statements and to provide guidance on difficult financial problems. The auditor also has the right to expect cooperation in the conduct of the audit and to receive assistance whenever feasible.

As part of the on-going communication process, municipal officials (or audit committee) should meet with the auditors on a regular basis to monitor the entire audit process. Areas of discussion include:

- Audit scope to ensure all areas of concern are addressed.
- Review of the progress of the audit and the audit deadlines.
- Any accounting or auditing problems and their solutions as they arise.
- Review of draft financial statements.
- Review of the auditor's recommendations and the municipality's responses.

The municipality should request a formal exit conference before the final release of the audit report is made. Municipal officials and audit supervisors can then discuss the entire audit process and the reports that the auditor will be releasing as well as any problems encountered by either party. Exit conferences help maintain effective communication, provide a check against misunderstandings and avoid surprises that may be contained in the reports.

Management Letters

The auditor's report of comments and recommendations is a letter containing their observations about any weaknesses found in the municipality's internal controls—that is, in its methods of safeguarding assets, ensuring accounting accuracy and promoting adherence to municipal policies and legal requirements. This is the type of information that the auditors will obtain during the course of their audit. The letter should also contain the auditor's recommendations for correcting any problems or weaknesses that were located during the audit process. The report can do much to help a municipality reduce expenditures and improve revenues. Municipalities should specify in their RFPs the scope and content of these "management letters" to help achieve the maximum results from their audit.

The management letter should address the municipality's systems, operations and procedures. The following questions will illustrate typical issues and areas of concern:

- Is information reported on a timely basis and used for control purposes?
- Are statutes, ordinances, policies and bond requirements being complied with?

- Is there proper segregation of duties consistent with staff limitations?
- Are utilities and other enterprise funds self-sufficient and profitable?
- Can the municipality do anything to improve its credit rating?
- Does the letter identify areas of improvements in operations as well as in internal controls?
- Were prior years' recommendations addressed? If not, why?

The quality of the management letter will directly reflect the auditor's skill, the experience and knowledge of municipal financial management. Coopers and Lybrand, in its publication, *The Municipal Audit—Choice and Opportunity*, insists that the auditor selection process is the key to a good report. "Elected officials, by devoting their skills, energy and time to the task of judicious auditor selection, help ensure that their municipality will get the full benefit of a comprehensive report whose recommendations are practicable."

Your community should insist that a management letter be prepared by the auditor. The report is the primary means by which the auditor can help a local government improve its financial management and increase its operating efficiency.

Summary

Independent audits provide many benefits. There's much to be gained from a municipal association with professional independent auditors. To receive these benefits, it is the responsibility of the municipal officers to ensure that this valuable management tool is used to the maximum advantage of the municipality.

The key to a successful audit is the auditor selection process. Careful planning and the use of a sound RFP will allow your municipality to select the independent audits that can best meet your needs and provide quality services at a reasonable cost.

An audit can and should do more than simply satisfy a legal requirement. An audit is an excellent management tool. It should be used to serve the financial information needs of your community. If it does not meet these needs, management should ask why.

RESOLUTION 2019-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA CREATING A CITY OF DAYTONA BEACH SHORES AUDITOR SELECTION COMMITTEE TO IMPLEMENT CONTROLLING STATE LAW; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT CREATION; PROVIDING FOR MEMBERSHIP AND THE COMMITTEE'S PURPOSE, MEMBERSHIP, DUTIES, RESPONSIBILITIES AND MEETINGS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 218, Part III, *Florida Statutes*, contains the *Uniform Local Government Financial Management and Reporting Act*; and

WHEREAS, Section 218.391, *Florida Statutes*, provides that each local government shall establish an auditor selection committee to assist the governing body in selecting an auditor to conduct the annual financial audit required by Section 218.39, *Florida Statutes*; and

WHEREAS, during the recently ended Legislative Session, the Florida Legislature passed Committee Substitute for Senate Bill 7014 (initially codified as Chapter Number 2019-15, *Laws of Florida*) which relates to government accountability and, among other things, requires the City's Auditor Selection Committee to consist of at least 3 members, and at least 1 must be a Member of the City Council who must serve as the Committee's chair and further provides that neither the City Manager nor any other City employee may serve as a member of the Auditor Selection Committee and may only act in an advisory capacity; and

