



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING JULY 14, 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 23, 2020
- 7. CONSENT AGENDA:**
 - A. Interlocal Agreement Volusia County-Animal Control

- B. Approval to award bid for PS roof to Bowhead Roofing in the amount of \$256,900
- C. May Finance Report

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report July 14, 2020

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report July 14, 2020

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. Resolution 2020-05: Temporary Moratorium On The Enforcement Of City Codes Relating To Outside Smoking Of Food At 2518 S. Atlantic Avenue
- B. DECLARING A STATE OF EMERGENCY DUE TO THE THREAT OF COVID-19
- C. State of Emergency - COVID 19 Face Coverings
- D. Discussion to establish a Port Orange/South Daytona Chamber of Commerce Annex in Daytona Beach Shores
- E. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, SETTING THE PROPOSED MILLAGE RATES FOR THE CITY FOR FISCAL YEAR 2020-2021; PROVIDING AN EFFECTIVE DATE.

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 23, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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:

6. APPROVAL OF MINUTES

A. City Council Minutes June 9, 2020

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve the City Council Minutes of June 9, 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. 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

Mayor Miller explained that item B, the Interlocal Agreement for Animal Services was being pulled from the agenda.

Both Vice Mayor Bryan and CMBR Lindauer asked questions regarding the April financial report.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the remaining 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:

A. City Attorney Report June 23, 2020

City Attorney Vose reviewed the three items submitted on her report. The city received the Attorney General Opinion on firefighter benefits for Public Safety Officers. This was for the cancer presumption that went into effect last year. The two easements for Oceans 25 LLC were reviewed and approved for AT & T. An amendment to the 109 Dunlawton Development Agreement was approved to accommodate the use of the City's alley to the north.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report June 23, 2020

City Manager Booker provided an update on the County grant program. There have been 59 applications submitted and so far, 37 have been approved. Others are still pending. He announced that a new recreation survey would be sent out in the near future. Work has resumed on relocating the bocci and shuffleboard courts. The City Manager referenced an email he had received from future business owners Jeromy and Ashley Stroud. They hope to open a BBQ restaurant but would need a change in the code to allow an outdoor smoker. They have already purchased the large mobile smoker. Community Services Director Fred Hiatt explained that there are other concerns with an outdoor smoker such as smoke blowing onto neighboring properties and grease containment. The Strouds stated that they have always utilized an outdoor smoker at their other restaurants in Georgia. After a brief discussion by council, it was decided to have the City Attorney draft an Ordinance to allow an outdoor cooking structure that would expire in 90 days as a trial basis.

10. OLD BUSINESS:

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

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to adopt Ordinance 2020-07 on second 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

11. NEW BUSINESS:

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

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the proposed AT&T Easements as presented.

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

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the cancellation of the regular meetings scheduled on July 28 and August 25, 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

12. COUNCIL COMMENTS:

Mayor Miller announced that refund checks would be mailed out soon for postponed events due to the Covid pandemic. There will be a concert this Friday in the pavilion. Masks are strongly recommended and social distancing must be maintained. CMBR Lindauer wanted to advise any business with workers still furloughed or laid off, that food is available at the Halifax Urban Ministries if needed. CMBR Frizalone congratulated both CMBRS Bryan and Politis on running unopposed. They will both serve another four year term. CMBR Politis complimented the Community Services Department for keeping the city's property maintained. Vice Mayor Bryan would like to hold a workshop that would include discussion on the job descriptions for both the City Manager and the City Council. He would also like to discuss the finding by Evergreen Consultants. Finance Director Swartzlander explained that the salary study would be part of the budget workshop in August.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Rosana Scaccia remarked that she is happy with the city staff but had concerns with the Evergreen Consultant's proposal. She felt factors such as employee workload and the

city population were not considered. She did not feel the time was right to increase employee salaries.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Resolution for proposed millage rate

15. ADJOURNMENT:

The meeting ended at 7:04 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

**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. At this time the City does not participate in any program that would result in fees charged to the City, so it is agreed that the County will not provide these services and City will not be charged for services unless and until the City and County amend this Agreement to provide for City participation in a program involving fees to the City.
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: _____

RFP OPENING

Public Safety Roof Replacement

July 1, 2020

Present: Cheri Schwab
Fred Hiatt

<u>Name:</u>	<u>Amount:</u>
AWS Roofing	\$294,300
Thorn Metal	\$328,140
Atlantic Roofing	\$340,300
Bowhead Roofing	\$256,900
Architectural Sheet Metal Inc	\$294,000
Collis Roofing	\$385,000

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending May, 2020

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$11,298,681	\$8,394,869	\$2,903,812	26%
General Obligation Debt Service	\$2,761,515	\$2,345,690	\$415,826	15%
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$14,060,196	\$10,740,559	\$3,319,638	24%
Sewer Fund Operations	\$1,831,162	\$1,589,834	\$241,327	13%
Sewer Fund Restricted Impact Fee	\$7,525	\$0	\$7,525	100%
Sewer Fund Sub-Total	\$1,838,686	\$1,589,834	\$248,852	14%
TOTAL ALL FUNDS FISCAL YTD	\$15,898,882	\$12,330,393	\$3,568,489	22%

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$20,876,583	\$19,538,383	\$1,338,200	7%
Sewer Fund	\$9,569,250	\$8,822,009	\$747,241	8%
Sub-Total Operating Funds	\$30,445,832	\$28,360,392	\$2,085,440	7%
Gen. Obligation [GO] Construction & Debt	\$2,334,835	\$2,404,565	(\$69,730)	-3%
TOTAL ALL FUNDS	\$32,780,667	\$30,764,957	\$2,015,710	7%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$3,236,846	\$953,734	
Add Back for Current Year CS Construction Expense	\$0	N/A	
Historical Mean Projected Remaining Cash Flow	(\$2,250,114)	\$451,464	
PROJECTED FYE NORMALIZED CASH FLOW	\$986,732	\$1,405,198	\$2,391,930

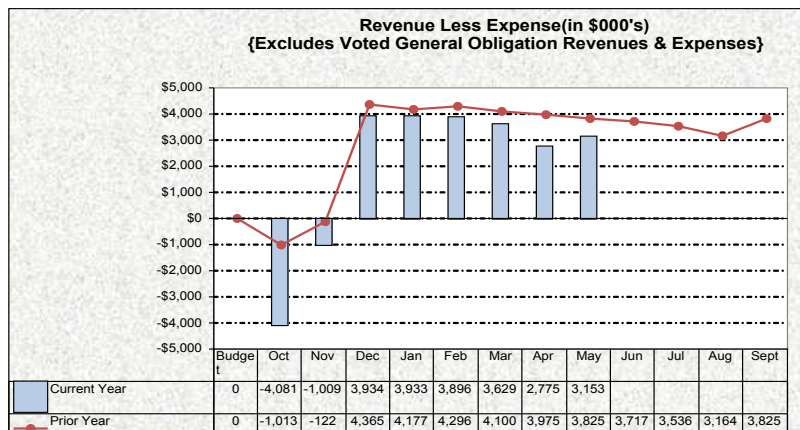
Saleable Investment Propertie(s): (Cost Basis)	
2608-12 S. Atlantic Ave.*	\$917,535

* This property is currently producing rental income.

