



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING JUNE 23, 2020

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes June 9, 2020
- 7. CONSENT AGENDA:**
 - A. Public Safety May monthly report

- B. Interlocal Animal Control Agreement-Volusia County
- C. Community Services May, 2020 Report
- D. Building Division May, 2020 Report
- E. April Financial Report

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report June 23, 2020

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report June 23, 2020

10. OLD BUSINESS:

- A. Ordinance 2020-07 related to prohibited parking on S. Atlantic Avenue

11. NEW BUSINESS:

- A. Grant of Non-Exclusive Telecommunication Easements to AT&T: 2900 S. Atlantic Avenue (Oceans 25 Townhome Site)
- B. Consideration to cancel the regular meetings scheduled on July 28 and August 25, 2020

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY 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.

MINUTES
CITY COUNCIL MEETING
June 9, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Fred Hiatt, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Presentation by Evergreen Consultants regarding pay and compensation study

Michael Misrahi from Evergreen Solutions gave a presentation to the Council. He explained the goals and methodology on how the compensation and classification study was performed. The market survey was sent to 28 other cities and 18 provided replies. The city is currently slightly ahead of the market for starting minimum wage and just below market for the maximum wage. The firm felt that the current wage structure was well designed and generally in line with the current market. The recommendations provided were: 1) adopt two title changes 2) update existing job descriptions 3) adjust the minimum starting wages by 3% and the maximum wage by 7% 4) re-assign 10 positions to a new salary grade 5) perform a one-time realignment of employee salaries to address compression 6) continue to conduct small scale salary surveys as needed 7) conduct a comprehensive analysis every 5-7 years and 8) revise policies and procedures as needed for the above recommendations. CMBR Frizalone voiced his concern on the presentation and the implementation of the results.

6. APPROVAL OF MINUTES

A. City Council Legal Presentations May 22, 2020

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the minutes from the City Council Legal Presentations May 22, 2020.

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

- B. City Council Minutes May 26, 2020

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the City Council Minutes May 26, 2020.

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

7. CONSENT AGENDA:

- A. Community Services April, 2020 Monthly Report

- B. Building Division Monthly Report, April 2020

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to approve the consent agenda.

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

8. REPORTS OF THE CITY ATTORNEY:

Attorney Becky Vose provided a brief background on the firm and her partners. They were very excited to begin work for the city.

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report June 9

City Manager Michael Booker announced 56 businesses had applied for a county assistance grant. So far, 44 had been approved. Some businesses were denied due to improper documentation provided. He thanked Stacy Conomos for working on the grants. As of June 1, city buildings had re-opened to the public. Protective barriers were installed in both the Finance Department and in Building & Codes. There are some indoor activities beginning in the Community Center. All outdoor activities are now open. He reported that work would begin again on relocating the bocci ball and shuffleboard courts once the maintenance staff had caught up with their routine duties. County Corona Virus stats were given. It seems that Volusia County numbers continue to be lower than the state average. Last, an update on the Halifax Urgent Care facility. They recently held a pre-bid conference and are in the process to pre-qualify contractors. They are behind their proposed schedule due to the recent Covid pandemic.

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. Economic Development Grant Application 12019041: Millie's Kitchen, LLC - Outdoor Dining Gazebo - 3218 S. Atlantic Avenue

City Planner Stewart Cruz reviewed the grant application and criteria. The proposed lease subsidy renovation will be for an outdoor dining gazebo and furniture. The expansion is necessary due to the limited seating area inside. The grant is a 50/50 match with the estimated cost of the project \$38,930. The grant amount would be \$19,465. The proposed grant also provides for a time limit of one year for work completion and a default repayment clause. Additional parking would be allowed by an off-site parking agreement with Westminster Church which is approximately 200 feet away. Staff recommended approval of the grant application.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve Economic Development Grant Application 12019041: Millie's Kitchen, LLC.

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

- B. FY 2019-20 Budget Amendment for Re-entry into Florida Retirement System

Finance Director Kurt Swartzlander explained the need for the budget amendment. This was the city's cost to re-enter the Florida Retirement System. The original estimate was \$380,000 back in the fall. The final figure was \$175,200.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to Adopt Resolution 2020-04 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

- C. Ordinance 2020-07 related to prohibited parking on S. Atlantic Avenue

Vice Mayor Bryan requested the Ordinance be drafted to aid pedestrians entering into the crosswalks. The proposed ordinance will prohibit vehicles from parking/stopping within 20 feet of a crosswalk.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve Ordinance 2020-07 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,

D. Approval of Contract with Vose Law Firm LLP for Legal Services

CMBR Lindauer inquired if a conflict does arise, would the city get a credit on the invoice for that month. Attorney Vose replied, that she didn't foresee any conflict, but if so the firm would hire an attorney for that particular issue.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve Approval of Contract with Vose Law Firm LLP for Legal Services.

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

12. COUNCIL COMMENTS:

CMBR Frizalone reported on the most recent economic development meeting. The site plan for Oceans 25 townhomes is being developed. Staff is reviewing the plans and hope to bring them to a future Planning & Zoning meeting for their approval. He also provided an update on the Treasure Island property. There is a major developer wishing to purchase the property but due to the courts being closed, the date for a hearing is pushed back to August. CMBR Politis stated that he knew of several friends who had marched this past weekend in the local protest on Dunlawton Bridge and they had remarked on how friendly our Public Safety Officers were. Mayor Miller announced that the Coffee with the Mayor would begin again in August. She also explained that the Census committee would be starting soon to visit residents.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Tony Rembiszewski complimented the Public Safety Department for their quick and professional action regarding a vagrant on his condominium property. He also inquired if staff knew whether Bank of America would re-open. It has been noted that the branch does plan to re-open but there is no definite date.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Ordinance 2020-07 for second reading

15. ADJOURNMENT:

The meeting ended at 7:20 pm.

MAYOR

CITY MANAGER

NANCY MILLER

MICHAEL T. BOOKER

ATTEST:

CITY CLERK, CHERI SCHWAB



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 MAY 2020 *sl*

	May-20	20/YTD	May-19	19/YTD
Police Related Calls	2,006	11,552	3,474	15,341
Fire Related Calls	62	241	43	197
Rescue Related Calls	71	367	106	490
Fire Related Alarms Sounding	7	67	9	54
Traffic Citations	216	1,031	765	2,338
Written Warnings	64	233	131	616
Building Inspections	17	133	53	265
Arrests: Adults	40	153	49	301
Juveniles	4	7	1	3
Civil Citations	0	0	19	79
City Ordinance Charges	0	0	0	0
Florida State Statute Charges	83	242	115	609
Accidents: Total	30	66	22	111
Street/Highway	14	41	13	63
Parking Lot	16	42	9	48