WHEREAS, the term "audit" is defined by Section 11.45, *Florida Statutes*, as encompassing financial, operational and performance audits and the Florida Auditor General's Office describes these audits as follows:

- (1). *Financial audit* means an examination of financial statements in order to express an opinion on the fairness with which they are presented in

conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with auditing standards generally accepted in the United States and government auditing standards as adopted by the Florida Board of Accountancy. Audit requirements for state financial assistance provided by State of Florida agencies to non-State entities are established by the *Florida Single Audit Act*, Section 215.97, *Florida Statutes*. When applicable, the scope of financial audits shall encompass the additional activities necessary to establish compliance with the *Single Audit Act Amendments of 1996*, 31 *United State Code*, Sections 7501 through 7507, and other applicable Federal laws.

(2). *Operational audit* means an audit conducted to evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste and abuse, and in administering assigned responsibilities in accordance with applicable laws, administrative rules, contracts, grant agreements and other guidelines. Operational audits must be conducted in accordance with government auditing standards. Such audits examine internal controls that are designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of financial records and reports, and safeguarding of assets, and identify weaknesses in those internal controls.

3. *Performance audit* means an examination of a program, activity or function of a governmental entity conducted in accordance with applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. The term includes an examination of issues related to a number of defined criteria.

; and

WHEREAS, the City Council has determined that boards and committees and the like within City government be created by resolution as opposed to ordinance except in unusual circumstances or in the event that controlling law requires otherwise; and

WHEREAS, Section 2.11 of the *City Charter of the City of Daytona Beach Shores* relates to the general powers and duties of the City Council and provides that “[a]ll powers of the City shall be vested in the City Council except as otherwise provided by law and this Charter. The City Council shall be responsible for the reasonable exercise of those powers, and shall be required to provide for the performance of all duties and obligations imposed on the city by law” and Section 3.01 of the *City Charter of the City of Daytona Beach Shores* relates to the powers and duties of the City Manager and provides, in pertinent part that “[t]here shall be a City Manager who shall be the chief administrative officer of the City. The Manager shall be responsible to the City Council for the administration of all affairs of the City”; and

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

WHEREAS, the foregoing whereas clauses are hereby adopted as the legislative findings of the City Council.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

- (a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution.
- (b). Although not a land development regulation, this Resolution is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Daytona Beach Shores*.

SECTION 2. CREATION OF CITY AUDITOR SELECTION COMMITTEE; PURPOSE.

- (a). There is hereby established a City of Daytona Beach Shores Auditor Selection Committee to be composed of members appointed by the City Council.
- (b). The purpose of the Auditor Selection Committee is to serve in an advisory capacity to the City Council in the selection of an auditor to conduct the City's annual financial audit and for other purposes as directed by City Council.

SECTION 3. MEMBERSHIP.

The Auditor Selection Committee shall consist of the City Council.

SECTION 4. DUTIES AND RESPONSIBILITIES.

- (a). The Auditor Selection Committee shall select an auditor, in accordance with the provisions of Section 218.391, *Florida Statutes*, and other controlling law, to conduct the City's annual financial audit required by Section 218.39, *Florida Statutes*, and to accomplish such other matters as may be directed by the City Council.
- (b). The Auditor Selection Committee shall monitor the annual City audit and the processes relating to the performance of the annual City audit, review the financial statements prior to completion of the annual City audit, review the results of the annual City audit, evaluate management's proposed corrective action plans to any comments by the City auditors, monitor

those action plans, and evaluate the City auditor's performance and such other performance matters as may be appropriate.

SECTION 5. MEETINGS.

The Auditor Selection Committee shall meet as often as necessary in order to adequately accomplish its duties.

SECTION 6. FUTURE IMPLEMENTING ACTIONS.

(a). The City Manager is assigned the responsibility to take any and all necessary administrative actions that may be desirable or necessary to implement the actions of the Auditor Selection Committee to be taken pursuant to the provisions of this Resolution.

(b). The City Attorney is instructed to assist the Auditor Selection Committee in the implementation of this Resolution.

SECTION 7. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. SAVINGS. The prior actions of the City Council of the City of Daytona Beach Shores in terms of the matters relating hereto, as well as any and all related matters, are hereby ratified and affirmed.

SECTION 9. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise to be invalid, unlawful, or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

CITY MANAGER, MICHAEL T. BOOKER

CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, LONNIE GROOT

Adopted this 24th day of September, 2019.