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

NON-G.O. FUNDS	May, 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	\$11,299	\$11,179	\$120	1%
Utility Fund	\$3,500	\$1,839	\$2,001	(\$162)	-8%
Total Revenues & Appropriations	\$18,947	\$13,137	\$13,179	(\$42)	0%
Expenses ('000s)					
General Fund Less Capital	\$13,503	\$7,632	\$7,602	(\$30)	0%
General Fund Capital	\$1,945	\$763	\$124	(\$639)	-516%
Utility Fund	\$3,500	\$1,590	\$1,628	\$38	2%
Total Expenses & Appropriations	\$18,947	\$9,985	\$9,354	(\$631)	-7%
Revenue Less Expense ('000s)					
General Fund	\$0	\$2,904	\$3,453	(\$549)	
Utility Fund	\$0	\$249	\$372	(\$123)	
Revenue Less Expense	\$0	\$3,153	\$3,825	(\$673)	

VOTED GENERAL OBLIGATION	May, 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	\$2,762	\$2,755	\$7	0%
General Obligation Expense	\$2,889	\$2,346	\$2,341	(\$5)	0%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$416	\$414	\$2	



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	3,153	3,825
Jun		3,717
Jul		3,536
Aug		3,164
Sept		3,825

General Fund Detail Budget Report

	May, 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	8,025,255	7,807,586		217,669	3%
Business Taxes	101,900	97,474	104,265		(6,791)	-7%
Utility Taxes	1,089,100	587,948	604,240		(16,292)	-3%
Permits & Franchise Fees	950,400	436,868	471,783		(34,915)	-7%
Intergovernmental	816,500	360,654	401,371		(40,716)	-10%
Donations	0	0	0		0	
Charges for Services	1,493,600	1,150,665	1,050,513		100,152	10%
Fines & Forfeitures	103,200	62,573	126,476		(63,903)	-51%
Non-G.O. Interest	154,700	87,107	138,374		(51,267)	-37%
Unrealized Investment G/(L)	0	0	0		0	
Miscellaneous & Fixed Asset Sales	47,500	14,070	23,482		(9,412)	-40%
Internal Services	715,000	476,067	450,800		25,267	6%
Non G.O. Transfer In-Fund Balance	1,597,400	0	0		0	
Non-G.O. Gen. Fund Revenue	\$15,447,400	\$11,298,681	\$11,178,889		\$119,792	1%
Operating Expenditures						
Excluding CAPITAL Expense						
Legislative	207,800	97,640	82,471		(15,169)	-18%
Executive	574,500	376,030	465,315		89,285	19%
Finance	585,700	401,310	398,225		(3,085)	-1%
Legal Counsel	168,600	62,888	61,112		(1,776)	-3%
Comp. Planning	134,600	81,605	76,052		(5,553)	-7%
Other Gov't Services	268,700	156,515	176,128		19,612	11%
Public Safety-Admin/CID	1,774,700	1,148,269	976,136			0
Public Safety-Patrol/Rescue	3,874,400	2,263,901	2,448,373			0
Public Safety-Auto Maint.	141,600	104,367	92,750			0
Public Safety Operations	5,790,700	3,516,536	3,517,258		722	0%
Building Dept.	550,100	371,663	340,509		(31,154)	-9%
Phy. Envir. -- Solid Waste/Recycle	1,131,300	582,874	568,934		(13,939)	-2%
Public Works-Admin	262,100	175,800	162,173			
Public Works-Bldg. Maint.	281,600	157,279	157,117			
Public Works-Streets	694,500	407,813	362,394			
Public Works Operations	1,238,200	740,892	701,684		(39,207)	-6%
Inventory	0	567	0		(567)	
Benefit Termination Payout	29,400	2,915	32,508		29,593	91%
Parks & Rec	439,900	253,512	174,527		(78,984)	-45%
Community Center	177,700	100,643	116,315		15,672	13%
Senior Center	161,700	88,709	103,798		15,089	15%
Contingency/Transfers	1,227,700	0	0		0	
Long-Term Debt	816,000	797,593	787,253		(10,340)	-1%
Non-G.O. Operations Expense	13,502,600	7,631,892	7,602,091		(\$29,801)	0%
Non-G.O. CAPITAL Expense	1,944,800	762,978	123,808		(\$639,170)	
Total Non-G.O. Expense	15,447,400	8,394,869	7,725,899		(\$668,970)	
Non-G.O. Revenue Less Expense	\$0	\$2,903,812	\$3,452,990		(\$549,178)	-16%
General Obligation (G.O.) Debt Service						
Debt Service Ad-Valorem Revenue	2,875,800	2,758,535	2,746,841			
Debt Service Interest Revenue	13,200	2,980	7,869			
UG Utils- Debt Service Expense	2,889,000	2,345,690	2,334,454			
G.O. Revenue Less Expense	\$0	\$415,826	\$442,606			
G.O. Construction						
Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0			
Streetscape. - Construction Expense	0	0	6,500			
G.O. Construction Rev. Less Exp.	\$0	\$0	\$0			

Utility Fund Detail Budget Report

	May, 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	\$1,798,413	\$1,886,248	(\$87,835)	-5%
Interest	74,000	32,749	50,694	(17,945)	-35%
Sale of Fixed Assets / Misc.	0	0	10,600	(10,600)	-100%
Total Operating Revenues	\$3,483,000	\$1,831,162	\$1,947,542	(\$116,381)	-6%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,483,000	\$1,571,878	\$1,883,441	\$311,563	17%
- Less Debt Service Principal [a]		17,957	(255,177)		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,483,000	\$1,589,834	\$1,628,263	\$311,563	19%
Operations Margin	\$0	\$241,327	\$319,279		
% Gain/(Loss)		15%			

Impact Fee Revenues					
Sewer Impact Fees	16,000	7,325	\$52,475	(\$45,150)	-86%
Impact Fee Interest	700	200	491	(292)	-59%
Total IF Revenue	\$16,700	\$7,525	\$52,966	(\$45,442)	-86%
Impact Fee Expense					
Sewer Impact Fee Exp	16,700	0	\$0	\$0	
Total IF Expense	\$16,700	\$0	\$0	\$0	
Impact Fee Margin	\$0	\$7,525	\$52,966	(45,442)	-86%
% Gain/(Loss)		100%			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,499,700	\$1,838,686	\$2,000,508	(\$161,822)	
TOTAL FUND Expense	\$3,499,700	\$1,589,834	\$1,628,263	\$38,429	
FUND Revenue Less Expense	\$0	\$248,852	\$372,245	(\$123,394)	

[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
May, 2020

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance	Munis Financial Software	107,000	46,397
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	52,338
5413 Pub. Works Streets	PS Traffic Signal	25,000	8,186
	Vehicle	28,000	25,869
	<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	12,939
5751 Community Center	Microphone System		
5752 Senior Center	Demolition Old Building	211,000	21,264
GENERAL FUND TOTAL		1,944,800	762,978
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	21,834
	EQUIPMENT		
	Generator Station 5	66,000	0
	Transfer Switch Station 5	35,000	0
	New Vactron	210,000	0
	Generator Master Station	107,000	110,397
	Sewer Locator	17,000	0
	Capital Offset to Depreciation Exp	(3,010,000)	(132,231)
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		1,944,800	762,978

INVESTMENT REPORT

May, 2020

H:\Monthly Budget Rpts\MBR 19-20 Pd 8 Agenda.xlsx\Invests

7/8/2020

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. & 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: May, 2020

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	\$537	57.00%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	\$537	0.57%	0%
TOTAL SBA					\$1,075		0.0%
Bank of America	004537065882	Cash	CASH	Working Cash	\$8,593,029	0.03%	26%
Bank of America	898013183744	Cash	CASH	UG Util Building	\$2,334,835	0.03%	7%
Bank of America	005562564319	Cash	CASH	Sewer Operating	\$4,268,263	0.03%	13%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	\$106,102	0.03%	0%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	\$5,194,348	0.50%	16%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	\$10,504,442	0.50%	32%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	\$1,778,574	0.50%	5%
TOTAL BANKS					\$32,779,593		100.0%

