



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA

NOTICE OF VIRTUAL CITY COUNCIL MEETING

[NO IN PERSON ATTENDANCE BY THE PUBLIC WILL BE ALLOWED AT THIS MEETING.]

AUGUST 25, 2020, 6:00 P.M.

The City Council of the City of Daytona Beach Shores, Florida, will be holding a virtual city council meeting on August 25, 2020 at 6:00 p.m. The meeting will be a virtual meeting in which City Council Members and City staff shall attend by teleconference (Zoom), and the public may attend and comment by means of email communications and teleconference (Zoom) as set forth herein. The teleconference meeting format allows for social distancing among City Council Members, City staff and the public in accordance with policies issued by Federal, State and County health officials.

Please note that Governor Ron DeSantis' Executive Order Number 20-69 suspended the requirement of a quorum to be present in person or requires that a local government body to meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings. That is what the City Council will be implementing during this virtual City Council meeting. The City is diligently working to adhere, to the maximum extent practicable, with the Presidential "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued by President Trump and the associated Executive Orders issued by Governor DeSantis, as well as health guidance and directives issued by Federal and State authorities.

Members of the public and the media are welcome to attend the City Council meeting virtually through Zoom. The public may attend the meeting as follows:

Join via Phone for audio only

- (312) 626-6799
- (929) 205-6099
- (301) 715-8592
- (346) 248-7799
- (669) 900-6833
- (253) 215- 8782

ID #: 818 4918 7118

To view or join the meeting via smartphone, tablet or computer please click here and then click the button that says join meeting:

<https://www.dbshores.org/375/Virtual-Public-Meeting-Information>

An alternative method has been established to receive public comment during this virtual City Council meeting. Written public comments can be emailed to the City Clerk at cschwab@cityofdb.org. Comments received by means of email by no later than 4:00 p.m. on August 25, 2020 will be read into the record (to the extent that each email can be read in a period of not more than three minutes) during the meeting and become part of the permanent record of the meeting. If emails are received after that time, every reasonable effort will be made to process the comment, but, due to the circumstances, that cannot be guaranteed. If emails are longer than can be read in three minutes, they will not be read, but will be appended to the minutes of the meeting.

In accordance with State law, minutes of the meeting will be kept.

In accordance with the *Americans with Disabilities Act*, persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at cschwab@cityofdb.org or at 386-763-5364 in advance of the meeting, but, due to exigencies, the ability of the City to provide accommodation may be compromised and limited.

The City asks its residents, businesses and customers to be patient, as we utilize technologies to provide essential business operations during this time. The City will continually work to ensure residents and business have access to public meetings and public records.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Employee Service Awards
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes July 14, 2020
 - B. City Council Budget Workshop Minutes August 7, 2020
- 7. CONSENT AGENDA:**
 - A. Public Safety June monthly report
 - B. Public Safety July monthly report

- C. Community Services June, 2020 Report
- D. Community Services July, 2020 Report
- E. Building Division July, 2020 Report
- F. Building Division June, 2020 Report
- G. Approval of one year renewal to Interlocal Agreement with County for Distribution of Local Option Fuel Tax
- H. Approval to utilize forfeiture funds

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report August 25, 2020

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report August 25, 2020

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. Ordinance 2020-09: Public Beach Access Walkway Dedication to City by Aruba Ventures, LLC (3721 S. Atlantic Avenue)
- B. Budget Amendment Resolution - Debt Payment Acceleration
- C. Resolution 2020-08: Transmittal of Comprehensive Plan Amendment
- D. Regular Site Plan RSP12020018: Oceans 25 Townhomes, 2900 S. Atlantic Avenue
- E. Stroud's BBQ 90-Day Trial - Outdoor Smoker
- F. Cares Act Funding
- G. Discussion On Temporary Promotional Activities
- H. Discussion on creating a policy for councilmember activities
- I. City Manager Evaluation Summary

- J. Citizen Petition to Discuss health, safety and welfare of the citizens in relating to the COVID-19 pandemic

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 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

Employee service awards

Officer Zachary Rooney – 5 yrs

Steve Wolf – 5 yrs

Kim Smith – 15 yrs

Sgt. Francis TJ Moore – 20 yrs

Lt. Michael Schoenbrod – 20 yrs

Brian Edwards – 35 yrs

MINUTES
CITY COUNCIL MEETING
July 14, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Council Minutes June 23, 2020

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the City Council Minutes of June 23, 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. 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

Vice Mayor Bryan asked to remove the May Financial report for discussion.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER 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

Vice Mayor Bryan requested the Finance Director to explain the city's debt obligations. Finance Director Swartzlander explained the different general obligation bonds and the notes that were outstanding. He also reviewed the various bank accounts that the city had. It was explained that Bank of America was questioned about any pre-payment penalties for the outstanding debt, but had not responded prior to the meeting. Vice Mayor Bryan would like to consider paying off the debt if there were no penalties associated with it.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER BRYAN to Approve the May Finance Report.

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 July 14, 2020

Attorney Vose reviewed the items submitted in her monthly report.

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

A. City Manager Report July 14, 2020

City Manager Booker provided a brief update on the Halifax Health Urgent Care. He reported that bids were awarded for the construction but the Corona Virus had slowed down their progress. They anticipate opening next Spring. He explained that his manager's report this month summarized last year's Visioning and Strategic Plan. He highlighted the accomplishments that had occurred so far.

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

City Planner Stewart Cruz explained that with direction from the council, the City Attorney drafted Resolution 2020-05 and the accompanying agreement to allow the Strouds a 90-day trial for the outdoor smoker.

VICE MAYOR RICHARD BRYAN Moved, Seconded By COUNCILMEMBER MEL LINDAUER To adopt Resolution 2020-05 on first reading.

Vote: Motion Carried By Unanimous Roll Call Vote (**Summary:** Yes = 4 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer **Abstain:** Councilmember Michael Politis.

- B. DECLARING A STATE OF EMERGENCY DUE TO THE THREAT OF COVID-19

Attorney Vose read the title of the proclamation for the record. She explained that the City had issued an Emergency Ordinance back in March but it has to be updated every 60 days.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve DECLARING A STATE OF EMERGENCY DUE TO THE THREAT OF COVID-19.

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

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

- C. State of Emergency - COVID 19 Face Coverings

Mayor Miller began the discussion by stating that the city would support the county's Step Up program. She encouraged everyone to wash up, back up and mask up. She asked Dr. Woodard, a local doctor, to speak on the COVID-19 pandemic and the importance of wearing a mask. He explained that positive cases have been increasing in Florida lately. There currently is no vaccine and no true treatment. The most important factor in preventing the spread is social distancing. When you can't distance yourself, wearing a mask will help reduce the virus droplets from hitting you. Public Safety Director Dembinsky spoke on trying to enforce a mask mandate. He explained that the officers would have an issue trying to enforce a citation on someone if they stated they had a health condition. Due to HIPPA laws, you can't force them to explain their medical status. Both CMBRS Frizalone and Politis did not want to make the policy ambiguous for enforcement. CMBR Lindauer felt that since other cities had a mandate order on masks, we could too.

Audience Comments: Rosana Scaccia spoke as Chairman of the People's Voice PAC. She performed a poll of her followers on whether people should wear a mask in public. Of those who responded it was 50/50. Carol Christopher felt that the local businesses should be more responsible in mandating a mask for entry. John Schmitz agreed that Public Safety Officers shouldn't get involved with enforcement. He agreed that it is worthwhile to wear a mask in

public and noted that he does see more people wearing them. Bill Dryer and Tiffany Conway also agreed that enforcement would be too hard.

Attorney Vose read the order on face coverings with the words "city requires".

COUNCILMEMBER BRYAN moved, seconded by COUNCILMEMBER LINDAUER to Approve the order requiring face coverings in public.

Vice Mayor Bryan wanted to discuss his handouts that showed world wide death figures due to the virus. CMBR Politis explained that as a body, they just unanimously passed an Emergency Order to allow the City Manager the ability to handle items like this. CMBR Frizalone agreed, a mandate is not anything without the ability to enforce it. CMBR Lindauer felt the local businesses wanted the order in place.

COUNCILMEMBER POLITIS moved, seconded by COUNCILMEMBER FRIZALONE to amend the motion to state strongly urge instead of requires a face mask.

Vote: Motion carried by roll call vote (**summary:** Yes = 3 No = 2).

Yes: Mayor Nancy Miller, , Councilmember Michael Politis, Councilmember Richard Frizalone **No:** Councilmember Mel Lindauer, Vice Mayor Richard Bryan

The order would now state strongly urge the wearing of face coverings.
vote on motion:

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

Yes: Mayor Nancy Miller, , Councilmember Michael Politis, Councilmember Richard Frizalone, Councilmember Mel Lindauer **No:** Vice Mayor Richard Bryan

The Mayor requested a five-minute recess.

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

Debbie Connors from the Port Orange/South Daytona Chamber of Commerce spoke to the Council. She has been working with Mayor Miller and Stacy Conomos to investigate opening a chamber annex in the city. They have found adequate office space and would provide a part time staff. The City Manager explained that it would be a pilot program for one year. If council gave consensus, the City Attorney would draft an agreement between the city and the chamber. After a brief discussion, the council gave consensus.

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.

The City Attorney read the Resolution in its entirety. Finance Director Swartzlander reminded

everyone that the budget workshop is on Friday, August 7th beginning at 1:00 pm. The first budget hearing would be on Wednesday, September 9th at 6:00pm. He recommended keeping the current millage rate of 5.23 for next year. The council could still lower the rate in September, but they could not increase it. There are some revenue sources that are still being evaluated due to the Corona Virus. The rate would be a minimal increase of \$45 annually per household. Vice Mayor Bryan wanted to postpone setting a tentative rate until more information was obtained on the general obligation debt payoffs. The remaining council didn't agree.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Adopt RESOLUTION 2020-06 on first reading.

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

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

12. COUNCIL COMMENTS:

Vice Mayor Bryan spoke on amending the job descriptions for both the City Manager and the City Council to include both qualitative and quantitative measures. Both CMBRS Politis and Frizalone did not feel it was necessary to make any changes. The Vice Mayor felt that the council hadn't been doing everything they could to ensure cost effectiveness. He inquired on how best to poll the citizens and also get emergency messages out to the residents.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Tony Rembiszewski spoke of the recent Planning & Zoning meeting he attended. The project discussed were the proposed Oceans 25 Townhomes. He had many concerns regarding the project from extra vehicle traffic to the construction timeline. He also felt the engineer didn't properly answer the questions from the residents.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Mayor Miller would like to revisit allowing temporary promotional activities.

15. ADJOURNMENT:

The meeting ended at 8:42 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COUNCIL MEETING
August 7, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. Discussion on Proposed Budget FY 2020-2021

Finance Director Kurt Swartzlander began his presentation stating that the city had a \$10 million increase in new construction value this past year. In July, the Council voted on a proposed millage rate of 5.23 mils. After preparing a very conservative budget, he advised that the Council could keep the roll-back rate of 5.0476 mils and be balanced. He explained that some revenue estimates were still being provided by the state and what he had so far were lower than last year. The general obligation debt millage is proposed at 1.7350 mils. It was noted that salaries were only being adjusted by the existing merit based pay plan. The sewer fund budget was basically flat this year with little change. He inquired if anyone had any specific questions regarding a budget item and there were none.

The council began a discussion on debt service payoff. There are currently a total of 5 loans outstanding, one in the sewer fund and four in the general fund. The payoff for the sewer loan is approximately \$851,000 as of August 31, 2020. This would save \$23,000 in interest for enterprise fund and still leave \$8,718,000 in reserves. The Bank of America loan from 2005 will be paid off in 2026. The amount owed is \$4.7 million. Using the funds restricted for debt service of \$3,056,000 and funds assigned for the underground project of \$2,257,000, the loan could be paid this year and save approximately \$450,000 in interest. Director Swartzlander explained these two loans were part of a Budget Amendment on the next council agenda. The Bank of America loan from 2010 is scheduled to be paid in full this October.

The remaining two loans from 2007 and 2008 could be paid off in the next two years using voted debt payments and would save two years in payments. The interest savings would be \$128,000. Another scenario is to collect the voted debt millage this year and pay both loans off in one year to save \$211,000 in interest. A third scenario is to utilize \$1.24 million in reserves, \$2,257,000 from underground project, and the \$3,056,000 in debt service and pay both loans this year saving \$313,000 in interest. The city's reserves would still have a balance of \$11.3 million. The council discussed the different scenarios presented and gave consensus to move forward with the final scenario of paying off all the city's debt in the next year.