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-05-01 through 2020-05-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	451	22.48 %	14.55
MISCELLANEOUS LE CALL	MISC	339	16.90 %	10.94
TRAFFIC STOP	TS	295	14.71 %	9.52
PROPERTY CHECK	PRC	166	8.28 %	5.35
TELEPHONE HANDLE	THC	52	2.59 %	1.68
DISTURBANCE	DIST	46	2.29 %	1.48
SUSP PERSON	SPER	42	2.09 %	1.35
SUSP INCIDENT	SINC	33	1.65 %	1.06
SPECIAL DETAIL	SDL	32	1.60 %	1.03
SUSP VEHICLE	SVEH	30	1.50 %	0.97
MEDICAL EMERGENCY	MED1	23	1.15 %	0.74
RECKLESS DRIVER	RD	21	1.05 %	0.68
INVESTIGATION	INV	19	0.95 %	0.61
NOISE	NOISE	19	0.95 %	0.61
911 CK/OPEN LINE	911CK	17	0.85 %	0.55
MVA	MV	17	0.85 %	0.55
RADAR	RADAR	17	0.85 %	0.55
SUSPECT STOP	SS	17	0.85 %	0.55
DIRECTED PATROL REQUEST	DPR	15	0.75 %	0.48
TRESPASSERS	TRES	15	0.75 %	0.48
ELEVATOR CALL	ELEV	13	0.65 %	0.42
FIGHT	FIGHT	13	0.65 %	0.42
HIT&RUN MVA	MVHR	13	0.65 %	0.42
WALKUP	WALKUP	13	0.65 %	0.42
WARRANT	WAR	12	0.60 %	0.39
FLAG DOWN	FLAG	11	0.55 %	0.35
TOWED VEHICLE	TOW	11	0.55 %	0.35
INFORMATION GIVEN	INFO	10	0.50 %	0.32
THEFT	THEFT	10	0.50 %	0.32
FIRE ALARM	ALARMF	9	0.45 %	0.29
ILLEGAL PARKING	PARK	9	0.45 %	0.29
NARCOTICS	NARC	9	0.45 %	0.29
ASSAULT/BATTERY	ABAT	8	0.40 %	0.26
FRAUD	FRAUD	8	0.40 %	0.26
MEDICAL NON-EMERG	MED2	8	0.40 %	0.26
CIVIL COMPLAINT	CIVIL	7	0.35 %	0.23
FALL- NON EMERGENCY	TRAU3	7	0.35 %	0.23
MEDICAL UNKNOWN	ALARMM	7	0.35 %	0.23
ANIMAL COMPLAINT	AC	6	0.30 %	0.19
FOUND PROPERTY	PROPF	6	0.30 %	0.19
MISSING PERSON	MP	6	0.30 %	0.19
PRISONER TRANS	PT	6	0.30 %	0.19
TRAFFIC CONTROL	TC	6	0.30 %	0.19
TRAUMA EMERGENCY	TRAU1	6	0.30 %	0.19
WELL BEING CHECK	WBC	6	0.30 %	0.19
ASSIST AGENCY	ASSIST	5	0.25 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-05-01 through 2020-05-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
DISABLED VEHICLE	DAV	5	0.25 %	0.16
DOMESTIC DISTURBANCE	DV	5	0.25 %	0.16
DROWNING	DROWN	5	0.25 %	0.16
ROAD OBSTRUCTION	RDOB	5	0.25 %	0.16
VANDALISM	VAND	5	0.25 %	0.16
ATT TO CONTACT	ATC	4	0.20 %	0.13
JUVENILE	JUV	4	0.20 %	0.13
UNCONSCIOUS	UNC	4	0.20 %	0.13
BUSINESS ALARM	ALARMB	3	0.15 %	0.10
CAR BREAK	CB1	3	0.15 %	0.10
CARBREAK	CB	3	0.15 %	0.10
DRUNK DRIVER	DUI	3	0.15 %	0.10
ESCORT	ESCORT	3	0.15 %	0.10
FLEEING DRIVER	FLEE	3	0.15 %	0.10
LOST PROPERTY	PROPL	3	0.15 %	0.10
MENTALLY ILL PER	MIP	3	0.15 %	0.10
SUICIDAL PERSON	SP	3	0.15 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.15 %	0.10
WEAPONS COMPL	WC	3	0.15 %	0.10
BURGLARY ALARM	ALARM	2	0.10 %	0.06
CARDIAC ARREST	CPR	2	0.10 %	0.06
DRUNK PERSON	IP	2	0.10 %	0.06
MVA W/ INJURIES	MVI	2	0.10 %	0.06
REPOSSESSED VEH	REPO	2	0.10 %	0.06
SHOPLIFTING	SHOP1	2	0.10 %	0.06
STOLEN VEHICLE	SV	2	0.10 %	0.06
WALK & TALK	WT	2	0.10 %	0.06
ZONE ACCOUNTABILITY PATR	ZAP	2	0.10 %	0.06
BOAT EMERGENCY	BOATE	1	0.05 %	0.03
BOLO	BOLO	1	0.05 %	0.03
BURG/RESO	BURGR	1	0.05 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.05 %	0.03
DEAD PERSON	DEAD	1	0.05 %	0.03
DEPOSITS	DEP	1	0.05 %	0.03
ELEVATOR EMER W/INJURIES	ELEV	1	0.05 %	0.03
FALL - NON EMERGENCY	FALN	1	0.05 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.05 %	0.03
FIRST AID CALL	FAID	1	0.05 %	0.03
HARRASSING CALLS	HCALL	1	0.05 %	0.03
LOST/FOUND PET INFO	PET	1	0.05 %	0.03
MENTALLY/EMOTIONAL	MIP1	1	0.05 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.05 %	0.03
MVA HIT/RUN W HAZ	MVHRH	1	0.05 %	0.03
MVA UNK INJURIES	MVUNK	1	0.05 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.05 %	0.03
OPEN DOOR	OPD	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-05-01 through 2020-05-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
OVERDOSE/POISONING	OD	1	0.05 %	0.03
RECOVERED SIG 10	SVR	1	0.05 %	0.03
SHOOTING	SHOOT	1	0.05 %	0.03
SMOKE IN STR W/INJURIES	SMF	1	0.05 %	0.03
STROKE / CVA	CVA	1	0.05 %	0.03
STRUCTURE FIRE	SF	1	0.05 %	0.03
THREATENING CALL	TCALL	1	0.05 %	0.03
WATER RESCUE	WATER	1	0.05 %	0.03
WELL BEING CHECK MEDICAL	WBCF	1	0.05 %	0.03
TOTAL CALLS:		2,006	100.00%	64.71

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

MAY 2020 STATISTICS

FIRE CALLS				CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
ENGINE RESPONSE	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
STRUCTURE FIRES	0	0	0	2	0	0	1	0	0			
HAZARDOUS CONDITIONS	2	2	0	7	3	0	15	6	2			
VEHICLE FIRES	0	0	0	0	0	0	0	0	0			
BOAT FIRES	0	0	0	0	0	0	0	0	0			
OTHER FIRES NOT LISTED	1	0	0	3	1	0	5	3	2			
VEHICLE CRASHES W/ENGINE RESPONSE	1	0	0	2	1	0	6	0	0			
SERVICE CALLS	33	4	2	122	18	6	80	23	3			
FIRE ALARMS	7	0	0	53	2	0	52	2	3			
CANCELLED EN ROUTE	8	6	3	38	18	12	31	10	10			
TOTALS	52	12	5	227	43	18	190	44	20			

CURRENT MONTH ESTIMATED FIRE DAMAGES

CITY: \$1,000
COUNTY: \$0
MUTUAL AID: \$0

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	1	1	11	17	20	47
HOTEL/MOTEL	1	0	10	13	29	34
ASSEMBLY	0	0	2	0	3	4
MERCANTILE	0	0	5	4	7	8
RESTAURANT	0	1	4	2	6	2
BUSINESS	2	0	7	0	39	15
OTHER	2	0	17	0	34	0
CONSTRUCTION	6	3	31	4	27	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	0	6	0	9	8
TOTALS	12	5	93	40	174	118

PLANS EXAMINATION HOURS:8 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

MAY 2020 STATISTICS

EMS CALLS

CURRENT MONTH

YEAR TO DATE

PRIOR YEAR

	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	33	8	1	185	49	2	250	41	8
BLS CALLS	19	10	0	116	40	7	149	33	7
TOTALS	52	18	1	301	89	9	399	74	15

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND
THE CITY OF DAYTONA BEACH SHORES FOR SUPPLEMENTAL OPERATIONAL
ASSISTANCE AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this 23RD day of June, 2020, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and the CITY OF DAYTONA BEACH SHORES, a municipal corporation of the State of Florida (hereinafter referred to as the “City”), each one consisting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Parties presently maintain and operate animal control services;

WHEREAS, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend supplemental operational assistance and voluntary cooperation in the form of animal control services and resources to adequately respond to intensive situations, including but not limited to, the seizure of animals; criminal investigations involving animals; and declared disasters requiring pet sheltering;

WHEREAS, the Parties to this Agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as set forth in Section 163.01, *et.seq.*, Florida Statutes, to make efficient use of their respective powers, resources, authority, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in a manner that will best utilize existing resources, powers, and authority available to each of them; and

WHEREAS, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering during declared disasters.

NOW, THEREFORE, incorporating the above recitals as if stated herein, it is agreed by and between the parties that each of the parties shall assist the other pursuant to the following stipulations, provisions, and conditions:

1. **Purpose and Intent.** The County agrees to provide supplemental operational assistance and voluntary cooperation to the City for animal control services relating to specified violations of Florida Statutes, including but not limited to animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

2. **Provisions for Supplemental Operational Assistance.** The Parties' will provide primary animal control services within their respective jurisdictions. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified herein.
3. **Incidents Eligible for Supplemental Operational Assistance.** The County will provide supplemental operational assistance to the City in response to the following:
 - A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.
 - B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.
 - C. Animal search and rescue and pet sheltering during a declared local state of emergency.
 - D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low-cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.
4. **Procedure for Requesting Supplemental Operational Assistance.** In the event that the City needs assistance as set forth above, an authorized representative shall notify the County Animal Control Services Director, or designee. The County's Animal Control Services shall: (a) evaluate the situation and the request; (b) evaluate its available resources; (c) consult with supervisors as necessary; and (d) respond to the City in an appropriate manner. The County Animal Control Services may determine who is authorized to lend assistance in its jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to grant supplemental operational assistance may be made verbally or in writing as the particular situation dictates.
5. **Command and Supervisory Responsibility.** In the event County Animal Control Services provides supplemental operational assistance to the City Animal Control Services, the County Animal Control Services will establish incident command and manage the incident in accordance with established procedures until mitigation of the incident or relieved by an officer having authority within the jurisdiction where the incident occurred.
6. **Duties and Level of Service.**
 - A. No department, officer, or employee of the Parties shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
 - B. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each Party.