TOTAL CURRENT VALUE @ PERIOD END	\$32,780,667
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	\$2,334,835	\$84,735	(\$99,733)	\$77,066
General Fund (excl. G.O. Funds)	\$20,876,583	(\$2,764,182)	\$1,817,281	\$3,308,536
Sewer Fund	\$9,569,250	(\$48,682)	\$645,437	\$116,638
TOTAL	\$32,780,667	(\$2,728,129)	\$2,362,984	\$3,502,240
Percent Change for Current	N/A	-7.7%	7.8%	12.0%

Portfolio Report
May, 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	57.00%	\$537	\$0	\$306
BoA	Cash-Pool Cash Account (5882)	\$10,895,257	0.03%	\$10,895,256.72	\$0	\$3,269
	Contraband Pool Cash in 5882	\$29,109		\$29,109.02	\$0	\$0
	Pool Cash Due to Sewer Fund			(\$2,480,093)		\$0
	Economic Development			\$148,756		\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$2,334,835	0.03%	\$2,334,835	\$0	\$700
Seacoast	Cash-Pool Cash Account (0706)	\$10,504,442	0.50%	\$10,504,442	\$0	\$52,522
Seacoast	Cash-Loan Reserve (3566)	\$1,778,574	0.50%	\$1,778,574	\$0	\$8,893
ALL GENERAL FUND			0.28%	\$23,211,418	\$0	\$65,690
PRIOR MONTH				\$25,890,865		

SEWER OPERATING						
SBA	Investment (032)	\$537	0.57%	\$537	\$0	\$3
BoA	Cash (4319)	\$1,788,170	0.03%	\$1,788,170	\$0	\$536
Seacoast	Cash (4966)	\$5,194,348	0.50%	\$5,194,348	\$0	\$25,972
	Cash-Pool Cash Due From Gen. Fund			\$2,480,093		\$0
ALL SEWER OPERATING FUND			0.28%	\$9,463,148	\$0	\$26,511
PRIOR MONTH				\$9,511,832		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$106,102	0.03%	\$106,102	\$0	\$32
	Cash-Pool Cash Due From Gen. Fund			\$0		\$0
ALL SEWER IMPACT			0.03%	\$106,102	\$0	\$32
PRIOR MONTH				\$106,099		

ALL FUNDS			0.28%	\$32,780,667	\$0	\$92,233.52
PRIOR MONTH				\$35,508,796		
MONTHLY CHANGE				(\$2,728,129)		
MONTHLY CHANGE %				-7.7%		



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 July 14,
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 July 3, 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 23, 2020. Please advise if you have any questions, comments or concerns relative to these matters.

(1). *Proposed Resolution re: Moratorium on Enforcement of Ordinances that would Preclude Smoking of Food in a Test Location for 90 Days*

After the discussion by and direction of the City Council at its June 23, 2020 meeting, a proposed Resolution was drafted that would allow a 90-day trial period during which the restaurant at 2516 S. Atlantic Avenue (Test Location) could smoke food outside to determine public reaction to such activity prior to changing the myriad of ordinances that would need to be changed to permanently allow such activity. Excellent comments were received from Fred Hyatt regarding the Resolution, and changes were made to the Resolution. In addition, an agreement was drafted with the owners of the restaurant at the Test Location to ensure compliance with all requirements. If the Resolution is adopted, the 90-day trial period will begin upon the opening of the restaurant at the Test Location.

(2). *Agreement with Volusia County Animal Control*

The City received a proposed Agreement with Volusia County Animal Control and upon review, the city attorney made a change in the agreement to protect the City from unexpected costs. The attorneys for Volusia County made one additional

change to the agreement which was legally acceptable and the agreement was then ready for action by the City Council at its meeting on July 14, 2020.

(3). Governor DeSantis Extended Order Regarding Local Government Meetings

On June 23, 2020, Governor DeSantis issued Executive Order 20-150, which extended Executive Order 20-69 regarding not requiring an in-person quorum for local government meetings through the end of July, 2020.

(4) Emergency Declaration and Order – COVID-19

A new Declaration of Emergency Proclamation relating to COVID – 19 was drafted along with a proposed Order urging the use of face coverings.

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: July 14, 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 – July 14, 2020

My City Manager's Report this month is a bit different than usual. As you may recall, last year the City worked with the Florida Institute of Government at UCF to develop a Strategic Plan.

I feel it may be helpful (since it has been a year) to review the Goals and Objectives outlined in the plan.

Goal A: A vibrant, walkable City of Daytona Beach Shores with a redeveloped west side, and with destinations for residents and visitors, including shops, sidewalk restaurants and other local businesses.

Work with the existing committee to:

Obj. A1 Define the target areas where redevelopment is desired, including one based on parcels currently owned by the City. (Within 3 months)

- *Several target areas were developed and two (2) City-owned properties were marketed. One of those properties is the future site of The Oceans 25 Town House Development.*

Obj. A2 Review and revise zoning and land development regulations to identify and remove obstacles to desired redevelopment, and to enable or promote desired redevelopment. (Within 6 months)

- *Regulations were (and still are being) revised to help promote business development.*

Obj. A3 Develop guidance for developers that describes desired redevelopment and revised regulatory structure that promotes it. (Within 6 months)

- *Streamlined the on-line permitting process.*

Obj. A4 Develop a menu of incentives to promote desired redevelopment and businesses. (Within 6-9 months of completing the regulatory review and revisions)

- *Incentives have been developed and implemented.*

Obj. A5 Develop a strategy to guide any City direct investment in the targeted areas, including but not limited to property acquisition and use. (Within 12 months)

- *Alternative tax relief has been developed to provide funding to developers of large projects without any negative budgetary impacts.*

Obj. A6 Develop a system that tracks the degree to which new businesses in the target areas have used the new regulatory and incentive structure. (Within 6 Months)

- *To date, it has been easy to track our business incentives program and staff will continue to monitor.*

Obj. A7 Communicate and coordinate with other Volusia jurisdictions and organizations promoting economic development and redevelopment to identify approaches that have worked elsewhere in Volusia County, and cooperate in implementation as appropriate. (On-going)

- *Our Economic Development Liaison, Stacy Conomos, has worked diligently to promote positive business relationships, both within and outside our community.*

Obj. A8 Review and revise land development regulations to increase transparency and opportunities for citizen participation in the development review process. (Within 6 months)

- *City Planning Board is also reviewing Development Agreements.*

Goal B: Pedestrian and vehicle safety on State Road A1A

Obj. B1 Retain high levels of enforcement of existing speed limits and traffic regulations on SR A1A to minimize the number of traffic accidents. (Within 1 year).

Obj. B2 Increase awareness among residents of safe and pedestrian and driver behavior.

- *Both objectives have been and will be ongoing. A number of pedestrian safety awareness exercises have been conducted by Public Safety and additional lighted crosswalks are planned.*

Goal C: Transparency in government and effective communication among elected officials and staff of the City of Daytona Beach Shores, and its residents and businesses.