Councilmember Frizalone began a discussion on increasing the starting salary for Maintenance Workers from \$12.00/hr to \$15.00/hr. Mayor Miller explained that just changing a few positions could lead to morale issues. After a brief discussion, the council were in agreement to look at the wage plan. They would like to reward loyalty and service to keep morale up. Staff was instructed to bring forward suggestions for the beginning of the new year.

Finance Director Swartzlander asked for a millage rate for the next budget year and it was decided by consensus to use the roll back rate of 5.0476.

4. ADJOURNMENT:

The workshop ended at 2:54 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR JUNE 2020

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	<i>Jun-20</i>	<i>20/YTD</i>	<i>Jun-19</i>	<i>19/YTD</i>
<i>Police Related Calls</i>	2,660	14,212	2,976	18,317
<i>Fire Related Calls</i>	31	272	49	246
<i>Rescue Related Calls</i>	99	466	101	591
<i>Fire Related Alarms Sounding</i>	10	77	17	71
<i>Traffic Citations</i>	151	1,182	460	2,798
<i>Written Warnings</i>	92	325	109	715
<i>Building Inspections</i>	39	172	54	319
<i>Arrests: Adults</i>	25	178	59	360
<i>Juveniles</i>	0	7	0	3
<i>Civil Citations</i>	0	0	10	89
<i>City Ordinance Charges</i>	0	0	0	0
<i>Florida State Statute Charges</i>	40	282	68	677
<i>Accidents: Total</i>	20	86	36	147
<i>Street/Highway</i>	14	55	16	79
<i>Parking Lot</i>	6	48	20	68

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-06-01 through 2020-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	801	30.11 %	26.70
MISCELLANEOUS LE CALL	MISC	370	13.91 %	12.33
TRAFFIC STOP	TS	339	12.74 %	11.30
PROPERTY CHECK	PRC	288	10.83 %	9.60
SUSP PERSON	SPER	55	2.07 %	1.83
TELEPHONE HANDLE	THC	48	1.80 %	1.60
SUSP VEHICLE	SVEH	47	1.77 %	1.57
DISTURBANCE	DIST	38	1.43 %	1.27
SUSPECT STOP	SS	34	1.28 %	1.13
FLAG DOWN	FLAG	33	1.24 %	1.10
SPECIAL DETAIL	SDL	33	1.24 %	1.10
TOWED VEHICLE	TOW	33	1.24 %	1.10
SUSP INCIDENT	SINC	30	1.13 %	1.00
RECKLESS DRIVER	RD	28	1.05 %	0.93
MEDICAL EMERGENCY	MED1	21	0.79 %	0.70
RADAR	RADAR	21	0.79 %	0.70
CIVIL COMPLAINT	CIVIL	19	0.71 %	0.63
FIREWORKS	FIREWK	18	0.68 %	0.60
INVESTIGATION	INV	18	0.68 %	0.60
TRESPASSERS	TRES	17	0.64 %	0.57
DIRECTED PATROL REQUEST	DPR	16	0.60 %	0.53
THEFT	THEFT	16	0.60 %	0.53
WALKUP	WALKUP	16	0.60 %	0.53
911 CK/OPEN LINE	911CK	15	0.56 %	0.50
MVA	MV	15	0.56 %	0.50
NOISE	NOISE	15	0.56 %	0.50
FALL- NON EMERGENCY	TRAU3	11	0.41 %	0.37
ASSAULT/BATTERY	ABAT	10	0.38 %	0.33
DISABLED VEHICLE	DAV	10	0.38 %	0.33
ELEVATOR CALL	ELEV	10	0.38 %	0.33
FIRE ALARM	ALARMF	10	0.38 %	0.33
FOUND PROPERTY	PROPF	10	0.38 %	0.33
BUSINESS ALARM	ALARMB	9	0.34 %	0.30
FIGHT	FIGHT	9	0.34 %	0.30
DOMESTIC DISTURBANCE	DV	7	0.26 %	0.23
FRAUD	FRAUD	7	0.26 %	0.23
WARRANT	WAR	7	0.26 %	0.23
MEDICAL NON-EMERG	MED2	6	0.23 %	0.20
NARCOTICS	NARC	6	0.23 %	0.20
ASSIST AGENCY	ASSIST	5	0.19 %	0.17
FLEEING DRIVER	FLEE	5	0.19 %	0.17
INFORMATION GIVEN	INFO	5	0.19 %	0.17
MEDICAL UNKNOWN	ALARMM	5	0.19 %	0.17
STROKE / CVA	CVA	5	0.19 %	0.17
UNCONSCIOUS	UNC	5	0.19 %	0.17
VANDALISM	VAND	5	0.19 %	0.17

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-06-01 through 2020-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
WELL BEING CHECK	WBC	5	0.19 %	0.17
ANIMAL COMPLAINT	AC	4	0.15 %	0.13
BURGLARY ALARM	ALARM	4	0.15 %	0.13
HIT&RUN MVA	MVHR	4	0.15 %	0.13
ILLEGAL PARKING	PARK	4	0.15 %	0.13
LOST PROPERTY	PROPL	4	0.15 %	0.13
MVA MAJOR	MVMI	4	0.15 %	0.13
MVA W/ INJURIES	MVI	4	0.15 %	0.13
ROAD OBSTRUCTION	RDOB	4	0.15 %	0.13
SUICIDAL PERSON	SP	4	0.15 %	0.13
TRAUMA CRITICAL	TRAUE	4	0.15 %	0.13
TRAUMA EMERGENCY	TRAU1	4	0.15 %	0.13
WALK & TALK	WT	4	0.15 %	0.13
ZONE ACCOUNTABILITY PATR	ZAP	4	0.15 %	0.13
BURGLARY	BURG	3	0.11 %	0.10
DEAD PERSON	DEAD	3	0.11 %	0.10
ESCORT	ESCORT	3	0.11 %	0.10
FIRST AID CALL	FAID	3	0.11 %	0.10
MENTALLY ILL PER	MIP	3	0.11 %	0.10
MENTALLY/EMOTIONAL	MIP1	3	0.11 %	0.10
STEP ZONE	STP	3	0.11 %	0.10
TRAFFIC CONTROL	TC	3	0.11 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.08 %	0.07
CARDIAC ARREST	CPR	2	0.08 %	0.07
DROWNING	DROWN	2	0.08 %	0.07
DRUNK DRIVER	DUI	2	0.08 %	0.07
DRUNK PERSON	IP	2	0.08 %	0.07
FINGERPRINTS	PRINTS	2	0.08 %	0.07
PRISONER TRANS	PT	2	0.08 %	0.07
REPOSSESSED VEH	REPO	2	0.08 %	0.07
SEX OFFENSE	SO	2	0.08 %	0.07
STOLEN VEHICLE	SV	2	0.08 %	0.07
STRUC FIRE COMM/HIGHRISE	SFCH	2	0.08 %	0.07
TRAUMA NON EMERG	TRAU	2	0.08 %	0.07
ABANDONED VEH	AV	1	0.04 %	0.03
ALCOHOL VIOL	ALC	1	0.04 %	0.03
ASSIST	ASST1	1	0.04 %	0.03
ATT TO CONTACT	ATC	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BOLO	BOLO	1	0.04 %	0.03
BURG/RESD	BURGR	1	0.04 %	0.03
CAR BREAK	CB1	1	0.04 %	0.03
DANGEROUS COND FD	DCFD	1	0.04 %	0.03
FAILURE TO PAY	FTP1	1	0.04 %	0.03
FOUND CHILD	CHILDF	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-06-01 through 2020-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
JUVENILE	JUV	1	0.04 %	0.03
LOST CHILD	CHLDL	1	0.04 %	0.03
MVA W/ HAZARD	MVH	1	0.04 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.04 %	0.03
P/U UNWANTED RX DRUGS	PURX	1	0.04 %	0.03
PROWLER	PROW	1	0.04 %	0.03
RECOVERED SIG 10	SVR	1	0.04 %	0.03
SOLICITORS	SOL	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
VEH FIRE LARGE	VFL	1	0.04 %	0.03
WATER RESCUE	WATER	1	0.04 %	0.03
WEAPONS COMPL	WC	1	0.04 %	0.03
TOTAL CALLS:		2,660	100.00%	88.67

NOTE: CAD-generated statistical reports are compiled from a live database of calls for service; this live database requires frequent call updating to ensure real time data is correct and maintained. When compiling and comparing statistics over time, minor discrepancies are inherent and should be expected. For final report information on crime, Uniformed Crime Reporting (UCR) statistics should be utilized.

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JUNE 2020 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ENGINE RESPONSE									
STRUCTURE FIRES	0	0	1	2	0	2	1	0	2
HAZARDOUS CONDITIONS	2	1	0	11	5	0	17	6	2
VEHICLE FIRES	0	0	0	0	0	0	0	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	0	0	3	1	0	7	3	2
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	2	1	0	9	0	0
SERVICE CALLS	18	0	1	158	18	8	105	27	3
FIRE ALARMS	9	0	1	71	2	2	67	4	3
CANCELLED EN ROUTE	3	1	4	44	20	20	37	13	10
TOTALS	32	2	7	291	47	32	243	53	22

CURRENT MONTH ESTIMATED FIRE DAMAGES

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

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	9	20	29	57	25	49
HOTEL/MOTEL	0	2	10	17	35	35
ASSEMBLY	0	0	2	0	3	5
MERCANTILE	0	0	5	4	11	11
RESTAURANT	0	1	4	4	11	3
BUSINESS	5	0	17	0	44	19
OTHER	2	0	21	0	36	0
CONSTRUCTION	0	0	31	4	42	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	0	6	0	9	8
TOTALS	16	23	125	86	216	130

PLANS EXAMINATION HOURS: 7 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JUNE 2020 STATISTICS

EMS CALLS

CURRENT MONTH

YEAR TO DATE

PRIOR YEAR

	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	52	10	1	289	69	4	286	49	9
BLS CALLS	29	5	2	174	50	11	197	39	9
TOTALS	81	15	3	463	119	15	483	88	18



CITY OF DAYTONA BEACH SHORES
DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR JUNE 2020

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

Replace battery	veh #97
Replace power steering pump	veh #142
Replace battery	Station 4
Repair cable assembly	Mower
Replace drive shaft assembly	Mower
Replace battery	veh #143
Repair air pressure gauge	veh ##77
Replace battery	veh #160
Replace battery	veh #165



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR JULY 2020 *SL*

	<i>Jul-20</i>	<i>20/YTD</i>	<i>Jul-19</i>	<i>19/YTD</i>
<i>Police Related Calls</i>	2,700	16,912	3,139	18,317
<i>Fire Related Calls</i>	62	334	42	246
<i>Rescue Related Calls</i>	105	571	105	591
<i>Fire Related Alarms Sounding</i>	14	91	14	71
<i>Traffic Citations</i>	149	1,331	375	2,798
<i>Written Warnings</i>	113	438	82	715
<i>Building Inspections</i>	26	198	50	369
<i>Arrests: Adults</i>	25	203	29	360
<i>Juveniles</i>	0	7	0	3
<i>Civil Citations</i>	0	0	0	89
<i>City Ordinance Charges</i>	0	0	0	0
<i>Florida State Statute Charges</i>	39	321	52	677
<i>Accidents: Total</i>	27	174	34	147
<i>Street/Highway</i>	14	93	18	79
<i>Parking Lot</i>	13	81	16	68