- C. Disputes or disagreements as to the level of service and/or standards of performance shall be reported by the complaining party to the animal control services director, or designee, of the Party provided the service or took the action from which the complaint arose.
 - D. For the purposes of responding to disputes or disagreements regarding the level of services or the standards of performance required hereunder, the decision of the animal control services director of each Party, as set forth in writing, shall be final and conclusive with respect to the agency represented, subject to the conflict resolution procedures provided in Paragraph 8 herein.
 - E. Animal related incidents not listed in Paragraph 3 above, shall be handled by the respective jurisdiction.
7. **Employee Status.** Persons employed by a Party in the performance of services and functions pursuant to this Agreement shall have no claim on the other Party for pension, workers' compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other Party.
8. **Liabilities and Responsibility of Parties.**
- A. Nothing in this Agreement shall be interpreted, construed, or deemed to cause either Party to assume any liability for the acts or omissions of the officers, employees or any other personnel of any other Party in contravention of the statutory prohibitions contained in Section 768.28(19), Florida Statutes.
 - B. Nothing in this Agreement shall be deemed to be a waiver of, or to otherwise affect any of the privileges or immunities from liability, exemptions from laws, ordinances or rules, or any of the pension, disability, workers' compensation or other benefits which each of the Parties and their respective officers, employees and other personnel enjoy by operation of law, contract or otherwise.
 - C. Except as herein otherwise provided, all liability for injury or death to personnel, and for loss of or damage to equipment, shall be borne by the Party employing such personnel or owning such equipment, and all Parties shall carry sufficient insurance, or shall otherwise be sufficiently self-insured to cover all such liabilities and damages for themselves.
 - D. The County and the City agree to share both unique and common emergency response resources for the purpose of providing expeditious and effective emergency service delivery to County and City citizens alike. Because the services provided by both the County and City are reciprocal in nature, each Party shall bear the costs of providing such services and neither Party shall owe any monetary payments or reimbursements to the other for personnel, equipment, or fuel or other expendable supplies provided pursuant to this Agreement.
 - E. Regardless of anything set forth in any other part of this Agreement, each Party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either Party beyond any statutorily limited waiver of immunity or those limits of liability which have been or may be adopted by the Florida Legislature. Furthermore, the cap on the amount and liability of either Party for damages, losses, attorney's fees and costs,

regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section or this Agreement shall be interpreted to inure to the benefit of any third party for the purpose of allowing any claim against either Party, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- F. Neither Party is authorized or empowered to act as agent for the other for any purpose and will not on behalf of the other enter into any agreement, contract, warranty, or representation as to any matter. Neither will be bound by the acts or conduct of the other, nor be bound to any obligations of the other in any other agreement entered into by the other.
9. **Conflict Resolution.** If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Section 164.101, *et. seq.*, Florida Statutes. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Volusia County. In the event of any litigation or dispute between the parties arising out of this Agreement, each party will bear its own attorneys' fees and costs.
10. **Effective Date and Termination.** This Agreement shall become effective on the date executed by the last of the parties hereto and shall continue for five (5) years thereafter. This Agreement shall automatically renew for one (1) additional five (5) year period. Any party may terminate this Agreement prior to its stated expiration date by giving the other party at least one hundred eighty (180) days advance written notice.
11. **Notices.** All notices required by this Agreement, or any notice sent pursuant to this Agreement, shall be sent by Certified United States Mail, Return Receipt Requested, to the animal control services director for the respective party, except that a notice of cancellation pursuant to Paragraph 10 shall also be delivered by Certified United States Mail, Return Receipt Requested, to the respective City or County Manager of the Parties.
12. **Severability.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.
13. **Entire Agreement.** This Agreement, including exhibits attached hereto, embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.
14. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
15. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.
16. **Authorization.** Pursuant to this Agreement, each party hereby authorizes the other party to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Ed Kelley
County Chair

Dated: _____

ATTEST:

CITY OF

[NAME]
City Manager

[NAME]
Mayor

Dated: _____

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - MAY 2020

FACILITIES MAINTENANCE DIVISION:

Currently two 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. One of the employees has janitorial type duties, like emptying the trash and cleaning the bathrooms, vacuuming, 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:

This division continued to work on a split shift schedule and due to reduction and reorganization in force this division is down to only one janitorial worker.

PARKS/STREETS DIVISION:

Currently short one position, eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, upkeep 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 working a split shift and although we lost one of our parks/streets workers, an employee from another division transferred into this division so we are still only one position short. They started replacing plants, flowers and flags as needed throughout the city properties and helped get the new senior center director's office set up and ready for re-opening. The electrician assisted in the installation of a new generator at city hall, rewired some of the electric at the court of flags and pavilion, assisted with the new traffic signal installed at Liberty Street and handling 35 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 continued a split shift work schedule, re-painted a couple stations, replaced a valve on the station 5 bypass pump, installed a new exhaust on the new city hall generator and replaced back flow handles at many stations. They also installed a new rebuilt pump at station 4 after last month's problems and a lightning strike this month, handled 6 animal control calls, 4 pool readings and 43 sewer line locates during this month.

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – May, 2020

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2
 Submitted this Fiscal Year: 7
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 6
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Walker Residence	3051 South Atlantic Avenue, Unit 201	5/1	Remove and replace 4 windows	\$15,150.00	\$109.00
Cliver Residence	3051 South Atlantic Avenue, Unit 203	5/1	Remove and replace 2 windows	\$11,517.00	\$87.40
Grubbs Residence	3015 South Atlantic Avenue, Unit 304	5/1	Remove and replace 4 windows	\$19,534.00	\$123.00
Morton Residence	3051 South Atlantic Avenue, Unit 501	5/1	Remove and replace 4 windows	\$14,703.00	\$104.50
Popp Residence	3051 South Atlantic Avenue, Unit 504	5/1	Remove and replace 4 windows	\$19,534.00	\$123.00
Hogan Residence	3051 South Atlantic Avenue, Unit 506	5/1	Remove and replace 4 windows	\$14,387.00	\$104.50
Caro Residence	3051 South Atlantic Avenue, Unit 601	5/1	Remove and replace 4 windows	\$15,150.00	\$109.00
Blau Residence	3051 South Atlantic Avenue, Unit 602	5/1	Remove and replace 3 windows	\$11,643.00	\$87.40
Edgar Residence	3051 South Atlantic Avenue, Unit 701	5/1	Remove and replace 4 windows	\$14,387.00	\$104.50
Santoro Residence	3051 South Atlantic Avenue, Unit 702	5/1	Remove and replace 3 windows	\$10,880.00	\$81.70
Young Residence	3051 South Atlantic Avenue, Unit 705	5/1	Remove and replace 3 windows	\$10,880.00	\$81.70
Graves	3051 South Atlantic Avenue,	5/1	Remove and replace 4	\$16,966.00	\$112.50

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Residence	Unit 1101		windows		
Tramonte Residence	3051 South Atlantic Avenue, Unit 112	5/1	Remove and replace 3 windows	\$10,880.00	\$81.70
Maddron Residence	3051 South Atlantic Avenue, Unit 1201	5/1	Remove and replace 4 windows	\$16,966.00	\$112.50
Berube Residence	3051 South Atlantic Avenue, Unit 1203	5/1	Remove and replace 4 windows	\$18,934.00	\$119.50
Luczycki Residence	3051 South Atlantic Avenue, Unit 1204	5/1	Remove and replace 4 windows	\$18,483.00	\$119.50
Odom Residence	3051 South Atlantic Avenue, Unit 1205	5/1	Remove and replace 3 windows, 1 sliding glass door	\$15,935.00	\$109.00
Tucker Residence	3051 South Atlantic Avenue, Unit 1403	5/1	Install 4 windows	\$18,483.00	\$119.50
Smith/Blaylock Residence	3051 South Atlantic Avenue, Unit 1406	5/1	Remove and replace 4 windows	\$15,466.00	\$109.00
Manchanda Residence	3051 South Atlantic Avenue, Unit 1504	5/1	Remove and replace 2 windows	\$10,465.00	\$81.70
Morton Residence	3051 South Atlantic Avenue, Unit 1603	5/1	Remove and replace 4 windows and 1 sliding glass door	\$23,945.00	\$204.49
Ferrer Residence	3051 South Atlantic Avenue, Unit 1605	5/1	Remove and replace 4 windows	\$18,935.00	\$119.50
Tromblero/Lowy Residence	3051 South Atlantic Avenue, Unit 1702	5/1	Remove and replace 3 windows	\$12,243.00	\$93.10
Dranishnikov Residence	3051 South Atlantic Avenue, Unit 1704	5/1	Remove and replace 4 windows	\$18,935.00	\$119.50
Jadaan Residence	3051 South Atlantic Avenue, Unit 1706	5/1	Remove and replace 4 windows	\$14,703.00	\$104.50
Skidmore Residence	3051 South Atlantic Avenue, Unit 1902	5/1	Remove and replace 3 windows	\$11,643.00	\$87.40
Hanna Residence	3051 South Atlantic Avenue, Unit 1904	5/1	Remove and replace 4 windows	\$10,960.00	\$81.70
Quimby Residence	3051 South Atlantic Avenue, Unit 1905	5/1	Remove and replace 3 windows	\$10,880.00	\$81.70
O'Donnell Residence	3051 South Atlantic Avenue, Unit 1906	5/1	Remove and replace 4 windows	\$16,876.00	\$112.50
Burke Residence	3051 South Atlantic Avenue, Unit 2104	5/1	Install 4 new windows	\$18,934.00	\$119.50
McArthur Residence	3051 South Atlantic Avenue, Unit 2202	5/1	Remove and replace 3 windows	\$10,880.00	\$81.70
Chase Bank	2970 South Atlantic Avenue	5/6	HVAC install, RTU's, ductwork, diffusers, exhaust	\$100,000.00	\$489.54
Castaways Beach Resort	2043 South Atlantic Avenue	5/7	Install new conduit and wire from panels to 24 units	\$35,000.00	\$154.00
Sheth Residence	2 Oceans West Boulevard, Unit 602	5/7	Install 3 roll down motorized hurricane shutters	\$14,000.00	\$146.20
Day Residence	2 Oceans West Boulevard, Unit 1203	5/7	Install 3 roll down motorized hurricane shutters	\$21,069.00	\$193.00
Oceans Six	2967 South Atlantic Avenue	5/7	Remodel men's and	\$13,500.00	\$146.20