Obj. C1 Increase transparency in government by promoting use of the City's newly redesigned website by residents to receive information, by email or text, about City activities and issues, including upcoming Council decisions. (Within 1 month)

Obj. C2 Use newly redesigned City of Daytona Beach Shores website to promote communication between residents/business and City officials/staff by regularly using its Community Voice feature to solicit input on City issues and decisions. (Within 1 month)

- *(C1 and C2) The City website has been enhanced and Daytona Beach Shores has a much greater presence on social media. Also, more people have signed up for the Constant Contact and Pelican Newsletters.*

Obj. C3 Adopt and adhere to a City minimum notice policy for all Council actions. (Within 3 months)

- *Daytona Beach Shores has adhered to all State and Local public notice requirements.*

Obj. C4 Develop a regular opportunity for the Daytona Beach Shores business community to meet informally with City elected and appointed officials. (Within 3 months)

- *Daytona Beach Shores held the inaugural Business Expo in January and Mayor Miller and Council Member Lindauer have helped greatly in promoting stronger business ties.*

Obj. C5 Continue to support the City of Daytona Beach Shores Citizen's Academy program. (On-going)

- *Postponed due to lack of participation.*

Goal D: A range of recreational programs that meet the needs of residents, and introduce non-residents to the City.

Obj. D1 Develop an informal yearly survey of Daytona Beach Shores residents to supplement other means of identifying or confirming desired recreational opportunities. (Within 1 year)

- *A survey has been developed and will be circulated to help establish recreational opportunities.*

Obj. D2 Use website analytics to help track changes in resident demographics that may affect demand for specific recreational opportunities. (Within 6 months)

- *At present, we do not have the data to track any demographic changes.*

Obj. D3 Continue to use reservation systems as needed to ensure Daytona Beach Shores residents have priority for high-demand recreational offerings. (On-going.)

- *The tennis reservation system has been continued and expanded.*

Obj. D4 Continue support for the currently high levels of service in recreation and events provided by the City of Daytona Beach Shores. (On-going.)

- *High levels of service continue to be provided despite a reduction in personnel.*

Obj. D5 Develop a system to track or estimate use of and demand for existing facilities (including the Community Center) and special events.

- *Staff is working to expand classes (including rentals).*

Goal E: A positive, cooperative relationship with Volusia County that promotes the early identification and cooperative resolution of issues.

Obj. E1 Initiate bi-monthly calls between the senior staff of both jurisdictions to identify, and where needed jointly develop approaches to resolving, upcoming issues of interest to both. (Within 3 months)

Obj. E2 Initiate discussions with Volusia County staff to explore the possibility of jointly developing an approach to enclave annexations. (Within 6 months)

Obj. E3 Invite County Chair and manager to quarterly Mayor/Chair/ Manager meetings to promote regular communications and working relationships. (Within 6 months.)

- *Both the City Manager and Mayor have (at least) bi-monthly meetings with their peers to discuss both county and local jurisdictional issues. It has become increasingly clear that any discussions regarding enclave annexations must begin at the City/County Council level in order to move anything forward.*

Goal F: Continued high levels of service for all public safety services.

Obj. F1 Continue support for the current approaches and high levels of service provided by the City of Daytona Beach Shores in the area of public safety.

- *The City continues to support higher levels of service across all departments and adequate pay levels in order to attract and retain our employees.*



CITY COUNCIL AGENDA MEMORANDUM JULY 14, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Becky Vose, City Attorney

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Resolution 2020-05: Temporary Moratorium On The Enforcement Of City Codes Relating To Outside Smoking Of Food At 2518 S. Atlantic Avenue

SYNOPSIS:

On June 23, 2020 the City Council directed the City Attorney to draft an instrument that would allow an outdoor smoker at the Stroud's BBQ location (2518 S. Atlantic Avenue) on a trial basis for a 90-day period. Resolution 2020-05 enacts a moratorium that achieves this direction by establishing a stay on the enforcement of City codes relating to outdoor cooking of food at the location in question. The attached agreement, among other things, holds harmless the City from any potential civil issue that may arise from the operation of the smoker.

FISCAL IMPACT STATEMENT:

No fiscal impact to either budgeted revenues or expenditures.

BACKGROUND:

The owners of the new business "Stroud's BBQ" are in the process of finalizing work to open their restaurant in July 2020. As part of this process the owners have purchased an outdoor mobile smoker to cook their meats. According to the owners, they have utilized outdoor smokers at their previous BBQ restaurants in Georgia. Currently the City does not allow outdoor cooking facilities on commercially zoned properties. After a request by the owners and a discussion at the June 23, 2020 City Council meeting, the City Council directed the City Attorney to draft the necessary instruments necessary to allow the outdoor smoker in question.

The attached resolution and agreement outlines the details of the proposed arrangement.

LEGAL REVIEW:

The Moratorium, along with the agreement with the owners of Stroud's BBQ, are legally sufficient to allow, on a temporary basis, the use of the outside cooker as a means to have a Test Location for a

90-day trial period to determine whether a permanent change to the City's ordinances affecting such activity is appropriate.

RECOMMENDATION:

SUGGESTED MOTION:

- ATTACHMENT:**
1. Res. 2020-05-Moratorium - Outside cooker - rev 6-29-20
 2. stroud EXHIBIT A
 3. Stroud's BBQ Outside cooker Agreement

RESOLUTION 2020-05

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, ADOPTING A TEMPORARY MORATORIUM FOR A PERIOD OF 90 DAYS ON THE ENFORCEMENT OF CITY CODE PROVISIONS RELATING TO THE OUTSIDE SMOKING OF FOOD AT A TEST LOCATION; PROVIDING FOR EXTENSION OR CANCELLATION OF MORATORIUM AS APPROPRIATE; MAKING FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores (“City”) has received a request from the owners of a restaurant that is about to open in the City (“Owners”) at 2516 S. Atlantic Avenue, Daytona Beach Shores, (“the Restaurant”), that it be permitted to use an outside smoker to cook meat for its Restaurant; and

WHEREAS, the proposed location of the outside smoker for the Restaurant is located in the plaza parking lot where the Restaurant is located, and the plaza has an address of 2518 S. Atlantic Avenue (Volusia County PID 532201000282), (hereinafter “Test Location”); and

WHEREAS, the City has received numerous requests in the past as well as recently from interested citizens who desire the opening of an authentic barbeque restaurant in the City; and

WHEREAS, the City affirmatively has taken many actions to attract additional high-quality restaurants to the City; and

WHEREAS, the Community Services Director/Building Official has informed the City Council that if it wishes to allow outside smoking of foods in the City, many different city ordinances would have to be amended; and

WHEREAS, the City Council, after much discussion and hearing of public comment, has determined that a trial period of 90 days would be appropriate to determine whether the outside smoking of food at a restaurant is appropriate in the City; and

WHEREAS, the Owners already have purchased an outside food smoker due to their misunderstanding as to City regulations; therefore, allowing such Owners to smoke foods outside their Restaurant for a trial period of 90 days would not require them to expend additional money that they would not have otherwise expended; and

WHEREAS, the Owners have agreed to stop the use of their smoker if, after the 90-day trial period, the City determines that the outside smoking of food at a restaurant is not appropriate in the City; and

WHEREAS, when the Owners use the outdoor smoker to smoke food for their Restaurant, the Owners will be fully bound by all applicable Florida Health Department requirements, Florida Department of Business and Professional Regulation restaurant requirements, and all other state mandated applicable requirements; and

WHEREAS, the Owners have agreed to comply with the location and safety requirements set forth on the attached Exhibit “A”; and

WHEREAS, the Owners have agreed that if they do not comply with the requirements on the attached Exhibit “A”, or if the City Council and/or the City Manager determines before the end of the 90-day trial period that the trial period should end before the running of the full 90 days, they will stop using the smoker to smoke food in the City; and

WHEREAS, the City finds it in the best interests of its citizens to enact a temporary moratorium on the enforcement of its ordinances as the same would preclude the outside smoking of food at the Test Location as a means of having a 90-day trial period to determine whether a permanent change to the City’s ordinances affecting such activity is appropriate; and

WHEREAS, in the event the City Council determines during the 90-day trial period that it is appropriate to amend the City’s ordinances to effectuate permanent changes to the City’s ordinances in this regard, the City Council can extend the 90-day trial period by a majority vote of the City Council for

such time as is necessary to allow staff to prepare the appropriate ordinance changes, and for the appropriate ordinances to be adopted.