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-07-01 through 2020-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	727	26.93 %	23.45
TRAFFIC STOP	TS	394	14.59 %	12.71
MISCELLANEOUS LE CALL	MISC	378	14.00 %	12.19
PROPERTY CHECK	PRC	331	12.26 %	10.68
SUSP PERSON	SPER	74	2.74 %	2.35
TELEPHONE HANDLE	THC	51	1.89 %	1.65
SUSP VEHICLE	SVEH	35	1.30 %	1.13
MEDICAL EMERGENCY	MED1	33	1.22 %	1.06
SUSPECT STOP	SS	31	1.15 %	1.00
SPECIAL DETAIL	SDL	27	1.00 %	0.87
MVA	MV	22	0.81 %	0.71
RECKLESS DRIVER	RD	21	0.78 %	0.68
CIVIL COMPLAINT	CIVIL	20	0.74 %	0.65
FLAG DOWN	FLAG	20	0.74 %	0.65
INVESTIGATION	INV	20	0.74 %	0.65
NOISE	NOISE	20	0.74 %	0.65
DIRECTED PATROL REQUEST	DPR	19	0.70 %	0.61
SUSP INCIDENT	SINC	19	0.70 %	0.61
TRESPASSERS	TRES	18	0.67 %	0.58
WALKUP	WALKUP	18	0.67 %	0.58
DISTURBANCE	DIST	17	0.63 %	0.55
TOWED VEHICLE	TOW	17	0.63 %	0.55
FIRE ALARM	ALARMF	16	0.59 %	0.52
911 CK/OPEN LINE	911CK	14	0.52 %	0.45
FOUND PROPERTY	PROPF	14	0.52 %	0.45
RADAR	RADAR	14	0.52 %	0.45
FIGHT	FIGHT	13	0.48 %	0.42
FIREWORKS	FIREWK	12	0.44 %	0.39
WELL BEING CHECK	WBC	12	0.44 %	0.39
THEFT	THEFT	10	0.37 %	0.32
UNCONSCIOUS	UNC	10	0.37 %	0.32
WARRANT	WAR	10	0.37 %	0.32
ASSAULT/BATTERY	ABAT	9	0.33 %	0.29
NARCOTICS	NARC	9	0.33 %	0.29
ZONE ACCOUNTABILITY PATR	ZAP	9	0.33 %	0.29
BUSINESS ALARM	ALARMB	8	0.30 %	0.26
MEDICAL NON-EMERG	MED	8	0.30 %	0.26
VANDALISM	VAND	8	0.30 %	0.26
DISABLED VEHICLE	DAV	7	0.26 %	0.23
ELEVATOR CALL	ELEV	7	0.26 %	0.23
ESCORT	ESCORT	7	0.26 %	0.23
HIT&RUN MVA	MVHR	7	0.26 %	0.23
ILLEGAL PARKING	PARK	7	0.26 %	0.23
STROKE / CVA	CVA	7	0.26 %	0.23
TRAFFIC CONTROL	TC	7	0.26 %	0.23
ANIMAL COMPLAINT	AC	6	0.22 %	0.19

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-07-01 through 2020-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
BURGLARY ALARM	ALARM	6	0.22 %	0.19
MEDICAL UNKNOWN	MEDUNK	6	0.22 %	0.19
MENTALLY ILL PER	MIP	6	0.22 %	0.19
TRAUMA EMERGENCY	TRAU1	6	0.22 %	0.19
DRUNK PERSON	IP	5	0.19 %	0.16
INFORMATION GIVEN	INFO	5	0.19 %	0.16
ROAD OBSTRUCTION	RDOB	5	0.19 %	0.16
SUICIDAL PERSON	SP	5	0.19 %	0.16
TRAUMA CRITICAL	TRAUE	5	0.19 %	0.16
ASSIST AGENCY	ASSIST	4	0.15 %	0.13
ATT TO CONTACT	ATC	4	0.15 %	0.13
CITY ORDINANCE VIOLATION	COV	4	0.15 %	0.13
FALL- NON EMERGENCY	TRAU3	4	0.15 %	0.13
FINGERPRINTS	PRINTS	4	0.15 %	0.13
FLEEING DRIVER	FLEE	4	0.15 %	0.13
FRAUD	FRAUD	4	0.15 %	0.13
JUVENILE	JUV	4	0.15 %	0.13
LOST PROPERTY	PROPL	4	0.15 %	0.13
SEXUAL OFFENDER	SXF	4	0.15 %	0.13
CARDIAC ARREST	CPR	3	0.11 %	0.10
DEAD PERSON	DEAD	3	0.11 %	0.10
SHOPLIFTING	SHOP1	3	0.11 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.07 %	0.06
ALZHEIMERS	ALZ	2	0.07 %	0.06
BOAT EMERGENCY	BOATE	2	0.07 %	0.06
DANGEROUS COND FD	DCFD	2	0.07 %	0.06
DOMESTIC DISTURBANCE	DV	2	0.07 %	0.06
DRUNK DRIVER	DUI	2	0.07 %	0.06
FAILURE TO PAY	FTP1	2	0.07 %	0.06
FIRE OUTSIDE STRUCTURE	FOS	2	0.07 %	0.06
FOUND CHILD	CHILDF	2	0.07 %	0.06
MISSING PERSON	MP	2	0.07 %	0.06
MVA W/ INJURIES	MVI	2	0.07 %	0.06
SEX OFFENSE	SO	2	0.07 %	0.06
SMOKE IN STR COMM/HIRISE	SMISCH	2	0.07 %	0.06
STEP ZONE	STP	2	0.07 %	0.06
STRUC FIRE COMM/HIGHRISE	SFCH	2	0.07 %	0.06
TRAFFIC LITE OUT	TLO	2	0.07 %	0.06
WEAPONS COMPL	WC	2	0.07 %	0.06
ABANDONED VEH	AV	1	0.04 %	0.03
ABUSE	ABUSE	1	0.04 %	0.03
ARMED ROBBERY	AROB	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BOLO	BOLO	1	0.04 %	0.03
BURG/BUSINESS	BURGB	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-07-01 through 2020-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
HIT&RUN W/INJ PED	MVHRPI	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03
LOST CHILD	CHIDL	1	0.04 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.04 %	0.03
MVA W/ HAZARD	MVH	1	0.04 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.04 %	0.03
OPEN DOOR	OPD	1	0.04 %	0.03
PERSON SHOT	PSHOOT	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
PRISONER TRANS	PT	1	0.04 %	0.03
PROWLER	PROW	1	0.04 %	0.03
REPOSSESSED VEH	REPO	1	0.04 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.04 %	0.03
STOLEN VEHICLE	SV	1	0.04 %	0.03
STRUCTURE FIRE	SF	1	0.04 %	0.03
SUPPLEMENT	SUP	1	0.04 %	0.03
TRAUMA NON EMERG	TRAU	1	0.04 %	0.03
WATER RESCUE	WATER	1	0.04 %	0.03
TOTAL CALLS:		2,700	100.00%	87.10

NOTE: CAD-generated statistical reports are compiled from a live database of calls for service; this live database requires frequent call updating to ensure real time data is correct and maintained. When compiling and comparing statistics over time, minor discrepancies are inherent and should be expected. For final report information on crime, Uniformed Crime Reporting (UCR) statistics should be utilized.

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2020 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ENGINE RESPONSE									
STRUCTURE FIRES	1	0	1	3	0	3	1	0	2
HAZARDOUS CONDITIONS	4	0	1	15	5	1	19	7	2
VEHICLE FIRES	0	0	0	0	0	0	0	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	0	0	3	1	0	7	5	2
VEHICLE CRASHES W/ENGINE RESPONSE	1	1	0	3	2	0	10	0	0
SERVICE CALLS	34	6	0	192	24	8	137	35	3
FIRE ALARMS	14	0	0	85	2	2	81	4	3
CANCELLED EN ROUTE	7	2	5	51	22	25	44	14	13
TOTALS	61	9	7	352	56	39	299	65	25

CURRENT MONTH ESTIMATED FIRE DAMAGES

CITY: \$100,000
COUNTY: \$0
MUTUAL AID: \$10,000

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	5	7	34	64	27	3
HOTEL/MOTEL	1	2	11	19	42	0
ASSEMBLY	1	1	3	1	3	0
MERCANTILE	0	0	5	4	17	3
RESTAURANT	1	0	5	4	15	5
BUSINESS	3	1	20	1	44	2
OTHER	0	0	21	0	43	0
CONSTRUCTION	3	0	34	4	53	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	0	7	0	9	0
TOTALS	15	11	140	97	253	13

PLANS EXAMINATION HOURS:7 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2020 STATISTICS

EMS CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	46	12	0	335	81	4	333	58	10
BLS CALLS	43	4	0	217	54	11	231	52	10
TOTALS	89	16	0	552	135	15	564	110	20



CITY OF DAYTONA BEACH SHORES
DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
Office 386-763-5333 Fax 386-763-5341

TRAINING SEMINARS ATTENDED

Month of July 2020

*Kathryn Gotz
Laura Diedesch*

7/27-30

*Crisis Intervention
DSC*

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - JUNE 2020

FACILITIES MAINTENANCE DIVISION:

Currently two positions.

Normal monthly duties:

This division is responsible for setting up and cleaning rooms for all rentals and City activities for the community center containing the senior center, council chambers and racquet club, facility building, and city hall. One of the employees has janitorial type duties, like emptying the trash and cleaning the bathrooms, vacuuming, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs. One employee has the maintenance type duties. He assesses any problems reported with the buildings and handles the repair if it is within his ability. He now has an a/c certification so he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings.

Additionally, this month:

This division is back to work on our regular schedule. The maintenance employee replaced a fan motor and belt at the facility building, worked on the broken gate at the public safety building, assisted in relocating an office at the community center, diagnosed and repaired an AC at public safety that was down.

PARKS/STREETS DIVISION:

Currently short two positions, this division is normally eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, upkeep and general appearance of all the parks, streets, sidewalks and medians daily. They mow, change out lights, restock supplies, replace plants as needed, replace or repair street signs, check and clear the storm drains, as well as any other issues that may arise in the city. Although there are two divisions, they now all share in the normal monthly duties.

Additionally, this month:

The division is back to a regular schedule this month, and we are down two positions. They started putting tables and such back out at areas of the parks previously removed, worked on broken sinks, signs, pump house cover and fencing that needed repairs. The electrician assisted in the installation of a new generator transfer switch for at city hall, turned off turtle street lights as needed, prepared station 5 for a new generator, worked on fixing station 4 equipment after a lightning strike, and continued work on rewiring some of the electric at the court of flags bathrooms and new traffic signal installed at Liberty Street. He also handled 29 power line locates this month.

SEWER DIVISION:

Currently four positions.

Normal monthly duties:

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

Additionally, this month:

The division is also back to a regular work schedule, there was a lightning strike at station 4 the end of June that caused motor drive, dialer, battery backup, floats and many more problems that needed fixed and replaced. They helped the electrician install wire and conduit for a transfer switch and generator at station 5, installed a sewer line for 115 Dottie, made hoses and a new hose rack at station 1, handled 4 animal control calls (1-was a facility maintenance employee), and 49 sewer line locates during this month.

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - JULY 2020

FACILITIES MAINTENANCE DIVISION:

Currently two positions.

Normal monthly duties:

This division is responsible for setting up and cleaning rooms for all rentals and City activities for the community center containing the senior center, council chambers and racquet club, facility building, and city hall. One of the employees has janitorial type duties, like emptying the trash and cleaning the bathrooms, vacuuming, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs. One employee has the maintenance type duties. He assesses any problems reported with the buildings and handles the repair if it is within his ability. He now has an a/c certification so he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings.

Additionally, this month:

This division worked on lighting and getting quotes for AC replacement, glass replacement and roof replacement. He also started work on lighting replacement in the public safety stair wells. The custodian also works on animal control calls and had at least one call during his rotation this month.

PARKS/STREETS DIVISION:

This division is normally eleven maintenance positions and one electrician position.

Normal monthly duties:

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

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

[Additionally, this month:](#)

The division continued work on the new bocce ball courts, poured concrete slabs for light pole repairs, removed and reinstalled banners due to possible hurricane. They worked on a sink hole on Bellemeade, in front of the Community Center, caused by a broken storm drainpipe. Worked on a concrete curb at 117 White cap and had one animal control call during the month. The electrician helped the mechanics work on fixing the Automatic Transfer Switch and replace several poles on A1A as well as continued repairs on station 4 after the lightning strike last month. He also handled 50 power line locates this month.

[SEWER DIVISION:](#)

Currently four positions.

[Normal monthly duties:](#)

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

[Additionally, this month:](#)

The division continued working on station 4 after the lightning strike last month, installed a new generator at station 5, checked the grease traps through-out the city and removed the transducer at the master station and cleaned it. They handled 4 animal control calls and 56 sewer line locates during this month.