Posted this 24th day of September, 2019.



CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 24, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Michael Booker, City Manager
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Consideration to approve the purchase of new fire apparatus

SYNOPSIS:

The City went for bids for a new pumper fire truck. We received two responses.

FISCAL IMPACT STATEMENT:

The City has anticipated the purchase of the new fire truck and included \$570,000 for that purpose in the FY2020 budget.

BACKGROUND:

See memo.

LEGAL REVIEW:

The City Attorney has no legal objection to procurements that are accomplished in accordance with laws and policies controlling procurement.

Detail by Entity Name

Foreign Profit Corporation
THE SUTPHEN CORPORATION
Filing Information

Document Number F03000003058 FEI/EIN Number 31-0671786 Date Filed 06/19/2003 State OH Status ACTIVE

Principal Address

6450 Eiterman Road
Dublin, OH 43016

Changed: 04/27/2016

Mailing Address

6450 Eiterman Road
Dublin, OH 43016

Changed: 04/27/2016

Registered Agent Name & AddressCORPORATION SERVICE COMPANY

1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 06/11/2012

Address Changed: 06/11/2012

Officer/Director Detail**Name & Address**

Title President

SUTPHEN, DREW

6450 Eiterman Road
Dublin, OH 43016

Title Treasurer, Secretary, CFO

MALLON, GREGORY P

6450 Eiterman Road
Dublin, OH 43016

Title VP

PHELPS, JULIA S.

6450 Eiterman Road
Dublin, OH 43016

Annual Reports

Report Year	Filed Date
2017	04/25/2017
2018	01/19/2018
2019	01/10/2019

Document Images

[01/10/2019 -- ANNUAL REPORT](#)
[01/19/2018 -- ANNUAL REPORT](#)
[04/25/2017 -- ANNUAL REPORT](#)
[04/27/2016 -- ANNUAL REPORT](#)
[01/02/2015 -- ANNUAL REPORT](#)
[01/02/2014 -- ANNUAL REPORT](#)
[01/02/2013 -- ANNUAL REPORT](#)
[06/11/2012 -- Reg. Agent Change](#)
[01/03/2012 -- ANNUAL REPORT](#)
[02/07/2011 -- ANNUAL REPORT](#)
[01/28/2010 -- ANNUAL REPORT](#)
[01/14/2009 -- ANNUAL REPORT](#)
[06/09/2008 -- Reg. Agent Change](#)
[04/29/2008 -- ANNUAL REPORT](#)
[04/20/2007 -- ANNUAL REPORT](#)
[01/05/2006 -- ANNUAL REPORT](#)
[04/29/2005 -- ANNUAL REPORT](#)
[04/26/2004 -- ANNUAL REPORT](#)

[06/19/2003 -- Foreign Profit](#)

RECOMMENDATION:

Staff request consideration to purchase the truck from Stuphen Corporation.

SUGGESTED MOTION:

I move to approve the purchase of the fire truck in the amount of \$503,402.

ATTACHMENT: 1. Fire apparatus

**DAYTONA BEACH SHORES PUBLIC
SAFETY DEPARTMENT**

CAPITAL EXPENDITURE REQUEST

September 17, 2019

File: PS19-09-02

FUNDING REQUEST

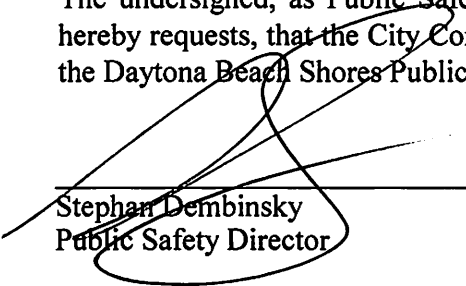
I am requesting the City accept the lowest responsive bid for the new fire engine from Sutphen Corporation. We have negotiated a trade in and a cash discount which will bring the price of the new apparatus to \$503,402.

G9 Pumper

The Department of Public Safety would like to request approval of \$503,402 for the purchase of a G9 Pumper. The G9 body with all options from spec'd truck is \$528,675.

Certification of Compliance:

The undersigned, as Public Safety Director of the City of Daytona Beach Shores, Florida, hereby requests, that the City Commission authorize the appropriation to, and expenditure by, the Daytona Beach Shores Public Safety Department.


Stephan Dembinsky
Public Safety Director

9-18-19
Date