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

SECTION 1. **FINDINGS.** The City Council of the City of Daytona Beach Shores acknowledges the above WHEREAS provisions and adopts them as legislative findings of the City Council.

SECTION 2. **MORATORIUM.** The City Council of the City of Daytona Beach Shores hereby enacts a temporary moratorium on the enforcement of the City's ordinances as the same would preclude the outside smoking of food at the Test Location by the Restaurant as a means of having a 90-day trial period to determine whether a permanent change to the City's ordinances affecting such activity is appropriate.

SECTION 3. **METHOD FOR EXTENSION OR EARLY TERMINATION OF MORATORIUM.** In the event the City Council determines during or after the 90-day trial period that it is appropriate to amend the City's ordinances to effectuate permanent changes to the City's ordinances to allow outside smoking of food under certain circumstances, the City Council can extend the 90-day trial period by a majority vote of the City Council for such time as is necessary to allow staff to prepare the appropriate ordinance changes, and for the appropriate ordinances to be adopted. In the event the City Council determines during the 90-day trial period that the 90-day period should be ended before the running of the full 90 days, the City Council can terminate the trial period by a majority vote of the City Council. In addition, the City Manager is hereby authorized to terminate the 90-day trial period if he determines that such termination is in the best interests of the City and such termination should not wait until a City Council meeting to have such termination effectuated, particularly if the Restaurant and/or Owners do not fully comply with the Agreement or the provisions of Exhibit "A" hereto.

SECTION 4. DIRECTION TO CITY MANAGER. The City Manager is directed to be ready to report to the City Council on issues, both positive and negative, relating to the 90-day trial period at the Test Location at such times as requested by the City Council, but in any event, before the end of the 90-day trial period.

SECTION 5. CONFLICTS. All Resolutions or parts of Resolutions insofar as they are inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of any conflict.

SECTION 6. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution which shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the opening of the restaurant at the Test Location.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, THIS _____ DAY OF _____, 2020.

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

EXHIBIT A

Strouds Barbeque & Grill Location and Safety Measures:

1. The outdoor smoker will be located in the northwesternmost parking space(s) of the plaza, at least 10 feet from the western wall on the property and at least 10 feet from the building overhang, as depicted in the aerial photo attached.
2. The outdoor smoker will only be operating when the restaurant is occupied by employees.
3. Both east and west openings of the outdoor smoker will be secured with a keyed padlock. Both openings on smoker and smoke box on south end of smoker will also be secured with keyed padlocks.
4. Both east and west roof housings will be secured to trailer while closed.
5. The perimeter of the outdoor smoker will be secured by an exterior barrier to keep anyone except approved restaurant employees out and away from the smoker. The barrier will consist of tall bright orange pylon posts with mesh in between each post to prevent anyone from entering or getting close to the smoker.
6. No Trespassing signs will also be posted.
7. Appropriate extinguishing devices will be readily available.

2518 S. Atlantic Avenue Aerial View of Outdoor Smoker Location



KEY



OUTSIDE COOKER AGREEMENT FOR TEST PERIOD

THIS OUTSIDE COOKER AGREEMENT FOR TEST PERIOD is made and entered into this ____ day of _____, 20____, by and between the **CITY OF DAYTONA BEACH SHORES**, a municipality of the State of Florida, whose address is 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118 hereinafter referred to as the “CITY,” and **STROUDS BARBEQUE & GRILL, LLC**, whose address is 2516 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the “Stroud’s”.

WITNESSETH:

WHEREAS, the City received a request from Stroud’s that it be permitted to use an outside smoker to cook meat for its Restaurant; and

WHEREAS, the proposed location of the outside smoker for Stroud’s is located in the plaza parking lot where Stroud’s is located, and the plaza has an address of 2518 S. Atlantic Avenue (Volusia County PID 532201000282), (hereinafter “Test Location”); and

WHEREAS, the City has received numerous requests in the past as well as recently from interested citizens who desire the opening of an authentic barbeque restaurant in the City; and

WHEREAS, the City affirmatively has taken many actions to attract additional high-quality restaurants to the City; and

WHEREAS, the Community Services Director/Building Official has informed the City Council that if it wishes to allow outside smoking of foods in the City, many different city ordinances would have to be amended; and

WHEREAS, the City Council, after much discussion and hearing of public comment, has determined that a trial period of 90 days would be appropriate to determine whether the outside smoking of food at a restaurant is appropriate in the City; and

WHEREAS, Stroud’s already have purchased an outside food smoker due to their misunderstanding as to City regulations; therefore, allowing Stroud’s to smoke foods outside their restaurant for a trial period of 90 days would not require them to expend additional money that they would not have otherwise expended; and

WHEREAS, Stroud’s is permitted to use its outside food smoker beginning upon the opening of the Stroud’s BBQ restaurant in the City, and is permitted to do so until this Agreement is terminated as provided herein; and

WHEREAS, Stroud’s has agreed to stop the use of its smoker if, after the 90-day trial period, the City determines that the outside smoking of food at a restaurant is not appropriate in the City; and

WHEREAS, when Stroud’s uses the outdoor smoker to smoke food for their restaurant, Stroud’s will be fully bound by all applicable Florida Health Department requirements, Florida Department of Business and Professional Regulation restaurant requirements, and all other state mandated applicable requirements; and

WHEREAS, Stroud's has agreed to comply with the location and safety requirements set forth on the attached Exhibit "A"; and

WHEREAS, Stroud's has agreed that if it does not comply with the requirements on the attached Exhibit "A", or if the City Council and/or the City Manager determines before the end of the 90-day trial period that the trial period should end before the running of the full 90 days, it will promptly stop using the smoker to smoke food in the City; and

WHEREAS, the City has found it to be in the best interests of its citizens to enact a temporary moratorium on the enforcement of its ordinances as the same would preclude the outside smoking of food at the Test Location as a means of having a 90-day trial period to determine whether a permanent change to the City's ordinances affecting such activity is appropriate; and

WHEREAS, in the event the City Council determines during the 90-day trial period that it is appropriate to amend the City's ordinances to effectuate permanent changes to the City's ordinances in this regard, the City Council can extend the 90-day trial period by a majority vote of the City Council for such time as is necessary to allow staff to prepare the appropriate ordinance changes, and for the appropriate ordinances to be adopted.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

SECTION 1. AGREEMENT AS TO WHEREAS CLAUSES.

The City and Stroud's specifically agree that the above Whereas clauses are true and are part of this Agreement for all purposes, as if fully set forth hereinafter.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have a term beginning on the date of the opening of Stroud's as a restaurant, and shall continue until terminated as provided herein.

SECTION 3. TERMINATION.

The CITY may, by written notice to Stroud's, terminate this Agreement at any time, either for the CITY's convenience or because of the failure of Stroud's to fulfill its Agreement obligations, or for any other reason, totally at the CITY's discretion.

SECTION 4. INDEMNIFICATION. Stroud's agrees to fully and completely hold harmless, indemnify and defend the CITY, its elected and appointed officials, officers, attorneys, employees, and agents against any and all claims, demands, losses, damages, actions, causes of actions, or lawsuits for damages, arising from, allegedly arising from, or related to any matter to this Agreement, or to the use of the smoker, or in any way related to matters addressed in this Agreement. Stroud's shall pay and discharge or appeal at its sole cost and expense any and all judgments, damages, costs, and expenses relating in any way to this Agreement or the subject matter of this Agreement. Stroud's covenants not to sue the CITY, or to make any claims against the CITY relating in any manner to the subject matter of this Agreement, and specifically waives any claim for reliance in any manner relating to the subject matter of this Agreement. In particular, Stroud's represents that it fully understands that this permission to use the smoker at the restaurant is not intended to be anything other than a Test to determine if outside cooking of food in the CITY is appropriate, and that Stroud's may be required to stop the outside cooking of food at any time during the term of this Agreement. This indemnification is plenary and complete and shall survive the termination of this Agreement.