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Condo			women's pool area bathrooms		
Smith Residence	2910 South Peninsula Drive	5/7	Replace 31 squares on flat roof	\$12,575.00	\$137.65
Van Dexter Residence	3 Oceans West Boulevard, Unit 4A2	5/11	Remodel kitchen and 2 bathrooms	\$23,500.00	\$204.49
Trigild, Inc	2025 South Atlantic Avenue	5/15	Replace ground floor post shores, 2 security doors	\$38,000.00	\$283.82
Lindholm Residence	2 Oceans West Boulevard, Unit 1408	5/15	Install 3 roll down hurricane shutters	\$17,500.00	\$172.20
Mounts Residence	2967 South Atlantic Avenue, Unit 1701	5/15	Remodel kitchen, replace kitchen and bathroom cabinets	\$25,000.00	\$209.87
Sherwin Condo	2555 South Atlantic Avenue	5/18	Replace modified bitumen roof	\$689,290.00	\$2,673.50
Hayden Residence	3023 South Atlantic Avenue, Unit 404	5/19	Replace 4 sliding glass doors	\$21,593.00	\$193.73
Hayden Residence	3023 South Atlantic Avenue, Unit 304	5/19	Replace 4 sliding glass doors	\$21,593.00	\$193.73
DiMucci Twin Towers South	3315 South Atlantic Avenue	5/20	Replace impact storefront	\$10,900.00	\$120.55
Arvin Residence	2947 South Atlantic Avenue, Unit 1002	5/20	Replace impact window and sliding glass door	\$11,900.00	\$129.10
DiMucci Twin Towers North	3311 South Atlantic Avenue	5/20	Replace impact storefront	\$10,900.00	\$120.55
Millie's Restaurant	3218 South Atlantic Avenue	5/27	Build new gazebo and patio area	\$20,000.00	\$182.96
Schapker Residence	3855 South Atlantic Avenue, Unit 295	5/28	Remodel kitchen and 2 bathrooms	\$38,000.00	\$283.82
Beach Bagel Café	3344 South Atlantic Avenue	5/29	Build pergola in front of building	\$12,000.00	\$129.10
Blue Surf Condo	3831 South Atlantic Avenue	5/29	Upgrade existing fire alarm system	\$121,000.00	\$756.14
Mayberry Residence	2902 River Point Drive	5/29	Reroof shingle roof	\$11,900.00	\$129.10
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$1,738,497.00	\$10,335.44

Building Division Revenue by Permit Category:

PERMIT TYPE	MAY 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	MAY 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
BUILDING	\$8,188.11	\$100,531.98	\$15,494.56	\$94,083.06
ROOF	\$3,035.15	\$11,659.90	\$560.00	\$13,237.74
DEMOLITION	\$0.00	\$240.00	\$0.00	\$0.00
ELECTRICAL	\$1,770.64	\$17,527.48	\$4,555.71	\$17,054.18

MECHANICAL	\$2,853.69	\$17,202.85	\$3,850.09	\$22,004.21
PLUMBING	\$1,361.75	\$17,809.17	\$1,787.80	\$19,785.96
SIGN	\$54.50	\$1,750.56	\$54.50	\$1,673.03
POLITICAL SIGN BONDS	\$0.00	\$220.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$230.50	\$2,480.50	\$326.00	\$1,553.94
DEVELOPMENT FEES	\$220.00	\$3,302.90	\$0.00	\$3,950.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$17,714.34	\$172,725.34	\$26,629.21	\$173,342.12

Building Division Activities:

ACTIVITY	MAY 2209	FISCAL YEAR-TO-DATE 2019 TO 2020	MAY 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
INSPECTIONS	197	1873	247	1806
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	82	1053	179	1276
FAILED INSPECTIONS	4	109	25	183

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

Projects Begun Current Fiscal Year-to-Date – 2019 to Present: \$19,755,876.00

Projects Begun Last Fiscal Year – 2018 to 2019: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2017 to 2018: \$24,944,320.00

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending April, 2020

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$10,470,906	\$7,610,370	\$2,860,536	27%
General Obligation Debt Service	\$2,611,453	\$2,260,723	\$350,730	13%
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$13,082,359	\$9,871,093	\$3,211,266	25%
Sewer Fund Operations	\$1,607,591	\$1,699,466	(\$91,875)	-6%
Sewer Fund Restricted Impact Fee	\$6,147	\$0	\$6,147	100%
Sewer Fund Sub-Total	\$1,613,738	\$1,699,466	(\$85,728)	-5%
TOTAL ALL FUNDS FISCAL YTD	\$14,696,097	\$11,570,559	\$3,125,538	21%

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$23,640,765	\$19,538,383	\$4,102,382	21%
Sewer Fund	\$9,617,931	\$8,822,009	\$795,922	9%
Sub-Total Operating Funds	\$33,258,696	\$28,360,392	\$4,898,304	17%
Gen. Obligation [GO] Construction & Debt	\$2,250,101	\$2,404,565	(\$154,464)	-6%
TOTAL ALL FUNDS	\$35,508,796	\$30,764,957	\$4,743,839	15%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$19,825,816)	(\$8,615,516)	
Add Back for Current Year CS Construction Expense	\$0	N/A	
Historical Mean Projected Remaining Cash Flow	(\$2,906,258)	\$540,230	
PROJECTED FYE NORMALIZED CASH FLOW	(\$22,732,074)	(\$8,075,286)	(\$30,807,360)

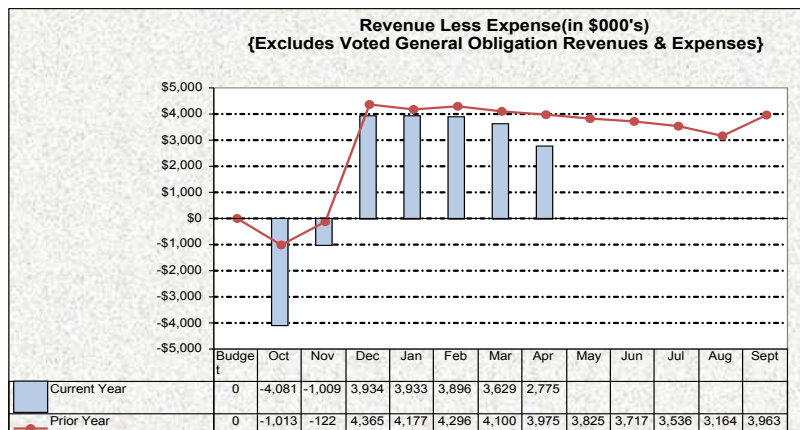
Saleable Investment Propertie(s): (Cost Basis)	
2608-12 S. Atlantic Ave.*	\$917,535

* This property is currently producing rental income.

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

NON-G.O. FUNDS	April, 2020		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	\$15,447	\$10,471	\$10,510	(\$39)	0%
Utility Fund	\$3,500	\$1,614	\$1,356	\$258	19%
Total Revenues & Appropriations	\$18,947	\$12,085	\$11,866	\$219	2%
Expenses ('000s)					
General Fund Less Capital	\$13,503	\$6,853	\$6,596	(\$257)	-4%
General Fund Capital	\$1,945	\$758	\$95	(\$663)	-699%
Utility Fund	\$3,500	\$1,699	\$1,212	(\$488)	-40%
Total Expenses & Appropriations	\$18,947	\$9,310	\$7,903	(\$1,407)	-18%
Revenue Less Expense ('000s)					
General Fund	\$0	\$2,861	\$3,819	(\$958)	
Utility Fund	\$0	(\$86)	\$144	(\$229)	
Revenue Less Expense	\$0	\$2,775	\$3,963	(\$1,188)	

VOTED GENERAL OBLIGATION	April, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$2,889	\$2,611	\$2,692	(\$81)	-3%
General Obligation Expense	\$2,889	\$2,261	\$2,249	(\$11)	0%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$351	\$443	(\$92)	



Prior Year (No G.O.)	Current Year	Prior Yr
Budget	0	0
Oct	(4,081)	(1,013)
Nov	(1,009)	(122)
Dec	3,934	4,365
Jan	3,933	4,177
Feb	3,896	4,296
Mar	3,629	4,100
Apr	2,775	3,975
May		3,825
Jun		3,717
Jul		3,536
Aug		3,164
Sept		3,963