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – July, 2020

Planning Division

Site Plans - Submittals and Approvals:

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

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Gomez Residence	3023 South Atlantic Avenue, Unit 202	7/1	Replace 2 sliding glass doors	\$11,221.00	\$129.10
Oceans Ten Condo	2917 South Atlantic Avenue	7/2	Remove and replace brick pavers from pool deck	\$44,539.00	\$323.51
Cai Residence	3003 South Atlantic Avenue, Unit 15B3	7/6	Complete unit remodel	\$138,500.00	\$792.27
Oceans Four Condo	3003 South Atlantic Avenue	7/7	Install 3 accordion hurricane shutters on common area	\$14,268.00	\$154.75
Mitchell Residence	3145 South Atlantic Avenue, Unit 1102	7/8	Install hurricane protection roll down shutters	\$19,200.00	\$182.96
Farmer Residence	3855 South Atlantic Avenue, Unit 302	7/8	Install 2 electric roll hurricane shutters on balcony	\$10,712.00	\$120.55
Berman Residence	3601 South Atlantic Avenue, Unit 301	7/8	Remove kitchen peninsula end cap wall	\$14,913.00	\$168.75
Robinson Residence	2947 South Atlantic Avenue, Unit 1003	7/10	Replace window and sliding glass door	\$23,500.00	\$204.49
Malmanger Residence	2947 South Atlantic Avenue, Unit 1601	7/10	Replace window and sliding glass door	\$23,000.00	\$199.11
7-Eleven	3610 South Atlantic Avenue	7/13	Remove and replace gas dispensers	\$31,000.00	\$244.00
Grand Coquina	3333 South Atlantic Avenue	7/13	Demo and replace seawall cap	\$63,800.00	\$431.67

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Trigild Inc	2025 South Atlantic Avenue	7/14	Replace safety rails and wood rails, landing post shores, 2 nd and 3 rd floors only	\$73,000.00	\$482.93
DBS City Hall	2990 South Atlantic Avenue	7/14	Replace RTU at City Hall	\$13,118.00	\$0.00
Andrews Residence	3855 South Atlantic Avenue, Unit 1202A	7/15	Renovate kitchen and 2 bathrooms	\$12,800.00	\$371.30
Pickett Residence	3013 South Atlantic Avenue, Unit 504	7/16	Replace 2 sliding glass doors	\$11,090.00	\$129.10
Genovese Café	116 Dunlawton Boulevard	7/17	Replace entry door	\$13,000.00	\$137.65
Ayers Residence	2987 South Atlantic Avenue, Unit 203	7/21	Replace windows	\$19,500.00	\$182.96
Murnane Residence	2987 South Atlantic Avenue, Unit 1005	7/21	Replace window and door	\$15,000.00	\$154.75
Kamishlian Residence	2987 South Atlantic Avenue, Unit 906	7/21	Replace window and door	\$15,000.00	\$154.75
Banker Residence	3839 South Atlantic Avenue	7/21	Tear off and re-roof	\$56,000.00	\$386.22
Strawn Residence	4 Oceans West Boulevard, Unit 301C	7/22	Replace 4 windows and 3 sliding glass doors	\$17,630.00	\$172.20
Zitnik Residence	3757 South Atlantic Avenue, Unit 503	7/22	Install 2 motorized hurricane shutters	\$12,600.00	\$137.65
Pepperdine Residence	3311 South Atlantic Avenue, Unit 303	7/23	Kitchen renovation, including kitchen ceiling	\$10,000.00	\$112.00
Odom Residence	3051 South Atlantic Avenue, Unit 1205	7/24	Remodel 2 bathrooms	\$32,000.00	\$249.69
Gray Residence	3051 South Atlantic Avenue, Unit 1803	7/28	Kitchen remodel	\$17,500.00	\$172.20
White Surf Condo	3555 South Atlantic Avenue	7/28	Replace impact door	\$11,310.00	\$129.10
Laughlin Residence	2947 South Atlantic Avenue, Unit 803	7/28	Replace impact windows	\$18,500.00	\$177.58
Popp Residence	2947 South Atlantic Avenue, Unit 1106	7/28	Replace impact windows and door	\$25,800.00	\$215.50
Vassilakis Residence	3756 Cardinal Boulevard	7/28	Install pergola	\$13,690.00	\$146.20
Voshell Residence	264 Florida Shores Boulevard	7/30	Install 10 hand crank hurricane shutters	\$13,282.00	\$146.20
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$795,473.00	\$6,606.14

Building Division Revenue by Permit Category:

PERMIT TYPE	JULY 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	JULY 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
BUILDING	\$8,480.39	\$184,329.61	\$9,632.76	\$115,021.03
ROOF	\$550.37	\$12,279.52	\$931.14	\$14,336.38

DEMOLITION	\$221.40	\$461.40	\$120.00	\$120.00
ELECTRICAL	\$1,605.63	\$30,556.14	\$2,610.75	\$21,204.01
MECHANICAL	\$2,943.90	\$23,691.30	\$2,935.59	\$28,085.10
PLUMBING	\$1,372.00	\$26,438.35	\$2,987.63	\$24,840.42
SIGN	\$149.50	\$2,065.06	\$138.50	\$2,004.53
POLITICAL SIGN BONDS	\$220.00	\$1,320.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$130.50	\$4,045.25	\$65.25	\$1,748.19
DEVELOPMENT FEES	\$50.00	\$3,352.90	\$25.00	\$4,110.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$15,723.69	\$288,539.53	\$19,446.62	\$211,469.66

Building Division Activities:

ACTIVITY	JULY 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	JULY 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
INSPECTIONS	224	2348	290	2,350
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	1	1
FINAL INSPECTIONS	142	1,320	196	1,635
FAILED INSPECTIONS	10,	131	16	212

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

Projects Begun Current Fiscal Year-to-Date – 2019 to Present: \$58,935,012.00

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

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

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – June, 2020

Planning Division

Site Plans - Submittals and Approvals:

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

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Oceans Three Condo	3043 South Atlantic Avenue	6/2	Replace transfer switch, disconnects, conduit, lights	\$14,000.00	\$69.25
Baenziger Residence	2055 South Atlantic Avenue, Unit 504	6/2	Install 1 motorized hurricane shutter	\$13,463.00	\$146.20
Pirates Cove	3501 South Atlantic Avenue	6/3	Install 80KW generator for elevator	\$56,000.00	\$78.55
Kostovski Residence	2625 South Atlantic Avenue, Unit 23SW	6/4	Remodel kitchen and bathrooms	\$17,700.00	\$172.20
Aruba Condo	3721 South Atlantic Avenue	6/4	Install remote supervising station fire alarm system	\$87,735.00	\$990.05
Blue Surf Condo	3831 South Atlantic Avenue	6/4	Install emergency responder communications system	\$44,480.00	\$208.90
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	6/5	Renovate hotel guestrooms	\$2,500,000.00	\$6,974.03
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	6/5	Plumbing for 120 hotel rooms	\$120,000.00	\$1,419.32
Smith Residence	3003 South Atlantic Avenue, Unit 18B3	6/8	Remodel guest and master baths	\$19,000.00	\$177.58
Hufler Residence	3145 South Atlantic Avenue, Unit 1204	6/8	Kitchen remodel, install drop ceiling, cabinets and tops	\$18,000.00	\$172.20

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Short Residence	2967 South Atlantic Avenue, Unit 1107	6/9	New kitchen cabinets and counter tops	\$20,595.00	\$188.34
Hart Residence	3311 South Atlantic Avenue, Unit 203	6/10	Remodel 3 bathrooms	\$10,450.00	\$120.55
Puckette Residence	129 Key Colony Court	6/11	Install 22KW generator	\$15,388.00	\$69.25
El Caribe Resort	2125 South Atlantic Avenue	6/11	Replace main electrical gear in north tower	\$42,000.00	\$74.35
Diem Residence	3855 South Atlantic Avenue, Unit 1206B	6/11	Replace counter tops and tile backsplash	\$10,222.00	\$120.55
Rooney Residence	2625 South Atlantic Avenue, Unit 21NW	6/11	New cabinets in kitchen and baths, texture walls	\$17,800.00	\$172.20
Hill Residence	234 Florida Shores Boulevard	6/17	Remove atrium window, replace with single hung	\$12,000.00	\$155.10
Kenney Residence	3703 South Atlantic Avenue, Unit 407	6/18	Remodel master and 2 guest bathrooms	\$31,000.00	\$244.00
MAX Daytona Condo	1903 South Atlantic Avenue	6/22	Build 12 story condominium, swimming pool, spa	\$35,228,415.00	\$112,060.42
Palmer Residence	3023 South Atlantic Avenue, Unit 203	6/23	Replace 3 sliding glass doors	\$15,104.00	\$161.50
Vermeer Residence	3757 South Atlantic Avenue, Unit 1602	6/23	Replace 2 sliding glass doors	\$15,840.00	\$161.50
Miller Residence	168 Key Colony Court	6/23	Replace 11 windows and 2 swing doors	\$18,471.00	\$177.58
Houin Residence	2403 South Atlantic Avenue, Unit 310	6/25	Replace kitchen cabinets and counter tops	\$56,000.00	\$386.22
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$38,383,663.00	\$124,426.79

Building Division Revenue by Permit Category:

PERMIT TYPE	JUNE 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	JUNE 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
BUILDING	\$75,317.24	\$175,849.22	\$11,305.21	\$105,388.27
ROOF	\$69.25	\$11,729.15	\$167.50	\$13,405.24
DEMOLITION	\$0.00	\$240.00	\$0.00	\$0.00
ELECTRICAL	\$11,423.03	\$28,950.51	\$1,539.08	\$18,593.26
MECHANICAL	\$3,544.55	\$20,747.40	\$3,145.30	\$25,149.51
PLUMBING	\$7,257.18	\$25,066.35	\$2,066.83	\$21,852.79
SIGN	\$165.00	\$1,915.56	\$193.00	\$1,868.03
POLITICAL SIGN BONDS	\$880.00	\$1,100.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00

MISCELLANEOUS	\$114.25	\$2,594.75	\$129.00	\$1,682.94
DEVELOPMENT FEES	\$0.00	\$3,302.90	\$135.00	\$4,085.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$98,770.50	\$271,495.84	\$18,680.92	\$192,025.04

Building Division Activities:

ACTIVITY	JUNE 2020	FISCAL YEAR-TO- DATE 2019 TO 2020	JUNE 2019	LAST FISCAL YEAR-TO- DATE 2018 TO 2019
INSPECTIONS	251	2,124	254	2,060
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	125	1,178	163	1,439
FAILED INSPECTIONS	12	121	13	196

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

Projects Begun Current Fiscal Year-to-Date – 2019 to Present: \$58,139,539.00

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

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

Schwab, Cheri

From: Booker, Mike
Sent: Friday, July 24, 2020 8:48 PM
To: Schwab, Cheri; Swartzlander, Kurt
Subject: Fwd: One Year Renewal to the Interlocal Agreement of Distribution of Local Option Fuel Tax - September 1, 2020 - August 31, 2021
Attachments: 2020 LOFT Distribution One-Year Renewal Agreement.pdf; ATT00001.htm

Another item for our next Council meeting.

Sent from my iPhone

Begin forwarded message:

From: George Recktenwald <GRecktenwald@volusia.org>
Date: July 24, 2020 at 8:44:39 PM EDT
To: "Booker, Mike" <mbooker@cityofdb.org>, "girby@cityofedgewater.org" <girby@cityofedgewater.org>, "kresheidat@cityofnsb.com" <kresheidat@cityofnsb.com>, "chisholmjames@codb.us" <chisholmjames@codb.us>, "crosamonda@debary.org" <crosamonda@debary.org>, "pleusm@deland.org" <pleusm@deland.org>, "mcooper@deltonafl.gov" <mcooper@deltonafl.gov>, "jforte@hollyhillfl.org" <jforte@hollyhillfl.org>, "bwitte@lakehelen.org" <bwitte@lakehelen.org>, "evansk@oakhillfl.com" <evansk@oakhillfl.com>, "joyce.shanahan@ormondbeach.org" <joyce.shanahan@ormondbeach.org>, "darrington@ourorangecity.com" <darrington@ourorangecity.com>, "jwitt@ponce-inlet.org" <jwitt@ponce-inlet.org>, "mjohansson@port-orange.org" <mjohansson@port-orange.org>, "lgillis@southdaytona.org" <lgillis@southdaytona.org>, "carmen@townofpierson.org" <carmen@townofpierson.org>
Cc: John Angiulli <JAngiulli@volusia.org>, Marja Kolomyski <MKolomyski@volusia.org>, Meghan Lindsey <mlindsey@volusia.org>, Suzanne Konchan <SKonchan@volusia.org>
Subject: One Year Renewal to the Interlocal Agreement of Distribution of Local Option Fuel Tax - September 1, 2020 - August 31, 2021

Managers,

Based on discussion at the July 22 Volusia County Manager's Meeting, there was consensus among the managers for a one year extension of the current interlocal agreement. The one year renewal of the interlocal agreement will be presented to the County Council on August 4 for approval. Knowing that time is critical to get this agreement to your respective commissions, I have attached the renewal agreement so the cities can proceed to schedule it for your respective commission meetings.