SECTION 5. INSURANCE. Stroud's shall maintain liability insurance, that includes coverage relating to the outside food smoker, in an amount not less than \$1,000,000 and shall name the CITY as

an additionally named insured on that policy during the term of this Agreement. Prior to the use of the outside smoker, Stroud's shall deliver proof of such insurance to the CITY.

SECTION 6. ASSIGNMENTS/TRANSFERS. Stroud's shall not assign or transfer its rights and obligations under this Agreement to any person or entity, and the rights under this Agreement are not transferrable to any other location in the City, other than as described herein. Any attempted assignment or transfer shall be null and void.

SECTION 7. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above-written.

WITNESSES:

STROUDS BARBEQUE & GRILL, LLC:

By:

Attest:

CITY OF DAYTONA BEACH SHORES

By: Cheri Schwab, City Clerk

By: Michael T. Booker, City Manager



**CITY COUNCIL AGENDA MEMORANDUM
JULY 14, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: DECLARING A STATE OF EMERGENCY DUE TO THE THREAT OF COVID-19

SYNOPSIS:

The City Council of the City of Daytona Beach Shores, Florida, in accordance with its home rule powers, and the powers vested in it pursuant to Chapter 252, Florida Statutes, does hereby proclaim the existence of a State of Emergency in the City of Daytona Beach Shores, Florida due to the threat of COVID-19.

FISCAL IMPACT STATEMENT:

Dependent upon many variables however federal funding may be available for most Covid-19 related expenditures.

BACKGROUND:

The City originally adopted Emergency Ordinance 2020-06 on March 18, 2020. The proposed declaration continues the emergency as the threat of COVID-19 is still prevalent.

LEGAL REVIEW:

This Declaration of Emergency is legally acceptable and will continue, once adopted, for a period of 60 days. If it is still needed after that, a new Declaration will need to be adopted.

RECOMMENDATION:

It is recommended to pass the Emergency Declaration as presented.

SUGGESTED MOTION:

I move to adopt the Emergency Proclamation as presented...

ATTACHMENT: 1. Emergency Proclamation - 7-4-20

**CITY OF DAYTONA BEACH SHORES, FLORIDA
DECLARATION OF EMERGENCY PROCLAMATION**

**A PROCLAMATION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA,
DECLARING A STATE OF EMERGENCY DUE TO THE THREAT OF COVID-19;
MAKING FINDINGS OF FACT; PROVIDING THE CITY WITH POWERS,
INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA
STATUTES, CHAPTER 252; GRANTING THE CITY MANAGER CERTAIN
POWERS; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR
CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE, A
TERMINATION DATE, AND PROCEDURES FOR EXTENSIONS**

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza with the elderly and persons with underlying medical issues particularly at risk; and

WHEREAS, in December of 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to 117 countries and territories throughout the World, including the United States, and more specifically to the State of Florida; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic; and

WHEREAS, there has been widespread transmission of COVID-19 in the United States and in Florida; and

WHEREAS, no vaccine or drug is currently available to cure or combat COVID-19; and

WHEREAS, the City of Daytona Beach Shores is threatened by COVID-19 because of the ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of the City of Daytona Beach Shores; and

WHEREAS, the CDC has issued guidelines for "community mitigation strategies" to limit the spread of COVID-19, including recommendations for social distancing and use of face coverings, which has proven to be an effective method for containing COVID-19; and

WHEREAS, approximately 189,000 residents in the State of Florida have tested positive for COVID-19, with approximately 3,684 deaths, and it appears that the emergency situation is continuing relating to COVID-19 in Florida; and

WHEREAS, there has been an increase in COVID-19 cases in Volusia County and in Daytona Beach Shores and there is a serious health risk posed by COVID-19 to the residents of the City of Daytona Beach Shores, city employees and elected officials; and

WHEREAS, the City of Daytona Beach Shores City Council desires to take timely precautions to protect the Daytona Beach Shores residents, visitors, and city employees from the further spread of COVID-19 by limiting contact exposure and other means of spreading of this deadly virus; and

WHEREAS, this Declaration of Emergency is not subject to the seven-day duration limitation referenced in Section 252.38(3)(a)(5), Florida Statutes, because it is not in reference to "an emergency affecting only one political subdivision"; and

NOW, THEREFORE, be it resolved by the City Council of the City of Daytona Beach Shores as follows:

SECTION 1. Findings of Fact.

**CITY OF DAYTONA BEACH SHORES, FLORIDA
DECLARATION OF EMERGENCY PROCLAMATION**

The Whereas clauses set forth above are hereby adopted as findings of fact and are a part of this Proclamation.

SECTION 2. State of Emergency; Designation of City Manager

The City Council of the City of Daytona Beach Shores, Florida, in accordance with its home rule powers, and the powers vested in it pursuant to Chapter 252, Florida Statutes, does hereby proclaim the existence of a State of Emergency in the City of Daytona Beach Shores, Florida due to the threat of COVID-19 and declares:

1. The City Council designates the City Manager, or designee in his absence, to take actions to protect the community, while under the State of Emergency. The City Manager, or designee in his absence, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Florida Statutes and the Daytona Beach Shores City Code. This Proclamation further authorizes the City Manager, or designee in his absence, to utilize all lawful authority granted to the City of Daytona Beach Shores by Federal, State, County, or City Emergency Management Laws, Rules, Regulations, or Orders.
2. All existing laws, ordinances, and rules inconsistent with any rule or order specifically promulgated under this Proclamation shall be suspended during this period of time and to the extent that such conflict exists.
3. The City Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the City of Daytona Beach Shores Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the City hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
 - Entering into contracts;
 - Incurring obligations;
 - Employment of permanent and temporary workers;
 - Utilization of volunteer workers;
 - Rental of equipment;
 - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
 - Appropriation and expenditure of public funds
5. If deemed appropriate by the City Manager, and in consultation with the Mayor and Public Safety officials, is authorized during this State of Emergency to:
 - (1) Establish curfews, including, but not limited to, the prohibition of or restrictions on pedestrian and vehicular movement, standing and parking, except for the provisions of designated essential services, such as fire, police, emergency medical services (including the transportation of patients and emergency calls by physicians or other approved medical personnel), and public works services (including utility emergency repairs).
 - (2) Utilize all available resources of the city government as reasonably necessary to cope with the disaster emergency, including emergency expenditures not to exceed one hundred thousand dollars (\$100,000) per item.
 - (3) Declare certain areas of the city off limits and closed to all nonessential personnel.