General Fund Detail Budget Report

	April, 2020		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	8,378,100	7,588,824	7,633,719		(44,894)	-1%
Business Taxes	101,900	97,243	103,681		(6,438)	-6%
Utility Taxes	1,089,100	510,467	524,678		(14,211)	-3%
Permits & Franchise Fees	950,400	378,256	391,150		(12,893)	-3%
Intergovernmental	816,500	293,841	329,324		(35,484)	-11%
Donations	0	0	0		0	
Charges for Services	1,493,600	1,035,213	928,174		107,038	12%
Fines & Forfeitures	103,200	55,355	65,233		(9,878)	-15%
Non-G.O Interest	154,700	81,630	120,199		(38,569)	-32%
Unrealized Investment G/(L)	0	0	0		0	
Miscellaneous & Fixed Asset Sales	47,500	13,519	19,381		(5,862)	-30%
Internal Services	715,000	416,558	394,450		22,108	6%
Non G.O. Transfer In-Fund Balance	1,597,400	0	0		0	
Non-G.O. Gen. Fund Revenue	\$15,447,400	\$10,470,906	\$10,509,989		(\$39,084)	0%
Operating Expenditures						
Excluding CAPITAL Expense						
Legislative	207,800	88,457	73,630		(14,827)	-20%
Executive	574,500	328,935	394,325		65,390	17%
Finance	585,700	353,790	340,612		(13,178)	-4%
Legal Counsel	168,600	62,605	55,163		(7,441)	-13%
Comp. Planning	134,600	69,110	63,968		(5,142)	-8%
Other Gov't Services	268,700	155,006	169,277		14,271	8%
Public Safety-Admin/CID	1,774,700	1,007,891				0
Public Safety-Patrol/Rescue	3,874,400	2,023,063				0
Public Safety-Auto Maint.	141,600	84,596				0
Public Safety Operations	5,790,700	3,115,550	3,009,151		(106,399)	-4%
Building Dept.	550,100	318,015	285,659		(32,356)	-11%
Phy. Envir. -- Solid Waste/Recycle	1,131,300	581,624	471,286		(110,338)	-23%
Public Works-Admin	262,100	155,392				
Public Works-Bldg. Maint.	281,600	130,493				
Public Works-Streets	694,500	335,333				
Public Works Operations	1,238,200	621,218	585,446		(35,773)	-6%
Inventory	0	567	0		(567)	
Benefit Termination Payout	29,400	0	16,377		16,377	100%
Parks & Rec	439,900	213,111	161,140		(51,971)	-32%
Community Center	177,700	93,128	99,111		5,983	6%
Senior Center	161,700	63,688	90,933		27,246	30%
Contingency/Transfers	1,227,700	0	0		0	
Long-Term Debt	816,000	788,015	780,174		(7,841)	-1%
Non-G.O. Operations Expense	13,502,600	6,852,817	6,596,252		(\$256,565)	-4%
Non-G.O. CAPITAL Expense	1,944,800	757,553	94,779		(\$662,774)	
Total Non-G.O. Expense	15,447,400	7,610,370	6,691,031		(\$919,339)	
Non-G.O. Revenue Less Expense	\$0	\$2,860,536	\$3,818,959		(\$958,423)	-25%
General Obligation (G.O.) Debt Service						
Debt Service Ad-Valorem Revenue	2,875,800	2,608,522	2,685,672			
Debt Service Interest Revenue	13,200	2,931	6,422			
UG Utils- Debt Service Expense	2,889,000	2,260,723	2,249,488			
G.O. Revenue Less Expense	\$0	\$350,730	\$442,606			
G.O. Construction						
Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0			
Streetscape. - Construction Expense	0	0	0			
G.O. Construction Rev. Less Exp.	\$0	\$0	\$0			

Utility Fund Detail Budget Report

	April, 2020		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	\$3,409,000	\$1,577,081	\$1,268,737	\$308,344	24%
Interest	74,000	30,510	37,926	(7,416)	-20%
Sale of Fixed Assets / Misc.	0	0	0	0	
Total Operating Revenues	\$3,483,000	\$1,607,591	\$1,306,663	\$300,928	23%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,483,000	\$1,571,878	\$1,339,400	(\$232,478)	-17%
- Less Debt Service Principal [a]		127,589	(127,589)		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,483,000	\$1,699,466	\$1,211,811	(\$232,478)	-19%
Operations Margin	\$0	(\$91,875)	\$94,852		
% Gain/(Loss)		-5%			

Impact Fee Revenues					
Sewer Impact Fees	16,000	5,950	\$48,525	(\$42,575)	-88%
Impact Fee Interest	700	197	368	(170)	-46%
Total IF Revenue	\$16,700	\$6,147	\$48,893	(\$42,745)	-87%
Impact Fee Expense					
Sewer Impact Fee Exp	16,700	0	\$0	\$0	
Total IF Expense	\$16,700	\$0	\$0	\$0	
Impact Fee Margin	\$0	\$6,147	\$48,893	(42,745)	-87%
% Gain/(Loss)		100%			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,499,700	\$1,613,738	\$1,355,556	\$258,183	
TOTAL FUND Expense	\$3,499,700	\$1,699,466	\$1,211,811	(\$487,656)	
FUND Revenue Less Expense	\$0	(\$85,728)	\$143,745	(\$229,473)	

[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
April, 2020

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance	Munis Financial Software	107,000	45,117
5210 Pub. Safety Admin	CID Vehicle 1	34,500	31,485
5211 Patrol/Fire/Rescue	Patrol Vehicle (2)	82,500	0
	Motorcycles (2)	52,400	0
	Firetruck	570,000	555,737
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Bldg. Maint	PS AC Repairs	23,000	0
	PS Transfer Switch Replacement	11,900	8,762
	PS Replacement Gutters	15,000	0
	PS Roof Replacement	275,000	0
	Chiller Replacement	185,300	0
	CH Generator Replacement	55,000	49,338
5413 Pub. Works Streets	PS Traffic Signal	25,000	7,585
	Vehicle	28,000	25,747
	<i>Gas Tax Financed</i>		
	<i>Appropriated Road Improvements</i>	60,000	0
	<i>Crosswalks</i>	73,200	0
5720 Parks	Bocce/Tennis Court Improvements	136,000	12,518
5751 Community Center	Microphone System		
5752 Senior Center	Demolition Old Building	211,000	21,264
GENERAL FUND TOTAL		1,944,800	757,553
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	14,140
	EQUIPMENT		
	Generator Station 5	66,000	0
	Transfer Switch Station 5	35,000	0
	New Vactron	210,000	0
	Generator Master Station	107,000	105,897
	Sewer Locator	17,000	0
	Capital Offset to Depreciation Exp	(3,010,000)	(120,037)
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		1,944,800	757,553

INVESTMENT REPORT
April, 2020

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. & Agency	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: April, 2020

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	\$537	0.77%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	\$537	0.77%	0%
TOTAL SBA					\$1,074		0.0%
Bank of America	004537065882	Cash	CASH	Working Cash	\$11,362,415	0.15%	32%
Bank of America	898013183744	Cash	CASH	UG Util Building	\$2,250,101	0.15%	6%
Bank of America	005562564319	Cash	CASH	Sewer Operating	\$4,319,148	0.15%	12%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	\$106,099	0.15%	0%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	\$5,192,147	0.50%	15%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	\$10,499,992	0.50%	30%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	\$1,777,820	0.50%	5%
TOTAL BANKS					\$35,507,722		100.0%

TOTAL CURRENT VALUE @ PERIOD END	\$35,508,796
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	0.00%

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	\$2,250,101	(\$148,742)	(\$154,464)	(\$7,668)
General Fund (excl. G.O. Funds)	\$23,640,765	\$960,478	\$4,102,382	\$6,072,717
Sewer Fund	\$9,617,931	(\$32,643)	\$795,922	\$165,320
TOTAL	\$35,508,796	\$779,093	\$4,743,839	\$6,230,369
Percent Change for Current	N/A	2.2%	15.4%	21.3%

vs. last month	vs. PY YTD	vs. PY End
March-20	Prior Fscd YTD	Pr FY End
2,398,843	\$2,404,565	2,257,769
22,680,286	\$19,538,383	17,568,047
9,650,575	\$8,822,009	9,452,611
34,729,703	\$30,764,957	\$29,278,427
ok	ok	ok

Portfolio Report
April, 2020

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)	\$537	0.77%	\$537	\$0	\$4
BoA	Cash-Pool Cash Account (5882)	\$13,715,150	0.15%	\$13,715,150.37	\$0	\$20,573
	Contraband Pool Cash in 5882	\$29,109		\$29,109.02	\$0	\$0
	Pool Cash Due to Sewer Fund			(\$2,531,015)		\$0
	Economic Development			\$149,171		\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$2,250,101	0.15%	\$2,250,101	\$0	\$3,375
Seacoast	Cash-Pool Cash Account (0706)	\$10,499,992	0.50%	\$10,499,992	\$0	\$52,500
Seacoast	Cash-Loan Reserve (3566)	\$1,777,820	0.50%	\$1,777,820	\$0	\$8,889
ALL GENERAL FUND			0.33%	\$25,890,865	\$0	\$85,341
PRIOR MONTH				\$25,079,129		

ok

SEWER OPERATING						
SBA	Investment (032)	\$537	0.77%	\$537	\$0	\$4
BoA	Cash (4319)	\$1,788,132	0.15%	\$1,788,132	\$0	\$2,682
Seacoast	Cash (4966)	\$5,192,147	0.50%	\$5,192,147	\$0	\$25,961
	Cash-Pool Cash Due From Gen. Fund			\$2,531,015		\$0
ALL SEWER OPERATING FUND			0.30%	\$9,511,832	\$0	\$28,647
PRIOR MONTH				\$9,544,477		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$106,099	0.15%	\$106,099	\$0	\$159
	Cash-Pool Cash Due From Gen. Fund			\$0		\$0
ALL SEWER IMPACT			0.15%	\$106,099	\$0	\$159
PRIOR MONTH				\$106,097		

ALL FUNDS		0.32%	\$35,508,796	\$0	\$114,147.29
PRIOR MONTH			\$34,729,703		
MONTHLY CHANGE			\$779,093		
MONTHLY CHANGE %			2.2%		



Article II, Section 8, *Constitution of the State of Florida*: ***“Ethics in government.—A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.”***

“Life is better here.”