My request is that if your commission approves the agreement, please print two copies of your municipality's signature page, have both copies signed by all of your designated signees, and return both originals to me prior to August 31, 2020. Once all signature pages have been received, the county will assemble and return a fully executed agreement to each municipality.

Thank you.

George Recktenwald
County Manager
County of Volusia
123 W. Indiana Avenue, Room 301
DeLand, FL 32720

Office: (386) 740-5133
Fax: (386) 943-7020
Email: grecktenwald@volusia.org

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

THIS RENEWAL AGREEMENT is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the local option fuel taxes expires on midnight, August 31, 2019; and

WHEREAS, the parties desire to renew the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, for and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax executed on September 22, 2003, is hereby renewed for an additional one (1) year, beginning 12:01 a.m., September 1, 2020, and ending midnight, August 31, 2021.

2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County by August 31, 2020.

4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement
on the date set forth below.

ATTEST:

COUNTY OF VOLUSIA, a political subdivision
of the State of Florida

George Recktenwald
County Manager

BY: _____
Ed Kelley
County Chair

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF DAYTONA BEACH, a Florida municipal
corporation

JAMES V. CHISHOLM
City Manager

BY: _____
DERRICK L. HENRY
Mayor

LETITIA LAMAGNA
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

**CITY OF DAYTONA BEACH SHORES,
a Florida municipal corporation**

MICHAEL T. BOOKER
City Manager

BY: _____

NANCY MILLER
Mayor

CHERI SCHWAB
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF DEBARY, a Florida municipal
corporation

CARMEN ROSAMONDA
City Manager

BY: _____
KAREN CHASEZ
Mayor

ANNETTE HATCH
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF DELAND, a Florida municipal
corporation

MICHAEL PLEUS
City Manager

BY:

ROBERT F. APGAR
Mayor

JULIE HENNESSY
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF DELTONA, a Florida municipal
corporation

MARC-ANTONIE COOPER
Interim City Manager

BY: _____
HEIDI K. HERZBERG
Mayor

JOYCE RAFTERY
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF EDGEWATER, a Florida municipal
corporation

GLENN A. IRBY
City Manager

BY: _____
MICHAEL THOMAS
Mayor

ROBIN MATUSICK
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF HOLLY HILL, a Florida municipal
corporation

JOE FORTE
City Manager

BY: _____
CHRIS VIA
Mayor

VALERIE MANNING
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF LAKE HELEN, a Florida municipal corporation

BECKY WITTE
City Administrator

BY: _____
DAISY RAISLER
Mayor

LAUREN OLSEN
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF NEW SMYRNA BEACH, a Florida
municipal corporation

KHALID RESHEIDAT
City Manager

BY: _____
RUSS OWEN
Mayor

KELLY McQUILLEN
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF OAK HILL, a Florida municipal
corporation

KOHN EVANS
City Administrator / City Clerk

BY: _____
DOUGLAS A. GIBSON
Mayor

Witness

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF ORANGE CITY, a Florida municipal corporation

DALE ARRINGTON
City Manager

BY: _____
GARY BLAIR
Mayor

GLORIA THOMAS
City Clerk

DATE: _____

ATTEST:

CITY OF ORMOND BEACH, a Florida municipal
corporation

JOYCE SHANAHAN
City Manager

BY: _____
BILL PARTINGTON
Mayor

COLBY J. CILENTO
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

TOWN OF PIERSON, a Florida municipal corporation

CARMEN M. SPELORZI
Town Administrator / Town Clerk

BY: _____
VACANT
Mayor

Witness

BY: _____
SAMUEL G. S. BENNETT
Chairman

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

TOWN OF PONCE INLET, a Florida municipal corporation

JEANEEN C. WITT
Town Manager

BY: _____
GARY L. SMITH
Mayor

KIM CHERBANO
Deputy Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF PORT ORANGE, a Florida municipal corporation

MICHAEL JOHANSSON
City Manager

BY: _____
DONALD O. BURNETTE
Mayor

ROBIN FENWICK
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

ATTEST:

CITY OF SOUTH DAYTONA, a Florida municipal
corporation

LES GILLIS
City Manager

BY: _____
WILLIAM C. HALL
Mayor

DEBBIE FITZGERALD
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2020 – AUGUST 31, 2021**

**DAYTONA BEACH SHORES PUBLIC
SAFETY DEPARTMENT**

**CONTRABAND FORFEITURE
EXPENDITURE REQUEST**

August 6, 2020
File: PS0-08-01

FUNDING REQUEST

The Daytona Beach Shores Public Safety Department seeks Council approval for the expenditure of state contraband forfeiture monies under the "additional law enforcement" provision of FSS 932.7055 (5) (b). The Department has determined that the following is a necessity to the Department.

Training

The Department of Public Safety would like to utilize \$9,800 from the state contraband forfeiture account for the installation of a shower in the Fitness Center for the women.

Certification of Compliance:

The undersigned, as Public Safety Director of the City of Daytona Beach Shores, Florida, hereby requests, pursuant to Section 932.704, Florida Statutes, that the City Commission authorize the appropriation to, and expenditure by, the Daytona Beach Shores Public Safety Department of funds held in the City's Special Law Enforcement Trust Fund. The request is made, and the expenditure of appropriated funds shall be in conformity with Section 932.7055 (5) (b).

Stephan Dembinsky
Public Safety Director

8-6-2020

Date



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
AUGUST 25, 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: August 18, 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 July 14, 2020. Please advise if you have any questions, comments or concerns relative to these matters.

(1) Beach Access Easement & Ordinance Review-Aruba Condominium

The City Attorney worked with city staff to finalize the beach access easement and review the ordinance for the Aruba Condominium.

(2) Revised Standard Form of Agreement for Public Works projects

The City Attorney revised the Standard form of Agreement for Public Works projects and sent to city staff for review. The form includes all statutorily required language as well as language to protect the City from many common contractual dispute issues. The new form will be used in the future for public works projects around the city.

(3) Public Safety Roof Replacement Bid

The City Attorney worked with City staff regarding the agreement for the Public Safety Roof Replacement.

(4) *Oceans 25, LLC Development Project*

The City Attorney worked with City staff regarding the Oceans 25, LLC development project.

(5) *Port Orange/South Daytona Chamber of Commerce*

The City Attorney drafted an Agreement to protect the City's interest with respect to a reimbursement for the Chamber for an office located within the City of Daytona Beach Shores.

(6) *Drafted proposed ordinance*

The City Attorney drafted a sample ordinance about conduct of the Mayor and City Council members when communicating with third parties on a subject that may be of interest to the city when the communication is not taking place at a noticed City Council meeting.

(7) *Reminder of Sunshine Law Issues*

The City Council members are reminded that the appropriate procedure if information is desired to be sent to other city council members, and it needs to happen before the next meeting, is to inform either the city manager or the city attorney, and the matter will be handled in a manner that will not implicate the Sunshine Law.

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: August 11, 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 Report

Port Orange/South Daytona Chamber of Commerce:

The agreement between the Chamber and the City has been executed by me and Mayor Miller. The agreement will run concurrently with their lease for a period of one year.

Peck Park:

Volusia County has slated work to begin on their park/parking lot at 3167 S. Atlantic Avenue within the next 6 months. Just to refresh everyone's memory, Peck Park will be located directly across the street from Red Lobster.

Don and Peggy Large:

I know everyone in the Shores joins me in extending our heartfelt sympathy to the Large family. The City has received approximately \$500 in donations to the museum which will bear his name. A formal dedication of the museum and a celebration of Don's contributions to Daytona Beach Shores will be held as soon as it is feasible.



CITY COUNCIL AGENDA MEMORANDUM AUGUST 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-09: Public Beach Access Walkway Dedication to City by Aruba Ventures, LLC (3721 S. Atlantic Avenue)

SYNOPSIS:

The Aruba Condominium site plan was approved on January 26, 2016. The project is now nearing completion. Pursuant to Sec. 14-18.4. of the Daytona Beach Shores Land Development Code entitled "Dimensional Requirements" the project's required breezeway/visual corridor shall include a seven-foot dedicated concrete public beach access walkway, constructed by the applicant, from the S. Atlantic Avenue sidewalk to the beach. Per Sec. 7.05 of the Daytona Beach Shores Charter, Ordinance 2020-09, if adopted, will confirm and accept the conveyance of the public beach access walkway easement consistent with the aforementioned requirement. Maintenance responsibility of the public beach access walkway will belong to Aruba Ventures, LLC or its successors and assigns.

FISCAL IMPACT STATEMENT:

The beach access public walkway maintenance responsibility will belong to Aruba Ventures, LLC or its successors and assigns. Adequate funding is available this fiscal year for all inspection and administrative actions necessary to implement the ordinance.

BACKGROUND:

The Aruba Condominium site plan was approved on January 26, 2016. The project is now nearing completion. Pursuant to Sec. 14-18.4. of the Daytona Beach Shores Land Development Code entitled "Dimensional Requirements" the project's required breezeway/visual corridor shall include a seven-foot dedicated concrete public beach access walkway, constructed by the applicant, from the S. Atlantic Avenue sidewalk to the beach. The proposed public beach access walkway will be constructed on the south side of the property. The walkway will be inspected by City staff prior to the issuance of the project's Certificate of Occupancy.

The development site is located at 3717 and 3721 S. Atlantic Avenue. The site has a combined area of 1.5 acres and a street frontage of 225 feet. The site formerly housed the Royal Holiday Beach Motel and rental cottages combining for a total of 37 rental units.

The Aruba Condominium is a 12-story (109.7 feet) high multifamily residential structure with 84

residential units. The gross floor area of the structure is 163,716 square feet.

LEGAL REVIEW:

This ordinance is approved as to form and legality.

RECOMMENDATION:

Staff recommends **approval** of Ordinance 2020-09 as presented.

SUGGESTED MOTION:

A City Council member may recommend one of the following:

1. "I move to **approve** Ordinance 2020-09 as presented."

OR

2. "I move to approve Ordinance 2020-09 with the following modifications..."

OR

3. "I move to deny Ordinance 2020-09 on the basis of..."

- ATTACHMENT:**
1. Ordinance 2020-09 - REV-BV-ORDINANCE 2020- Aruba Beach Access Easement Dedication-SC-7-15-20
 2. Ord. 2020-09 - Exhibit A
 3. Aruba Easement Location-Exhibit

ORDINANCE 2020-09

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ACCEPTING DEDICATION OF PUBLIC BEACH ACCESS EASEMENT FROM ARUBA VENTURES, LLC, PURSUANT TO SECTION 7.05 OF THE CITY CHARTER, PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been determined by the City Council of the City of Daytona Beach Shores that a necessity exists to provide public access to the beach from South Atlantic Avenue; and

WHEREAS, Aruba Ventures, LLC, has constructed a public beach access walkway as a condition of approval for the Aruba Condominium project; and

WHEREAS, Aruba Ventures, LLC, has dedicated a public beach access easement to the City of Daytona Beach Shores as evidenced by the executed Access Easement Agreement attached as Exhibit A and accompanying legal description and sketch attached; and

WHEREAS, Aruba Ventures, LLC, or its successors and assigns will provide for the continued proper maintenance of said public walkway pursuant to the attached Access Easement Agreement; and

WHEREAS, *Section 196.28, Florida Statutes*, provides for and authorizes the County Council of Volusia County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or State upon lands conveyed to or acquired by the City of Daytona Beach Shores for public purposes; and

WHEREAS, Section 7.05 of the City Charter requires that the City adopt an ordinance to officially accept and confirm a public dedication.

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

SECTION ONE: 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 TWO: That the City Council of the City of Daytona Beach Shores, Florida, upon execution of this Ordinance, hereby accepts the accompanying Access

Easement Agreement dated July 28, 2020 by Aruba Ventures, LLC (Exhibit A), conveying to the City of Daytona Beach Shores the public beach access easement described therein.

SECTION THREE: That by providing a certified copy of this Ordinance to the County Manager, the City of Daytona Beach Shores hereby requests the County Council of Volusia County to cancel and discharge all ad valorem taxes, either current or delinquent, that are owed upon and liens upon said lands resulting from said taxes and relating to the lands described in accompanying Access Easement Agreement.

SECTION FOUR: That certified copies of this Ordinance shall be provided by the City Clerk to the County Council of Volusia County (in care of the County Manager), to the Tax Collector for Volusia County and to the Property Appraiser for Volusia County.