**CITY OF DAYTONA BEACH SHORES, FLORIDA
DECLARATION OF EMERGENCY PROCLAMATION**

- (4) Make provisions for the availability and use of temporary emergency housing and the emergency warehousing of materials.
- (5) Establish an emergency operating center and employee shelter in addition to or in place of those provided for in the Volusia County's emergency plan.
- (6) Declare that during an emergency it shall be unlawful for any person, firm or corporation operating within the city to charge more than the normal, average retail price for any merchandise, goods, or services sold during the emergency. The average retail price as used herein is defined to be that price at which similar merchandise, goods or services were being sold during the ninety (90) days immediately preceding the emergency or a markup which is not a larger percentage over wholesale cost than was being added to wholesale cost before the emergency.
- (7) Confiscate merchandise, equipment, vehicles, or property needed to alleviate the emergency. Reimbursement shall be within sixty (60) days and at customary value charged for the items during the ninety (90) days previous to the emergency.
- (8) In cooperation with Volusia County Emergency Management and on behalf of the city, call on the National Guard of the Army, Coast Guard or other law enforcement divisions as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
- (9) Activate the statewide mutual aid system.
- (10) Prohibit the sale or distribution of any alcoholic beverage, with or without the payment or a consideration therefore.
- (11) Prohibit possession by any person in a public place of any portable container containing any alcoholic beverage.
- (12) Implement or recommend CDC mask use guidelines.
- (13) Close places of public assembly with designated exceptions, if any.
- (14) Close, limit occupancy, or impose restrictions on, any commercial establishment(s), or types of commercial establishment(s), to limit the spread of Covid-19.
- (15) Take any and all actions necessary or appropriate to comply with any and all directives of the federal or state government for the protection of the citizens of and visitors to the City of Daytona Beach Shores.
- (16) Take any and all additional actions necessary or appropriate for the protection of the citizens of and visitors to the City of Daytona Beach Shores after consideration of federal, state, health department, and county directives, and after notification of, and consultation individually with, as much as reasonably possible, the Mayor and City Councilers of Daytona Beach Shores.

SECTION 3. Penalties for Violations.

Any person violating any rule or order issued pursuant to this Proclamation or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 1-8 of the Code of the City of Daytona Beach Shores; and/or subject to code enforcement actions and enhanced fines as determined by the City Manager. Each day of continued non-compliance or violation shall constitute a separate offense. In addition, any business in the city found guilty of violating any provision of this

**CITY OF DAYTONA BEACH SHORES, FLORIDA
DECLARATION OF EMERGENCY PROCLAMATION**

Proclamation or the emergency measures which may be made effective pursuant to this Proclamation may be subject to an action for the suspension or revocation of its right to operate in the city by the City Council. Nothing contained in this section shall prevent the city from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with or violation of this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to an equitable action for injunctive relief or any action at law for damage.

SECTION 4. Conflicts.

Any and all Proclamations or parts of Proclamations in conflict herewith are hereby repealed.

SECTION 5. Severability.

If any provision or portion of this Proclamation or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Proclamation, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Proclamation are declared severable.

SECTION 6. Direction to Implement.

The City Council directs the City Manager to implement this Proclamation.

SECTION 7. Effective Date.

This Proclamation shall become in full force and effect upon adoption, and shall continue for a period of sixty (60) days unless extended by the City Manager if, in his reasonable discretion, the extension is appropriate considering information obtained from the state and federal government. If extended, a notice of extension will be posted on the city's website, will be posted on the front door of City Hall, and will be emailed to any person or entity that has requested in writing such notice.

This Proclamation was duly adopted at a Meeting of the City Council of the City of Daytona Beach Shores, Florida, held on the ____ day of _____, 2020.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES,
FLORIDA, THIS ____ DAY OF _____, 2020.**

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



**CITY COUNCIL AGENDA MEMORANDUM
JULY 14, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: State of Emergency - COVID 19 Face Coverings

SYNOPSIS:

This Emergency Order follows Volusia County guidelines and urges everyone in Daytona Beach Shores to wear a face covering in public if social distancing can't be achieved.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The State of Florida and the County of Volusia have not mandated that face coverings be worn while out in public, but there are a few cities that have initiated mandatory face coverings with and without penalties.

LEGAL REVIEW:

This Emergency Order, which strongly urges the use of face coverings to help prevent the spread of COVID-19, is legally acceptable.

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Order - COVID-19 - Urging Face Coverings

**CITY OF DAYTONA BEACH SHORES
STATE OF EMERGENCY – COVID-19**

ORDER #____

URGING USE OF FACE COVERINGS

Beginning 8:00 a.m. 7/15/20 until rescinded

Pursuant to the authority vested in me as Daytona Beach Shores City Manager by the City Council of the City of Daytona Beach Shores, in accordance with CITY OF DAYTONA BEACH SHORES, FLORIDA DECLARATION OF EMERGENCY PROCLAMATION approved on July 14, 2020, and in a further effort to reduce the potential spread of the deadly COVID-19, I hereby declare that the City strongly urges that every person working, living, visiting, or doing business in the City of Daytona Beach Shores wear a face covering in any indoor location, other than their home or residence, when not maintaining social distancing from other person(s), excluding family members or companions. Facial coverings are not required to be worn by the following persons:

- Persons under the age of two years
- Persons for whom a face covering would cause impairment due to an existing health condition
- Persons working in a business or profession who do not have interactions with other persons
- Persons exercising while maintaining social distancing
- Persons working in an office when all interactions with others is done with social distancing as recommended by the CDC
- Persons while eating and/or drinking at a restaurant; provided, however face coverings must otherwise be worn in restaurants

Done and ordered this 14th day of July, 2020.

**MICHAEL T. BOOKER
CITY MANAGER**



CITY COUNCIL AGENDA MEMORANDUM JULY 14, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Michael Booker, City Manager

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion to establish a Port Orange/South Daytona Chamber of Commerce Annex in Daytona Beach Shores

SYNOPSIS:

Lease agreement for one year between the Chamber and Mrs. Papalambros to help establish a Port Orange/South Daytona Chamber of Commerce annex in Daytona Beach Shores. The location of the proposed annex is in the shopping center adjacent to our Public Safety building. For several years the City of DBS has been without its own Chamber of Commerce and it is our hope that this will help establish a benefit to our existing businesses. The PO/SD Chamber is an excellent match for the majority of smaller businesses in the Shores. The City will need to enter into a separate agreement with the Chamber.

FISCAL IMPACT STATEMENT:

The total lease amount is \$1378 per month for one year.

BACKGROUND:

LEGAL REVIEW:

The City is not a party to this lease. The City legally may, if it chooses to do so, agree to pay to the chamber of commerce (through a separate agreement) the fixed rental amount under the lease for a period of one year. It is not recommended that the City become a party to the lease due to provisions of the lease, particularly indemnification provisions.

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. LEASE Unit D Chamber July revised rent

LEASE

THIS LEASE, made this 16th day of July, 2020, between **Panorea Papalambros** of 45 John Anderson Drive, Ormond Beach, Florida 32176, herein called Lessor, and **Port Orange/South Daytona Chamber of Commerce**, herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Daytona Beach Shores, County of Volusia, State of Florida, described as 3060 (unit D-herein attached on exhibit) South Atlantic Avenue, Daytona Beach Shores, Florida 32118. Upon the following TERMS and CONDITIONS:

- 1. Term and Rent.** Lessor demises the above premises for a term of **1 year**, commencing _____, and terminating on _____, or sooner as provided herein, at the rental rate of **\$1300 per month**. In addition to said rental, Lessee shall pay sales tax on rent, currently at 6% for a total of **\$78.00** on the monthly rent during the term of this Lease, for a total monthly rent of **\$1378.00**. Rental payments are due on the 1st day of each and every month. All rental payments shall be made to Lessor, at the address specified above. There will also be a security deposit of \$1300.00. Lessee is responsible for the amount of electricity used, garbage and water. Lessee may construct, repair, replace and/or renovate any and all improvements on the herein Leased Premises as it may see fit, provided the Lessor grants consent and approval, which shall not be unreasonably withheld, and as long as all bills for said improvements are paid by Lessee. Lessee agrees to use licensed contractors for any work deemed necessary to comply with local rules and regulations. Lessor will construct a handicap ADA bathroom, and Lessor will replace both A/C units on the roof, and complete the flooring in the side room on the north east.
- 2. Use.** Lessee shall use and occupy the premises consistent with that of a chamber of commerce. Lessee shall not use or

permit the premises to be used for any illegal, immoral or improper purpose or permit any waste, nuisance, disturbance, noise or annoyance whatsoever detrimental to the premises or to adjoining properties or their occupants. Lessee shall, at its own expense, comply with all requirements of law and with all ordinances, regulations and orders of any State, County, municipal or other public authority affecting the premises.