**City Council Agenda Memorandum June 23,
2020 Agenda**

To: Honorable Mayor and Members of the City Council
Copies To: Mike Booker, City Manager
Cheri Schwab, City Clerk
From: Becky Vose, City Attorney
Date June 16, 2020
Subject: City Attorney Report

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of June 9, 2020. Please advise if you have any questions, comments or concerns relative to these matters.

(1). Attorney General Opinion – re: Firefighter Benefits for Public Safety Officers

Received the Attorney General Opinion regarding the following question:

Are the City’s Public Safety Officers, who serve both as firefighters and law-enforcement officers, eligible for the benefits provided in section 112.1816, Florida Statutes.

The summary of the Attorney General’s response is thus:

The City’s Public Safety Officers whose primary responsibilities are law enforcement rather than firefighting are not eligible for benefits provided to firefighters under section 112.1816, Florida Statutes.

Essentially, unless the individual officer’s duties are as a “full-time firefighter,” the officer is not eligible for the benefits in s. 112.1816, F.S., but the full-time firefighter status does not affect other benefits, such as those found in ss. 112.18 and 112.1815, F.S. The full opinion is attached.

(2). Oceans 25 AT&T Easements

Reviewed and approved two easements for AT&T for the Oceans 25 property. The easements were drafted some time ago but it is unclear if they were ever signed by the interested parties, and there is no evidence that they were ever recorded. Public Works has verified that these easements will not impact city utilities. The easements will clear the way for telecommunications at the new development once the property is sold to the developers.

(3). 109 Dunlawton Boulevard Amendment to Development Agreement

Reviewed and approved an amendment to the existing development agreement concerning the property located at 109 Dunlawton Boulevard. The proposed amendment is necessary to accommodate revisions made to the scope of the development and uses in the City's alley to the north.

Respectfully, submitted,

/s/ Becky Vose, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

Phone (386) 763-5373 Fax (386) 763-5360

MEMORANDUM

DATE: June 23, 2020

TO: City Council: Mayor Nancy Miller; Vice Mayor Richard Bryan,
Council Member Rick Frizalone; Council Member Mel Lindauer, and
Council Member Michael Politis

FROM: Michael T. Booker, City Manager

SUBJECT: City Manager's Report – June 23, 2020

Recreation:

- Attached is a draft survey from our Recreation Director, Nancy Maddox, concerning Daytona Beach Shores facilities and programs. It will be put on the City's website and in the Pelican newsletter.

Bocce Ball Courts:

- Work has been resumed on the relocation of our bocce ball courts now that we are back to full staffing. The area has been re-cleared and the structure posts are being set.

Stroud's BBQ

- Attached is an email from Ashley Stroud requesting a code change to allow outdoor cooking (specifically a meat smoker) at the former Mike's Galley location in Pappas Plaza. Currently, no permanent outdoor cooking facilities are permitted in the Shores. A code change could be crafted that would limit the number of sites where outdoor cooking would be permitted. If a change to the code is made, there are still State regulations that must be satisfied in order for the owners to comply.

Attachments

Survey

Stroud Email and Pictures

Which of the following programs and services are the most valuable to you and your family?
(Check all that apply)

_____ Educational programs

_____ Art programs

_____ Wellness programs

_____ Community gardens

_____ Dog parks

_____ Neighborhood parks and playgrounds

_____ Open space/trails/recreation paths

_____ Pickleball Courts

_____ Tennis Courts

_____ Other (please specify) _____

Please check all of the items that prevent you or your family from using Daytona Beach Shores facilities and programs.

_____ I'm unfamiliar with the facilities and programs available

_____ Fees are too high

_____ Prefer to use private facilities or facilities in other cities

_____ Inconvenient times/locations

_____ Programs are full

_____ Facilities lack the right equipment/amenities

_____ I do not feel safe

_____ Not accessible for people with disabilities

_____ Registration for programs is too difficult

_____ Poor customer experience

_____ Quality of facilities

_____ Nothing – I am a regular

_____ Other (please specify) _____

How often do you attend any Daytona Beach Shores special events?

All _____ Most of them _____ Some of them _____ Not many _____ None _____

Please tell us what you like most about our recreation programs.

Please tell us what you like least about our recreation programs

Are you a Daytona Beach Shores Resident? _____ If no, where do you live? _____

NANCY'S ACTION PLAN				AUGUST, SEPTEMBER AND OCTOBER
OBJECTIVES	TASKS	SUCCESS CRITERIA	TIME FRAME	RESOURCES
EVALUATE PROGRAMS	CREATE SURVEY ATTEND COFFEE W/MAYOR MEET W/CURRENT USERS	ONCE INPUT IS RECEIVED CREATE ACTION ON HOW TO PROCEED	AUGUST	PUBLIC MEETINGS PELICAN NEWS WEBSITE CURRENT PROGRAMS
MARKETING MATERIALS FOR SHORES CC	CREATE PHOTO COLLECTION WORK W/PRINTER TO CREATE MARKETING MATERIAL	COMPLETE MARKETING PACKAGE TO SHARE WITH POTENTIAL CLIENTS	AUGUST	KEYSTOTHECITY.COM IMAGE TODAY
MEET WITH LOCAL STAKEHOLDERS TO LEARN ABOUT THE CITY	SET UP MEETINGS WITH KEY PEOPLE WITHIN THE CITY, CHAMBER OF COMMERCE AND BUSINESSES	CREATE A NETWORK FOR FUTURE PARTNERSHIPS TO BENEFIT THE CITY	OCTOBER	CITY MANAGER DEPARTMENT DIRECTORS MAYOR CHAMBER OF COMMERCE

Strouds BBQ - Smoker Issue

ashley@qsibusinesssolutions.com <ashley@qsibusinesssolutions.com>

Tue 6/16/2020 10:52 AM

To: Booker, Mike <mbooker@cityofdb.org>

Hi Michael,

Thank you for your time this morning...I am sending you pictures of the smoker we discussed that we had purchased for our barbeque restaurant that we are planning on opening in July at 2516 S Atlantic Ave...It was brought to my attention last week that because it is mobile that we would not be able to place it on the property as we had planned and we had the smoker custom made so have already incurred the expense...After speaking with Stewart Cruz, Steve Edmunds and yourself I understand our options are very limited and there is no room to place the smoker behind the building or the kitchen based on the volume of meat we plan to smoke daily...All being said, I am writing to ask if there is any way you could take our issue to city counsel to see if there is any way that they would be willing to accommodate us by allowing us to leave the mobile trailer onsite for cooking considering the overall size of the plaza and there would be room on the premises... I sincerely apologize for the trouble, we have already invested over \$50,000 and hoping to get the restaurant open ASAP without anymore setbacks...Thank you so much for your help and consideration...I look forward to hearing back from you...

Kindest Regards,

Ashley & Jeromy Stroud
Strouds Barbeque & Grill
Cell: 706-280-4354









Ashley Parrott Stroud
QSI Business Solutions
QSI HR Solutions
Cell: 706-280-4354
Sent from my iPhone



**CITY COUNCIL AGENDA MEMORANDUM
JUNE 23, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-07 related to prohibited parking on S. Atlantic Avenue

SYNOPSIS:

This item was requested by Vice Mayor Bryan to be drafted and included in the agenda. This ordinance will help ensure safety in pedestrian crosswalks.

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

There are times when large vehicles are parked on S. Atlantic Avenue and they impair the visibility of pedestrians in the crosswalk. This proposed ordinance will ensure a minimum of 20 feet in clearance between a large vehicle and the crosswalk.

LEGAL REVIEW:

This ordinance was drafted and approved by the City Attorney.

RECOMMENDATION:

Staff recommends adopting the motion.

SUGGESTED MOTION:

I move to adopt Ordinance 2020-07 on second reading.

ATTACHMENT: 1. Ord 2020-07 vehicles stopping on A-1-A

ORDINANCE 2020-07

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO PARKING ON ATLANTIC AVENUE AND ADDING RESTRICTIONS WHICH WILL ALSO BE APPLICABLE TO DUNLAWTON BOULEVARD; AMENDING THE *CODE OF ORDINANCES*, BY AMENDING CHAPTER 22, ENTITLED “PARKING”, SECTION 22-6, NOW ENTITLED “PROHIBITED PARKING ON ATLANTIC AVENUE” BUT REVISING TITLE TO “PROHIBITED PARKING ON ATLANTIC AVENUE AND DUNLAWTON BOULEVARD”; PROVIDING FOR ENFORCEMENT AND PENALTIES, A SAVINGS PROVISION, CODIFICATION, CONFLICTING ORDINANCES, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, a significant safety issue in the City of Daytona Beach Shores is created when delivery vehicles have to deliver or pick up something to or from a condominium or other location on Atlantic Avenue or Dunlawton Boulevard, and such vehicles cannot go up on the adjacent parking deck; and

WHEREAS, under the above described conditions, pedestrians desiring to cross Atlantic Avenue or Dunlawton Boulevard in a crosswalk are often forced to walk behind the parked delivery vehicle, making it difficult for the drivers going in the opposite direction from seeing the pedestrians; and

WHEREAS, the City Council of the City of Daytona Beach Shores desires to appropriately address the safety concerns of parking on Atlantic Avenue and Dunlawton Boulevard through the regulation of such parking as set forth in this ordinance; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that parking on Atlantic Avenue and Dunlawton Boulevard can be regulated so as to not adversely impact the public health, safety and welfare; and

WHEREAS, the City Council of the City of Daytona Beach Shores has deemed approval of this Ordinance to be in the best interest of the businesses, visitors, residents and citizens of the City of Daytona Beach Shores, and to be necessary for the health, safety and welfare of the community; 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*; and

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

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

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 22, entitled “Traffic,” by amending Section 22-6, now entitled “Prohibited parking on Atlantic Avenue” as follows:

CHAPTER 22 – TRAFFIC

Sec. 22-6. - Prohibited parking on Atlantic Avenue and Dunlawton Boulevard.