SECTION FIVE: That the City Clerk shall cause the aforementioned Access Easement Agreement to be recorded in the Official Records of Volusia County, Florida.

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

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

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon the issuance of a certificate of completion by the City of Daytona Beach Shores for the Aruba Condominium Project.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

ATTEST:

**_____
MICHAEL T. BOOKER, CITY MANAGER CHERI SCHWAB, CITY CLERK**

APPROVED AS TO FORM AND LEGALITY:

**_____
GRETCHEN R. H. “BECKY” VOSE, CITY ATTORNEY**

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

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

EXHIBIT A

Consideration: \$10.00
Documentary Stamps: \$.70

Prepared by and when recorded return to:

Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this “Agreement”) is made this ____ day of July, 2020, by and between **ARUBA VENTURES, LLC**, a Florida limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“Grantor”), and the **CITY OF DAYTONA BEACH SHORES**, a Florida municipal corporation, whose address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118 (“Grantee”).

WITNESSETH, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, a permanent, non-exclusive easement (the “Easement”) for the purposes of pedestrian ingress and egress, over and across that certain real property situated in Volusia County, Florida, which is more particularly described and depicted on Exhibit “A” attached hereto and incorporated into this Agreement by reference (the “Easement Area”), which Grantor is improving with a concrete sidewalk (“Sidewalk”).

TO HAVE AND TO HOLD the easement rights granted hereby unto Grantee, its successors and assigns, forever.

GRANTOR, or its successors and assigns, shall maintain the Sidewalk in good and usable condition. If Grantor, or its successors and assigns, fails to maintain the Sidewalk in good and usable condition, Grantee may provide written notice to Grantor of the need for repair thereof. If Grantor does not make the necessary repairs within a reasonable time after receipt of such written notice, which time period will not be less than thirty (30) days, then Grantee may make the repairs and Grantor shall reimburse Grantee for all third-party costs of the repairs within thirty (30) days after Grantor’s receipt of such cost notice. Grantor, and its successors and assigns, shall not unreasonably interfere with or inhibit Grantee’s use of the Easement Area, including, but not limited to, building or constructing buildings or other structures within the Easement Area other than the Sidewalk.

GRANTOR does hereby covenant with Grantee, that Grantor is lawfully seized and possessed of the Easement Area, that Grantor has good and lawful right to convey the said Easement, and that the Easement is free from all liens and financial encumbrances.

GRANTOR shall have the right to assign this Agreement and all of its obligations hereunder to The Aruba Condominium Association, Inc., a Florida not-for-profit corporation (the “Association”), and, upon such assignment and assumption by the Association, the Association shall be deemed the “Grantor” under this Agreement, and Aruba Ventures, LLC shall be deemed released from all liability under the terms of this Agreement.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name by the undersigned as of the date first above written.

Signed, sealed and delivered
in the presence of

ARUBA VENTURES, LLC,
a Florida limited liability company

Ellen Johnson
Signature of Witness #1
Ellen Johnson
Typed/Printed Name of Witness #1

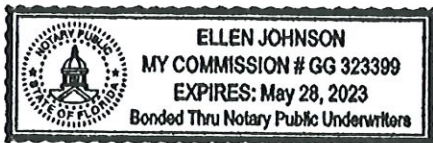
By: [Signature]
Graydon E. Miars, Vice President

[Signature]
Signature of Witness #2
Christopher Johnson
Typed/Printed Name of Witness #2

STATE OF FLORIDA

COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of July, 2020, by Graydon E. Miars, as Vice President of ARUBA VENTURES, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ has produced a _____ as identification.



Ellen Johnson
NOTARY PUBLIC
Ellen Johnson
Print or Stamp Name
My Commission Expires: 5/28/23
(NOTARY SEAL)

EXHIBIT "A"

Legal Description and Sketch of Easement Area

[illegible]

LINE	BEARING	DISTANCE
L1	N 63°54'20" E	282.79'
L2	S 26°31'42" E	10.00'
L3	S 63°54'20" W	282.97'
L4	N 25°32'12" W	10.00'

SHEET 1 OF 2

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612

DESCRIPTION:

A PORTION OF LOTS 8, 9, BLOCK 5 OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE INTERSECTION OF PHILLIS AVENUE (4TH STREET PER PLAT BOOK 11, PAGE 100), A 40 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT AND SOUTH ATLANTIC AVENUE, AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT, THENCE S 25°34'00" E ALONG THE EAST LINE OF SAID SOUTH ATLANTIC AVENUE FOR A DISTANCE OF 387.05 FEET; THENCE S 25°32'12" E FOR AS DISTANCE OF 215.22 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY N 63°54'20" E FOR A DISTANCE OF 282.79 FEET; THENCE S 26°31'42" E FOR A DISTANCE OF 10.00 FEET; THENCE S 63°54'20" W FOR A DISTANCE OF 282.97 FEET TO A POINT ON THE AFORESAID RIGHT-OF-WAY; THENCE N 25°32'12" W ALONG THE EAST LINE OF SAID SOUTH ATLANTIC AVENUE FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 2,829± SQUARE FEET MORE OR LESS.

GENERAL NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNSS NETWORK). AS A REFERENCE FOR THIS SKETCH AN ASSUMED BEARING ALONG THE RIGHT-OF-WAY OF S. ATLANTIC BLVD A 80 FOOT RIGHT-OF-WAY, HAVING A BEARING OF (S 25°32'12" E).

LEGEND

INC...	INCORPORATED	R/W...	RIGHT-OF-WAY
L...	LINE	"FP&L"...	FLORIDA POWER AND LIGHT COMPANY
LB...	LICENCE BUSINESS	CM...	CONCRETE MONUMENT
PSM...	PROFESSIONAL SURVEY MAPPER	PRM...	PERMANENT REFERENCE MONUMENT
MB...	MAP BOOK	ORB...	OFFICIAL RECORDS BOOK
PG(S)...	PAGE		

NOT A SURVEY

NOTE: THIS DESCRIPTION IS NEITHER FULL NOR COMPLETE WITHOUT THE SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 472, FLORIDA STATUTES. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY:



WILLIAM S HART

PSM No. 3905

DATE: 07/22/2020

PROJECT No: 180101

LOCATION No: 16-33-02

CHECKED BY: WSH

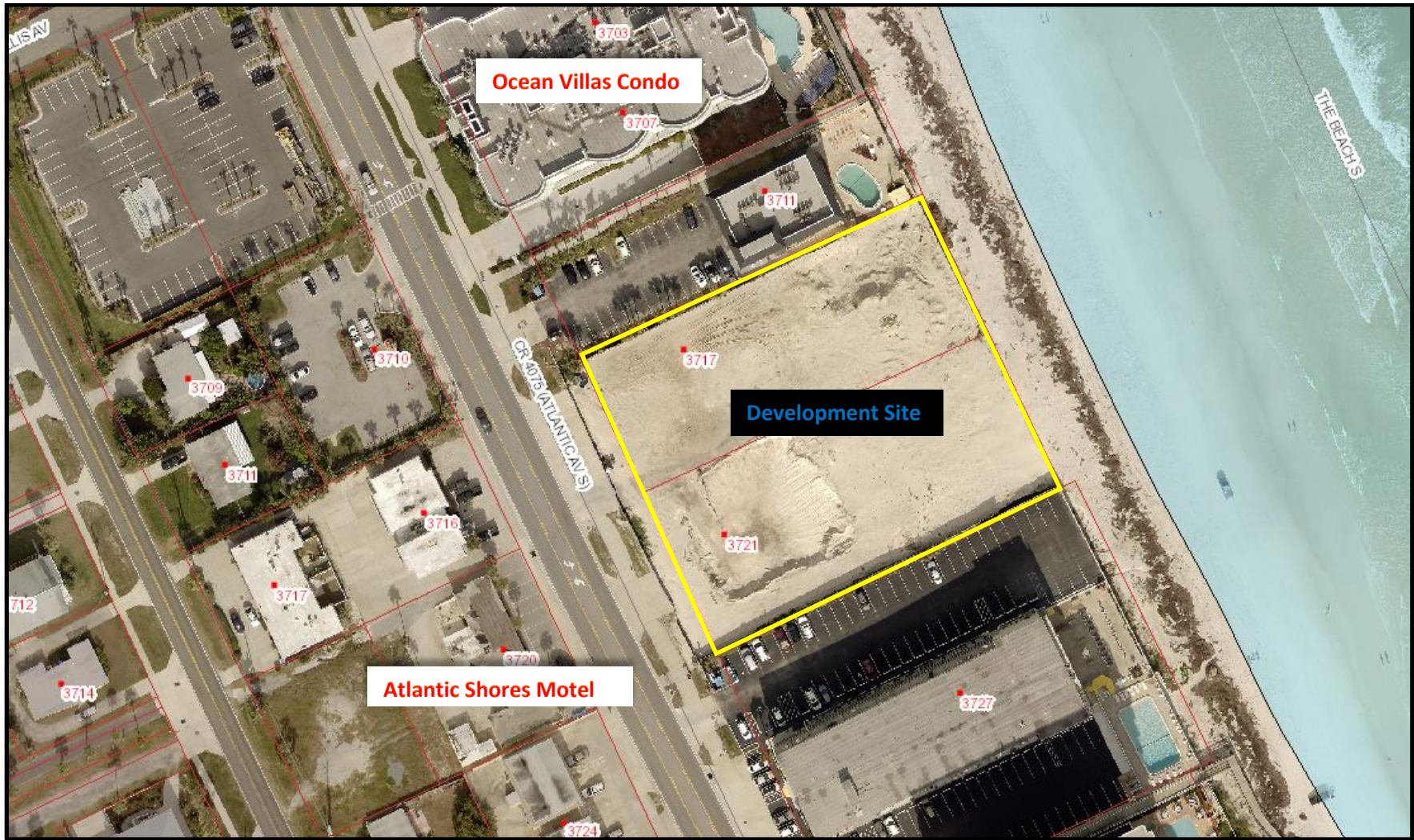
DRAFTED BY: JAE

DESCRIPTION



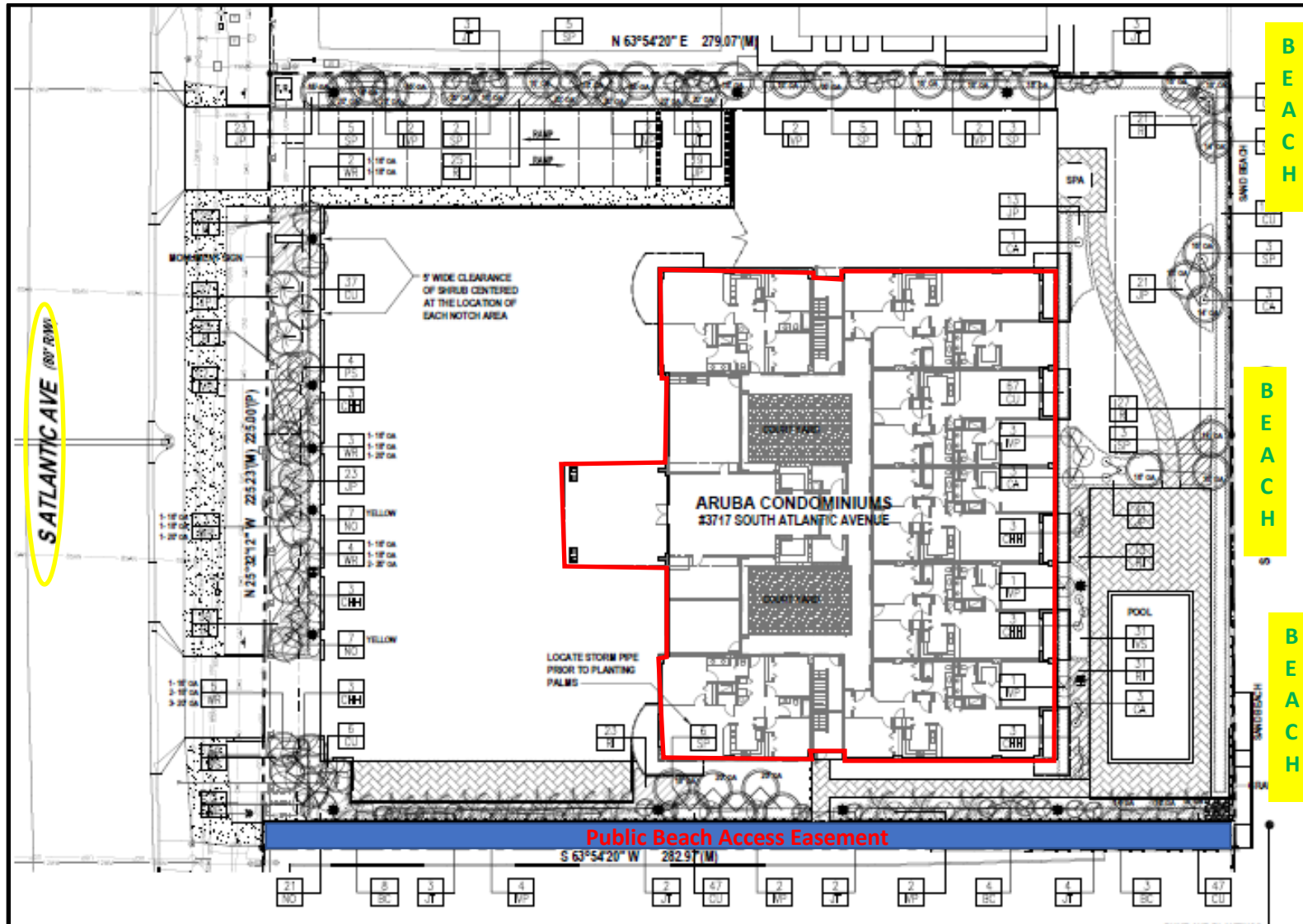
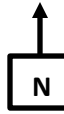
THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES. Page 72 of 311