- 3. Care and Maintenance of Premises.** The Lessee shall, at his own expense, be responsible and maintain the air conditioning units and at all times, maintain the premises in good, sound, clean, serviceable and safe condition. Lessor shall be responsible for all repairs to roof, exterior walls, and structural foundations.
- 4. Destruction of Premises.** In the event of the destruction or substantial damage of the said demised premises by fire, storm, Act of God, or other casualty, without the fault of Lessee, to the extent that the same are rendered reasonably unfit for use, and provided Lessee serves Lessor with a written notice of such destruction or damage, thereupon, upon Lessor's receipt of such notice, rents provided for herein shall cease until the demised property shall be restored or rebuilt to such condition as before such damage or injury; provided, however, that Lessor shall not be required to restore or rebuild the property, but it shall have the option, after the receipt of Lessee's written notice, either (a) to restore and rebuild the property or (b) to terminate this Lease. Lessor's option either to restore or rebuild the premises, or to terminate the Lease, must be exercised by written notice to Lessee within thirty (30) days after being notified of the destruction or damage. If Lessor exercises its option to rebuild and restore the premises, the rentals provided for in this Lease shall be payable from the date of completion of such restoration and rebuilding. If Lessor exercises its option

to terminate this Lease, such termination shall be effective upon Lessor's issuance of such written notice, this Lease shall be automatically terminated, and each of the parties hereto shall be fully released and discharged from all further obligations hereunder.

5. Default of Lessee. If the leased property shall be deserted or vacated, or if there shall be a default in the payments of rent or any part thereof for more than thirty (30) days after the due date of the same, or if there shall be a default in the performance of any other covenant of the Lease, and the Lessee has not remedied the default after the receipt of a written notice, sent by certified mail, giving the Lessee fifteen (15) days from the receipt of the notice to remedy the default, Lessor shall in such case have the right to terminate this Lease by written notice of such termination to Lessee. Such termination shall be effective upon Lessor's giving such written notice of termination and Lessor shall thereupon have the right to re-enter or repossess the leased premises, either by force, summary proceedings, surrender or otherwise, and dispossess and remove Lessee or other occupants thereof, and their effects, without being liable to any suit or prosecution therefore. Lessee hereby waives any notice of intention to evict or re-enter or of instituting legal proceedings to that end. All sums and amounts owed by Lessee to Lessor shall bear interest after maturity at the rate of twelve percent (12%) per annum.

6. Indemnity and Liability disclaimer. Lessee agrees to indemnify and hold Lessor harmless from any and all liabilities, suits, claims, demands, actions, costs, expenses, damages and any attorneys' fees or cost of suit arising there from as a result of Lessee's occupancy of the leased property: including damage to property occasioned by Tenant's use

and occupancy of the demised premises or to any use or occupancy which Tenant may permit to suffer to be made of the demised premises: and injury or death to persons occurring in or about the demised premises. This paragraph shall survive expiration of the Lease.

- 7. Insurance.** Prior to Lessee taking possession of the leased premises, Lessee shall at its own expense, obtain a general liability insurance policy in the amount of Five Hundred Thousand and no/00 (\$500,000) Dollars naming the Lessor as a certificate holder to receive notification prior to the policy being cancelled. The Lessee will maintain the above insurance policies throughout the entire term of the Lease.
- 8. Late Fee.** In addition to any other provision contained in this Lease, Lessee shall pay Lessor a late fee of One Hundred and no/00 (\$100.00) Dollars for any rent payment not physically received by Lessor within the seven (7) calendar days of that payment's respective due date.
- 9. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Signed this _____

Lessor: _____,
Panorea Papalambros of 45 John Anderson Dr, Ormond Beach, Fl
32176

Lessee: _____,



**CITY COUNCIL AGENDA MEMORANDUM
JULY 14, 2020 AGENDA**

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

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA,
SETTING THE PROPOSED MILLAGE RATES FOR THE CITY FOR FISCAL YEAR 2020-2021;
PROVIDING AN EFFECTIVE DATE.

SYNOPSIS:

As part of the annual Truth in Millage procedures the City must adopt each year a proposed property tax rate which will be published in the Notice of Proposed Property Taxes usually mailed to all property owners in mid August. This notice communicates to each property owner the millage rate the city is proposing to levy for each new tax year. This resolution also sets the date and time for both the tentative millage rate hearing and tentative budget hearing.

FISCAL IMPACT STATEMENT:

This rate sets the maximum amount of taxes to be levied by the City for the fiscal year 2020-2021.

BACKGROUND:

N/A

LEGAL REVIEW:

The Truth in Millage (TRIM) process informs taxpayers and the public about the legislative process by which local taxing authorities (such as the City Council) determine ad valorem (property) taxes. Florida law provides for public input and for governing bodies of taxing authorities to state specific reasons for proposed changes in taxes and the budget.

When levying a millage, taxing authorities must follow Chapter 200, *Florida Statutes*, which governs TRIM. According to Florida law, failure to meet TRIM requirements will result in the loss of revenue

sharing for the taxing authority.

The Volusia Property Appraiser will soon be mailing the Notice of Proposed Property Taxes (TRIM notices) to all property owners in Volusia County. The TRIM notice will calculate property taxes using the proposed FY 2020/2021 tax rates for all taxing entities, including the City of Daytona Beach Shores, as well as the time, date and place for the first public hearing for property tax rate and budget adoption.

During the 2 public hearings conducted for adoption of a property tax rate and budget, the City Council may levy a tax rate lower than the rate proposed in the TRIM notices, but it cannot exceed the rate used in the TRIM notices.

The City Council will later provide final budget direction and consider and adopt a tax rate and budget for FY 2020/2021.

RECOMMENDATION:

Approve Resolution 2020-06

SUGGESTED MOTION:

Motion to approve Resolution 2020-06

ATTACHMENT: 1. Resolution - FY20-21 Proposed Millage Rate

RESOLUTION 2020-06

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, SETTING THE PROPOSED MILLAGE RATES FOR THE CITY FOR FISCAL YEAR 2020-2021; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Statutes, including Chapter 200.065(2)(e) 1., provide that the City Council shall adopt a proposed millage rate, and;

WHEREAS, the Volusia County Property Appraiser has certified a rolled-back rate of \$5.0476 per \$1,000 of taxable value for the City of Daytona Beach Shores.

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

SECTION ONE: There is hereby adopted a proposed millage rate of \$5.2300 per \$1,000 of taxable value for the general operating budget for the fiscal year 2020-2021. This final millage rate is 3.61% above the rolled-back rate of 5.0476.

SECTION TWO: There is hereby adopted a proposed millage rate of \$1.7977 per \$1,000 of taxable value for voted general obligation debt service for the fiscal year 2020-2021. Voters approved a general obligation debt issuance on November 7, 2006 to underground utilities and conduct related streetscape projects.

SECTION THREE: The date and time of the Tentative Millage Rate hearing shall be Wednesday September 9, 2020 at 6:00pm and shall be followed immediately by the Tentative Budget Hearing.

SECTION FOUR: This Resolution shall be effective immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

MICHAEL BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

BECKY VOSE, CITY ATTORNEY

Passed and Adopted on this _____ day of _____, 2020