- (a) *Large vehicles prohibited.* All vehicles in a size which exceeds seven feet in height and 18 feet in length are prohibited from parking on the right-of-way of Atlantic Avenue and of Dunlawton Boulevard within the city limits.
- (b) *Commercial or service vehicles.* Commercial or service vehicles exceeding the height and length described in paragraph (a) may park on Atlantic Avenue for a period of 30 minutes, for the purposes of loading and unloading and servicing businesses directly abutting Atlantic Avenue provided, however, no parking of such vehicles shall be permitted in the northbound lane within a 20 foot distance south of any crosswalk, and no parking of such vehicles shall be permitted in the southbound lane within a 20 foot distance north of any crosswalk, whether or not such crosswalk is at an intersection.
- (c) *Public utility and emergency vehicles.* Public utility and emergency vehicles performing routine or emergency maintenance or conducting their official duties are specifically exempt from the provisions of this section.
- (d) *Special permit.* Any person or entity wishing to park a vehicle exceeding the size described in paragraph (a) on Atlantic Avenue may apply to the city police department for a special permit, for a period not to exceed 24 hours. This permit may be issued after a determination by the director of public safety as to the special necessity of the parking of the vehicle and of the effect the parking will have on the safety of pedestrians and vehicles on Atlantic Avenue as applicable.
- (e) *Prohibition.* It is prohibited and unlawful for any person to fail to comply with the requirements of this section.
- (f) *Enforcement.* The City may enforce the provisions of this section by any lawful means available to the City under the controlling provisions of State law and through the issuance

of administrative citations under Section 2-29, Supplemental means of enforcing city codes and ordinances/ administrative citation of this Code of Ordinances.

- (g) Penalties. The penalties for violation of this section shall be as set forth by resolution of the City Council or as may be available under the controlling provisions of State law.

SECTION TWO: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to temporary promotional activities are hereby ratified and affirmed.

SECTION THREE: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Two, Three, Four, Five, and Six shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER
Approved as to form and legality:

CHERI SCHWAB, CITY CLERK

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2020.

Adopted on second reading this _____ day of _____, 2020.



CITY COUNCIL AGENDA MEMORANDUM
JUNE 23, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Grant of Non-Exclusive Telecommunication Easements to AT&T: 2900 S. Atlantic Avenue (Oceans 25 Townhome Site)

SYNOPSIS:

To facilitate the development of the Oceans 25 Townhome project, AT&T has requested the property owner, i.e., the City of Daytona Beach Shores, grant two easements to their benefit. The non-exclusive telecommunication easements are for underground cable and an equipment cabinet. The easements will be located on the north side of the property and do not conflict with other components of the development.

FISCAL IMPACT STATEMENT:

This item has no fiscal impact.

BACKGROUND:

The City-owned 2900 S. Atlantic Avenue property is under contract and subject to a development agreement for the construction of the Oceans 25 Townhome project. The granting of the proposed easements will facilitate the timely development of the aforementioned project.

LEGAL REVIEW:

The City Attorney's Office has reviewed the proposed easements and found them to be legally sufficient and appropriate. City staff should ensure that the location of the easements will not negatively impact the development of the property going forward, (I believe that this determination has been made), and if approved by the city council, the easement should be executed.

RECOMMENDATION:

Staff recommends approval of the proposed AT&T easements.

SUGGESTED MOTION:

A City Council member may move as follow:

"I move to approve the proposed AT&T easements as presented."

- ATTACHMENT:**
1. AT&T Cable-Easement
 2. AT&T Equipment-Easement
 3. Joe HopkinsPE AT&T Easement Request

STATE OF FLORIDA
COUNTY OF VOLUSIA

Preparer's name and address:

BellSouth Telecommunications, LLC
500 Sail Ln, Suite 403
Merritt Island, FL 32953

Grantee's Name and Address

BellSouth Telecommunications, LLC
268 N. Ridgewood Avenue
Daytona Beach, FL 32114

EASEMENT

For and in consideration of one dollar (\$ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Southeast**, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as Grantee), a non- exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, along, and under a portion of the lands described in Official Records Book 6746, Page 3625, Volusia County, Florida Records, and to the fullest extent the Grantor has the power to grant, upon, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 27, Township 15 South, Range 33 East, Volusia County, State of Florida, consisting of a parcel of land described in the attached Exhibit "1" (legal description)

The following rights are also granted: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit upon and under said easement for communications; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Southeast and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licenses, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

1. THIS EASEMENT IS NON-EXCLUSIVE.

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of _____ 2020.

CITY OF DAYTONA BEACH SHORES
Address: 2900 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Signed, sealed and in the presence of:

Witness
(Print Name) _____

Print Name: _____

Title: _____

Witness
(Print Name) _____

Attest: _____

State of Florida, County of _____

I HEREBY CERTIFY that _____, personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (name and title of officer) of _____ (name of corporation), a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ Identification and who did/did not take an oath.

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

Notary Public
(Print Name) _____

My Commission Expires: _____

Commission Number _____

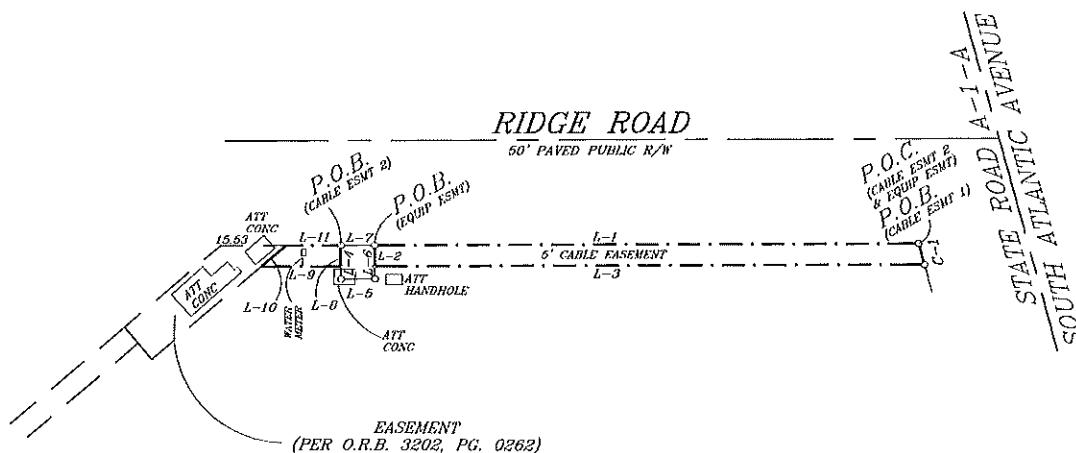
TO BE COMPLETED BY GRANTEE

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Parcel ID	Approval	Title	

Exhibit "1"

A 5' CABLE EASEMENT LYING IN A PORTION OF ORB 6746 PAGE 3625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(CABLE EASEMENT 2) COMMENCE AT THE NORTHEAST CORNER OF SAID ORB 6746, PAGE 3625, SAID POINT BEING THE INTERSECTION OF THE WEST R/W LINE OF STATE ROAD A-1-A (S ATLANTIC AVE) AND THE SOUTH R/W LINE OF RIDGE ROAD, THENCE RUN S 89°33'11" W ALONG SAID SOUTH R/W LINE, 139.19 FEET TO THE POINT OF BEGINNING, THENCE RUN S 00°26'49" E 5.00 FEET, THENCE RUN S 89°33'11" W 18.94 FEET, THENCE RUN N 49°29'36" E ALONG THE EASTERLY LINE OF AN EASEMENT DESCRIBED IN ORB 5202 PAGE 262 A DISTANCE OF 7.77 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT, THENCE RUN N 89°33'11" E ALONG SAID SOUTH R/W LINE 13.00 FEET TO THE POINT OF BEGINNING.



OCEANS WEST

- L-1 S 89°33'11" W 129.19*
L-2 S 00°26'49" E 5.00
L-3 N 89°33'11" E 130.57
C-1 R= 1349.46, L= 5.18, DELTA= =00°13'12"
L-4 S 00°26'49" E 8.00
L-5 S 89°33'11" W 8.00
L-6 N 00°26'49" W 8.00
L-7 N 89°33'11" E 8.00
L-8 S 00°26'49" E 5.00
L-9 S 89°33'11" W 18.94
L-10 N 49°29'36" E 7.77
L-11 N 89°33'11" E 13.00

[illegible]

STATE OF FLORIDA
COUNTY OF VOLUSIA

Preparer's name and address:

BellSouth Telecommunications, LLC
500 Sail Ln, Suite 403
Merritt Island, FL 32953

Grantee's Name and Address

BellSouth Telecommunications, LLC
268 N. Ridgewood Avenue
Daytona Beach, FL 32114

EASEMENT

For and in consideration of one dollar (\$ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Southeast**, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as Grantee), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, stand by generators as a means of providing uninterrupted service during commercial power outages and related items as the Grantee may from time to time deem necessary in the conduct of its business over, along, upon, along, and under a portion of the lands described in Official Records Book 6746, Page 3625, Volusia County, Florida Records, and to the fullest extent the Grantor has the power to grant, upon, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 27, Township 15 South, Range 33 East, Volusia County, State of Florida, consisting of a parcel of land described in the attached Exhibit "1" (legal description)

The following rights are also granted: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances over, along, upon and under said easement for communications; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Southeast and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licenses, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

1. THIS EASEMENT IS NON-EXCLUSIVE.

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of _____ 2020.