Aruba Condominium Location



Source: Volusia Property
Appraiser, 2018

Aruba Easement Location



KEY: Building Footprint:



CITY COUNCIL AGENDA MEMORANDUM AUGUST 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Kurt Swartzlander, Finance Director

PREPARED BY: Kurt Swartzlander, Finance Director

SUBJECT: Budget Amendment Resolution - Debt Payment Acceleration

SYNOPSIS:

This amendment pays off the Series 2005 and Sewer Debt issuances. The 2005 series bond will not result in savings at this point in time, but does free up funding of approximately \$800k in future years budgets that could result in lower taxes depending upon budgetary demands in future years. This amendment will require \$4.7 Million of fund balance use rather than the \$4.3 Million originally estimated during the budget workshop.

FISCAL IMPACT STATEMENT:

This amendment would use approximately \$3 million assigned fund balance and \$1.7 million in unassigned fund balance from general fund fund balance. In addition this amendment would use \$851k from the city's sewer fund retained earnings.

BACKGROUND:

LEGAL REVIEW:

The debt payment acceleration appears to be legal allowable, but no opinion is rendered as to its fiscal or practical impact.

RECOMMENDATION:

Adopt Resolution 2020-07

SUGGESTED MOTION:

I moved to adopt Resolution 2020-07 on first reading.

ATTACHMENT:

1. RESOLUTION 2020-07 Debt Payoff Budget Amendment
2. BudgetTrans& Amends FY19-20

RESOLUTION 2020 – 07

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY'S GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 RELATING TO THE PREPAYMENT OF OUTSTANDING DEBT IN BOTH THE GENERAL FUND AND THE SEWER FUND; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Daytona Beach Shores has found and determined that it necessary and desirable for the citizens of the City to payoff outstanding debt in both the general fund (Issued in 2005) and sewer fund (issued in 2003); and,

WHEREAS, a budget amendment is required to include the expenditure for the veteran's park in the City's budget; and

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

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

SECTION ONE: ADOPTION OF BUDGET AMENDMENT; FUNDING OF OUTSTANDING DEBT PAYOFF IN THE GENERAL FUND AND SEWER FUNDS.

The annual operating budget of the City of Daytona Beach Shores for the fiscal year beginning October 1, 2019 and terminating on September 30, 2020 is hereby revised and amended by Attachment “A”. The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Daytona Beach Shores for fiscal year beginning October 1, 2019 and terminating on September 30, 2020 shall remain in full force and effect.

SECTION TWO. IMPLEMENTING ADMINISTRATIVE ACTIONS.

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

SECTION THREE. SAVINGS.

The prior actions of the City of Daytona Beach Shores relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

SECTION FOUR. CONFLICTS.

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

SECTION FIVE. SEVERABILITY.

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

SECTION SIX. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 25th day of August, 2020.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

CITY MANAGER, MICHAEL T. BOOKER

CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, Gretchen “Becky” Vose

Attachment A

City of Daytona Beach Shores Budget Amendment Form

Fiscal Year 2019-2020

TRANSFER FROM ACCOUNTS:

	ACCOUNT KEY		Dept. Name	Transfer Amount (Round to 100s)	Funds AVAILABLE Support Rationale
	Fund/Dept. Code	Object Code			
A	13990	81600	General Fund Fund Balance	\$4,700,000	Funding required to payoff Series 2005 Debt
B	43990	81600	Sewer Fund Retained Earnings	\$851,000	Funding required to payoff SRF sewer loan
C					
D					
E					
F					
G					
TOTAL OUT				\$5,551,000	

TRANSFER TO ACCOUNTS:

	ACCOUNT KEY		Dept. Name	Transfer Amount (Round to 100s)	Funds REQUIRED Support Rationale
	Fund/Dept. Code	Object Code			
A	15820	70710	General Fund	\$4,700,000	Funding required to payoff Series 2005 Debt
B	45350	70710	Sewer Fund	\$851,000	Funding required to payoff SRF sewer loan
C					
D					
E					
F					
G					
TOTAL IN				\$5,551,000	

Transfer Prepared By: K. Swartzlander
Name

Approval: N/A Finance Director

N/A City Manager

2020-07 City Council Resolution, August 25, 2020

Entered In Curr.Yr. Budget _____ Entered in Transfer File _____ Entered in Mnth.Bud.Rpt _____ To G/L Date _____



CITY COUNCIL AGENDA MEMORANDUM AUGUST 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Resolution 2020-08: Transmittal of Comprehensive Plan Amendment

SYNOPSIS:

Resolution 2020-08 authorizes staff to transmit to the Florida Department of Economic Opportunity and other review agencies a proposed comprehensive plan amendment that was approved by the City Council earlier this year. The comprehensive plan amendment concerns the limited expansion of nonconforming single family structures located in the Future Land Use Map High Intensity areas of the City. The impetus for the proposed amendment was direction from the City Council at its August 13, 2019 City Council meeting wherein the City Council inquired about a process for permitting the limited expansion of beachside nonconforming single-family properties in High Intensity (hotel/motel) areas.

FISCAL IMPACT STATEMENT:

Adequate funding is available in the current fiscal year to implement the transmittal and other administrative actions associated with Resolution 2020-08.

BACKGROUND:

On August 13, 2019 the Daytona Beach Shores City Council denied Special Exception SPEX12019016 relating to the expansion of a nonconforming single-family residence located at 3839 S. Atlantic Avenue. The property was nonconforming because it is located in the High Intensity category on the Future Land Use Map of the City's Comprehensive Plan. High Intensity uses include hotels, motels and multifamily residential uses. Expanding nonconforming uses and structures are prohibited by City Code and inconsistent with the Comprehensive Plan. However, at the public hearing the City Council inquired about a way to allow the special exception. If approved, the amendment would allow the property owner and others in similar situations to expand their nonconforming single-family uses and structures per the proposed goal, objective and policy below.

Exhibit A of the this staff memo illustrates the effect of the amendment if approved. A Land Development Code amendment to implement this proposal will also soon be considered by the Planning & Zoning Board and the City Council.

PROPOSED AMENDMENT LANGUAGE:

Goal 1-3: Goal 1-3: To protect private property rights by allowing certain limited changes to nonconforming uses that are fair and reasonable.

Objective 1-3.1: The City shall allow limited expansion of single-family residential uses and structures, even when non-conforming, with regard to properties which are designated a High Intensity Future Land Use Classification.

Policy 1-3.1.1: By December 31, 2020 the City shall amend the Land Development Code to allow the expansion of single-family residential structures pursuant to Objective 1-3.1 to expand within and up to the existing building footprint of the existing structure but in no case shall expansion extend beyond the existing building height of the highest part of the roof structure.

IMPACTS:

The proposed amendment does not result in a change in the density or intensity of properties in the High Intensity Future Land Use areas of the City, hence, impacts to utility services, transportation, infrastructure and natural resources are not anticipated.

COMPREHENSIVE PLAN:

The proposed amendment is internally consistent with the City's adopted Comprehensive Plan (2030).

LEGAL REVIEW:

This is approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-08 as presented.

SUGGESTED MOTION:

"I move to approve Resolution 2020-08 as presented."

ATTACHMENT:

1. Res 2020-08 Non Conforming Lots-Transmittal
2. Res 2020-08-Exhibit A
3. Exhibit A-Illustration Effect of Proposed Amendment 8-25-20

RESOLUTION NO. 2020-08

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO COMPREHENSIVE PLANNING; ACCEPTING PROPOSED AMENDMENTS TO THE COMPREHENSIVE PLAN UPDATE 2030, CHAPTER 1 “FUTURE LAND USE ELEMENT,” FOR TRANSMITTAL PURPOSES TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY AND REVIEW AGENCIES; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, on August 13, 2019 the City Council of the City of Daytona Beach Shores inquired as to a way in which the City could allow the reasonable expansion nonconforming single-family residential uses and structures in the High Intensity Future Land Use Classification; and

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

of population; provide adequate facilities and services; conserve and protect natural resources within the City, while protecting private property rights; and

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

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

WHEREAS, the City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Resolution the City staff report and City Council agenda memorandum relating to the application relating to the proposed amendments to the *Comprehensive Plan Update 2030* relating to the subject property; and

WHEREAS, the Exhibit to this Resolution is incorporated herein as if fully set forth herein verbatim; and

WHEREAS, this Resolution is internally consistent with the goals, objectives and policies of the *Comprehensive Plan Update 2030*.

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

SECTION 1. APPROVAL OF COMPREHENSIVE PLAN AMENDMENTS FOR TRANSMITTAL PURPOSES. The package of amendments to the *Comprehensive Plan Update 2030*, attached hereto as Exhibit “A,” copies of which are on file in the office of the City Clerk, are hereby approved for the purposes of transmittal to the DEO, after due public hearing as required by State law.

SECTION 2. IMPLEMENTING ACTIONS. The Community Services Director is hereby authorized to transmit copies of the proposed amendments to the *Comprehensive Plan Update 2030* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes*.

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity or effect of any other action or part of this Resolution.

SECTION 4. CONFLICTS/RATIFICATION OF PRIOR ACTIONS. All resolutions or parts of resolutions in conflict herewith are hereby repealed. The prior actions of the City Council and its agencies in enacting and amending amendments to the *Comprehensive Plan Update 2030* are hereby ratified and affirmed.

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER. It is the intention of the City Council of the City of Daytona Beach Shores and it is hereby ordained that

the provisions of this Resolution shall not become and be made a part of the codified version of the amendments to the *Comprehensive Plan Update 2030* as this action is being taken in the context of the transmittal process and not the adoption process.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

ATTEST:

MICHAEL T. BOOKER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

APPROVED AS TO FORM AND LEGALITY:

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

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

Posted this _____ day of, 2020.

EXHIBIT “A”

CHAPTER 1: FUTURE LAND USE ELEMENT

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

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

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

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

Standard/Measure: Enact and enforce land development regulations.

Time Frame: Continuous

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

1. Residential

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

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

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

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

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

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

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

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

Time Frame: Continuous

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

Standard/Measure: Maintain and enforce land development code.

Time Frame: Continuous

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

Standard/Measure: Maintain and enforce land development code.

Time Frame: Continuous

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

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

Time Frame: Continuous

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

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

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

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

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

redevelopment activities shall be consistent with the goals, objectives, and policies set forth in this Element. Additionally, no land development shall be permitted that is detrimental to the natural resources of the City. In this context, no land development order shall be issued that denigrates existing topographic or soil conditions. Additionally, prior to the issuances of any development order, written assurances shall be obtained from the appropriate municipal agency providing infrastructure that available capacity exists to properly support the proposed development activity at the adopted Level of Service standard for the relevant facility or service to be provided.

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

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

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

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

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

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

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

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

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

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

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

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

Standard/Measure: Development of marketing program.