CITY OF DAYTONA BEACH SHORES
Address: 2900 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Signed, sealed and in the presence of:

Witness
(Print Name) _____

Print Name: _____

Title: _____

Witness
(Print Name) _____

Attest: _____

State of Florida, County of _____

I HEREBY CERTIFY that _____, personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (name and title of officer) of _____ (name of corporation), a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ Identification and who did/did not take an oath.

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

Notary Public
(Print Name) _____

My Commission Expires: _____

Commission Number _____

TO BE COMPLETED BY GRANTEE

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Parcel ID	Approval	Title	

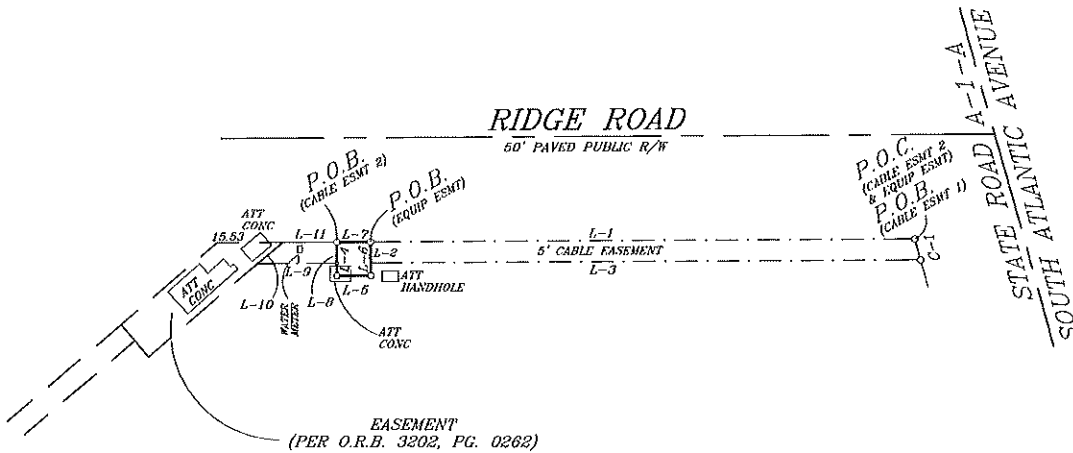
PLAT OF LAND SURVEY FOR and/or CERTIFIED TO: AT&T
 PARCEL ID No: 27-15-33-06-04-0020
 SITE LOCATION: RIDGE ROAD & SR A-1-A
 LYING IN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 33 EAST.

Exhibit "1"

DESCRIPTION AS FOLLOWS:

A 5' CABLE EASEMENT LYING IN A PORTION OF ORB 6746 PAGE 3625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(EQUIPMENT EASEMENT) COMMENCE AT THE NORTHEAST CORNER OF SAID ORB 6746, PAGE 3625, SAID POINT BEING THE INTERSECTION OF THE WEST R/W LINE OF STATE ROAD A-1-A (S ATLANTIC AVE) AND THE SOUTH R/W LINE OF RIDGE ROAD, THENCE RUN S 89°33'11" W ALONG SAID SOUTH R/W LINE, 129.19 FEET TO THE POINT OF BEGINNING, THENCE RUN S 00°26'49" E 8.00 FEET, THENCE RUN S 89°33'11" W 8.00 FEET, THENCE RUN N 00°26'49" W 8.00 FEET, THENCE RUN N 89°33'11" E ALONG SAID SOUTH R/W LINE 8.00 FEET TO THE POINT OF BEGINNING.



OCEANS WEST

- L-1 S 89°33'11" W 129.19
- L-2 S 00°26'49" E 5.00
- L-3 N 89°33'11" E 130.57
- C-1 R= 1349.46, L= 5.18, DELTA= =00°13'12"
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- L-5 S 89°33'11" W 8.00
- L-6 N 00°26'49" W 8.00
- L-7 N 89°33'11" E 8.00
- L-8 S 00°26'49" E 5.00
- L-9 S 89°33'11" W 18.94
- L-10 N 49°29'36" E 7.77
- L-11 N 89°33'11" E 13.00

WALKER LAND SURVEYING, INC.

VICINITY MAP
 NOT TO SCALE

LEGEND

PT. = POINT OF TANGENCY	P = PLAT
B = BEGINNING	F = FIELD
RB = RIGHT BEARING (S&W) TO	SP = SPOT
AC = ADJ. CORRECTION	IR = IRON
C = CORNER	CS = CONCRETE
L = LINE	SET IN = SET IN
CH = CHAIN	W/IR = WITH IRON
CB = CHAIN BEARING	REC = RECOVERED
POL = POINT OF LINE	PBB = POINT OF BEGINNING
ENC = ENCLAVE	PBC = POINT OF COMMENCEMENT
PAT = POINT-OF-VIEW	C/C = COVERED CONCRETE
NR = NON-PADLOCK	NSD = NAIL & EMB
WP = WITNESS POINT	LSH = LASH
VD = VIDE	BRN = BRASS
SW = SIDEWALK	UTL = UTILITY
DL = DRIVEWAY	CD = CONCRETE
EL = ELEVATION	PE = POINT OF ELEVATION
P.U. & E. = PUBLIC UTILITIES & EASEMENT	PFE = POINT OF FUTURE ELEVATION

WALKER LAND SURVEYING, INC.
 4025 S. U.S. 1
 ROCKLEDGE, FL. 32955
 321-635-1055
 321-635-1404 (FAX)
 LB 6710

- NOTES:
1. THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 9J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472-025, FLORIDA STATUTES.
 2. UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL, THIS SURVEY IS NOT VALID.
 3. THIS SURVEY WAS PREPARED FROM TITLE INFORMATION FURNISHED TO THE SURVEYOR. THERE MAY BE OTHER RESTRICTIONS OR EASEMENTS THAT AFFECT THIS PROPERTY.
 4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
 5. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THE DEC CERTIFIED TO AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY.
 6. ELEVATIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
 7. ELEVATIONS, IF SHOWN, ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, UNLESS OTHERWISE NOTED.
 8. BEARINGS BASED ON NORTH LOT LINE BLOCK D (S R/W LINE RIDGE RD) SAID BEARING BEING N 89°33'11" E
 9. BEARING AND DISTANCES ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
 10. MEASUREMENTS SHOWN ARE BASED ON THE STANDARD U.S. SURVEY FOOT.
 11. ADDITIONS OR DELETIONS TO THIS SURVEY IS PROHIBITED WITHOUT CONSENT FROM SIGNING SURVEYOR.

CERTIFIED BY: *[Signature]* RLS NO 5362

JOHN W. WALKER

SCALE 1" = 30'	
FIELD DATE	ORDER NO
EASEMENT 6-3-20	56817
DRAWN BY: NICK	CHECKED BY:

Cruz, Stewart

From: Hiatt, Fred
Sent: Thursday, June 11, 2020 9:20 AM
To: tpgdaytona@aol.com
Cc: Cruz, Stewart; psullpsull@yahoo.com; humbertbill@yahoo.com
Subject: RE: Oceans 25 - ATT EASEMENT EXHIBIT

Good Morning Joe,

We've reviewed the easements and are putting them on the next City Council agenda (June 23rd).

Thanks,

Fred G. Hiatt,

**Director/Building Official
Community Services Department
City of Daytona Beach Shores
(386)763-5365**

From: tpgdaytona@aol.com <tpgdaytona@aol.com>
Sent: Tuesday, June 9, 2020 4:37 PM
To: Hiatt, Fred <fhiatt@cityofdb.org>
Cc: Cruz, Stewart <scruz@cityofdb.org>; psullpsull@yahoo.com; humbertbill@yahoo.com
Subject: Oceans 25 - ATT EASEMENT EXHIBIT

Hi Fred,

Attached are the easements being requested by AT&T.

- 1) AT&T cable easement (non-exclusive, underground only)
- 2) AT&T equipment easement(8 feet x 8 feet and allows for above ground cabinet)

I'm requesting that these be presented to the City Council for approval. Once they are approved, signed and notarized, I'll return them to AT&T for final processing and recording.

Thanks,

**Joseph H. Hopkins, P.E.
The Performance Group, Inc.
100 Marina Point Drive
Daytona Beach, FL 32114
p. 386-239-7166
f. 386-239-7120
c. 386-405-2915**



**CITY COUNCIL AGENDA MEMORANDUM
JUNE 23, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to cancel the regular meetings scheduled on July 28 and August 25, 2020

SYNOPSIS:

These meetings are customarily cancelled each year due to travel schedules, conferences and lack of pressing agenda items.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: None