Time Frame: Continuous

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

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

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

Time Frame: Continuous

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

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

Policy 1-1.4.4: Future Land Use Map Designations for Public Schools. The City of Daytona Beach Shores shall allow elementary, middle and other similar low-intensity schools to be located within the Public and Quasi-Public, Low Density Residential, Medium Density Residential, High Density Residential, Retail/Service Commercial, and High Intensity Uses Land Use categories shown on the Future Land Use Map (FLUM). High schools and similar high-intensity schools shall be allowed in Public and Quasi-Public, Medium Density Residential, High Density Residential, Retail/Service Commercial, and High Intensity Uses Land Use categories shown on the FLUM. Due to the fact that the City of Daytona Beach Shores is located entirely within the Coastal High Hazard Area, it is unlikely that any new public schools would be located within the City.

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

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

I. General Guidelines.

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

II. Site Acceptability

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

III. School Specific Site Location Recommendations

- A. **Elementary Schools.** Elementary schools serve a neighborhood or group of neighborhoods where students have a short distance to walk. Land uses should be predominately residential and include housing types and densities sufficient to meet the school's enrollment capacity with students that are predominately within walking distance of the school.

- B. **Middle Schools.** Middle schools have a community orientation and the mix of land uses can include more commercial uses than would be allowed in a neighborhood. Enrollment comes from two or more elementary schools.
- C. **High Schools.** High schools should be buffered from residential areas. Enrollment for high schools comes from two or more middle schools. The campus should be large enough to encourage students to remain onsite and to ensure sufficient parking or parking controls to avoid disruptive offsite parking.

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

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

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

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

Criteria for TC Designation

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

Mix of Uses

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

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

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

Commercial (up to 250,000 square feet)

Office (up to 130,000 square feet)

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

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

40% to 60% Residential

20% to 30% Commercial

10% to 40% All Other Uses

Character Guidelines

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Objective 1-2.1: To promote compact, mixed-use, and energy efficient development to encourage pedestrian, bicycle and transit use, leading to a more energy efficient community and a reduction in greenhouse gas emissions.

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

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

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

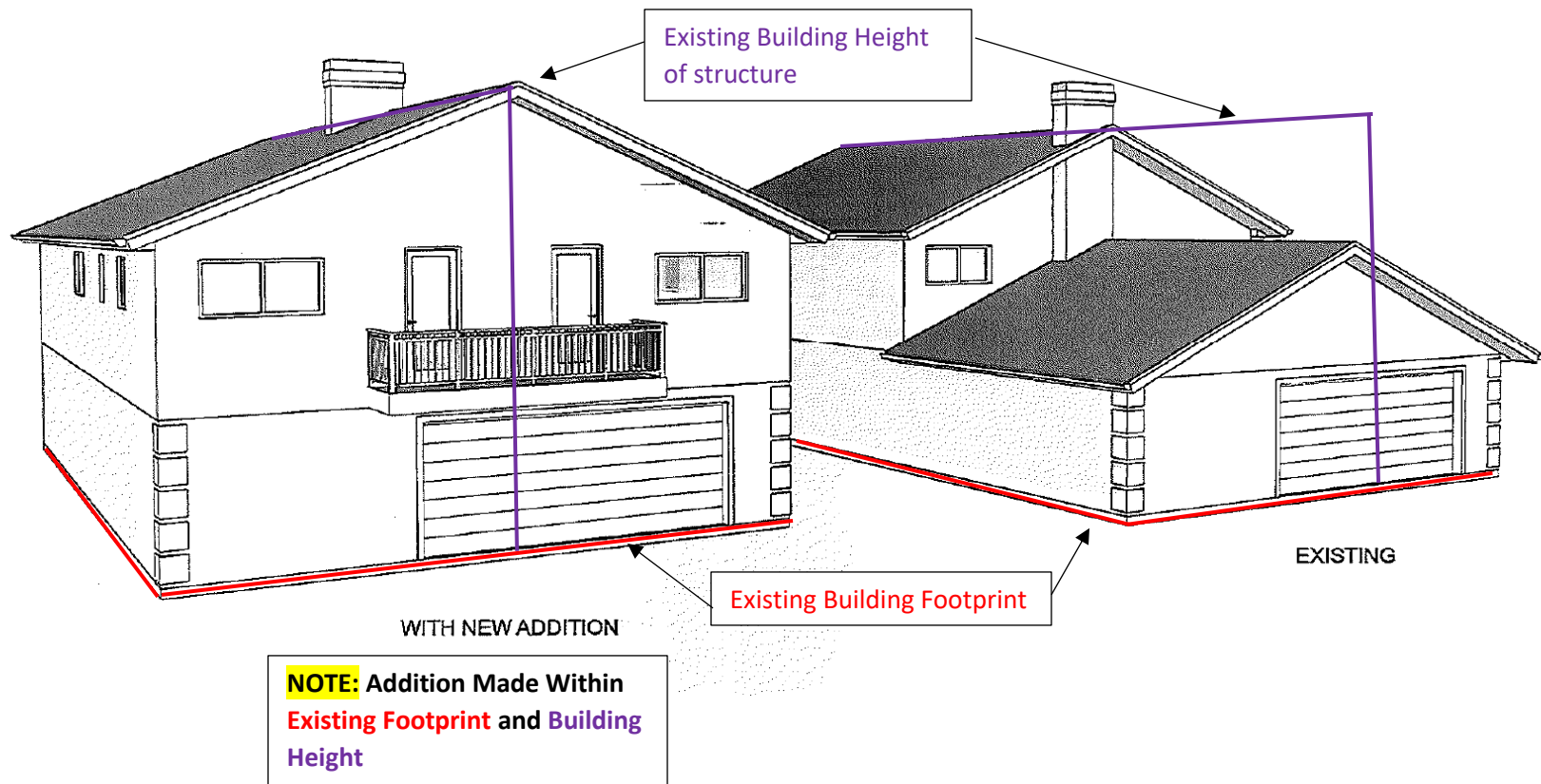
Policy 1-2.1.4: The City shall encourage urban design strategies that maximize the use of renewable, sustainable, active and passive sources of energy design in architecture.

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

Goal 1-3: Goal 1-3: To protect private property rights by allowing certain limited changes to nonconforming uses that are fair and reasonable.

Objective 1-3.1: The City shall allow limited expansion of single-family residential uses and structures, even when non-conforming, with regard to properties which are designated a High Intensity Future Land Use Classification.

Policy 1-3.1.1: By December 31, 2020 the City shall amend the Land Development Code to allow the expansion of single-family residential structures pursuant to Objective 1-3.1 to expand within and up to the existing building footprint of the existing structure but in no case shall expansion extend beyond the existing building height of the highest part of the roof structure.



Policy 1-3.1.1: By December 31, 2020 the City shall amend the Land Development Code to allow the expansion of single-family residential structures subject to Objective 1-3.1 to expand **within and up to the existing building footprint** but in no case shall expansion **extend beyond the current building height of the structure.**



CITY COUNCIL AGENDA MEMORANDUM AUGUST 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Regular Site Plan RSP12020018: Oceans 25 Townhomes, 2900 S. Atlantic Avenue

SYNOPSIS:

Regular Site Plan RSP12020018 "Oceans 25 Townhomes," if approved, would facilitate the construction of 25 townhomes at the City owned property located at 2900 S. Atlantic Avenue. The property is 2.13 acres and currently under a purchase contract with the developer Oceans 25, LLC. The property is the subject of a Development Agreement, which governs several development components of the project and provides economic incentives to the developer. As outlined in the agreement, subsequent to receiving all local and state approvals/permits, the sale of the property will be finalized and the developer has up to two years to complete the project. However, the developer has indicated that they intend to initiate construction immediately after transfer of title and complete the project within nine (9) months.

FISCAL IMPACT STATEMENT:

The Oceans 25 Townhomes Development Agreement calls for the City to expend up to \$100,000 for the relocation of sewer lines and will be funded from the sewer fund. As part of the economic development incentive program the city will be rebating 10% of the purchase price upon issuance of a certificate of occupancy if the project is completed within two years from the closing date of the purchase and sale of the property. This amount will be \$80,100 and will be funded by the proceeds from the sale of the property.

Currently, this property is not on the tax rolls and generates \$0.00 in ad-valorem tax dollars for the city and the city expends funds to maintain the existing landscaping. Upon completion this property will begin generating tax dollars based upon the appraised values after completion. It is estimated that these costs will be recouped through the collection of ad-valorem taxes within 6-10 years.

BACKGROUND:

See Planning Analysis attached.

LEGAL REVIEW:

This item is approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Regular Site Plan RSP12020018 contingent upon the following, prior to the issuance of a Certificate of Occupancy:

1. Dedication of sewer force main easement (per, Oceans 25 Development Agreement)

SUGGESTED MOTION:

A City Council member may move as follow:

1. "I move to approve the Oceans 25 Townhome Project Site Plan, RSP12020018, as presented."

OR

2. "I move to approve the Oceans 25 Townhome Project Site Plan, RSP12020018, with the condition outlined in the Planning Staff Report."

OR

3. "I move to deny the Oceans 25 Townhome Project Site Plan, RSP12020018, on the basis of the following..."

- ATTACHMENT:**
1. Oceans 25 RSP12020018-Planning Analysis-1
 2. Planning Analysis-Exhibit E-Oceans 25
 3. Planning Analysis-Exhibit F-Oceans 25 RSP12020018
 4. SITE PLAN
 5. ARCHITECTURAL COLORED RENDERINGS
 6. ARCHITECTURE
 7. TRANSPORTATION EXHIBIT
 8. FIRE TRUCK MANUVERING EXHIBIT
 9. DA-Oceans 25 LLC correct recorded
 10. Oceans 25 DA EXHIBITS-2-19-20



**PLANNING ANALYSIS
CITY COUNCIL
AUGUST 11, 2020**

APPLICATION NO:	RSP12020018
PROJECT NAME:	Oceans 25 Townhomes
PROJECT LOCATION:	2900 South Atlantic Avenue
PARCEL ID:	5327-06-04-0020
APPLICANT/OWNER:	Oceans 25, LLC / City of Daytona Beach Shores
PROJECT COORDINATOR:	The Performance Group, Inc. / Joe Hopkins, PE
STAFF CONTACT:	Stewart Cruz, AICP – City Planner
REQUEST:	<i>Approval of site plan application, RSP12020018, which would allow the construction of a 25-unit Townhome development.</i>

A. DEVELOPMENT AGREEMENT

On March 24, 2020 the Daytona Beach Shores City Council approved a development agreement between the City and the developer, Oceans 25, LLC. The agreement provided economic incentives for the purchase and construction of the development. In addition, the agreement also established land development standards, deviations and obligations for the project. These include:

1. Deviations: Three (3) granted: front yard setbacks, no commercial use requirement and no loading zone requirement.
2. Density Restriction: Development limited to 25 townhomes.
3. Deed Restriction: Townhome use only.
4. Easements: Developer shall provide to the City all requisite utility and access easements.
5. Accessory Structures: Walls, patios, etc. are permitted within the setback.

With the exception of the required easement dedication for a relocated City sewer force main, which can only be dedicated to the City after ownership transfers, all other site plan related requirements articulated in the agreement have been met.

B. EXISTING ZONING AND LAND USE

Table 1 below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	MXD	Vacant
North	RSF-1	Single Family Residence
North West	GC-2	Port Orange Water Facility
South	RMF-3	Oceans Townhomes
East	T-RMF-1	St. Kitts & Tuscany Shores COAs
West	PUD	Clover Leaf North COA

Notes: MXD = Mixed Use District; RSF-1 = Urban Single-Family Residential Detached District; GC-2 = Retail/Service Commercial District; RMF-3 = Multifamily Residential (Low) Density; T-RMF-1 = Hotel/Motel-Residential Multifamily (High Density) District; PUD = “Planned Unit Development” District.

As seen in **Table 1** above and **Exhibit A**, the subject property has a zoning designation of MXD District. Pursuant to Sec. 14-25 of the Daytona Beach Shores Land Development Code (LDC) entitled “Mixed Use” District, multifamily residential uses are permitted in the MXD District. Pursuant to Sec. 2-2, LDC, a multifamily residential use contains three or more dwelling units. The proposed townhome project contains 25 townhomes and therefore qualifies as multifamily development.

Although the intent of Mixed Use districts is to permit developments which “...contain a mixture of residential, commercial, office, and cultural uses in a single structure or multiple structures...” the townhome project is permitted pursuant to a development agreement exempting the intended mixture of uses intended in this district. Therefore, the site plan analysis conducted in this report was guided by the approved development agreement and relevant LDC regulations.

C. COMPREHENSIVE PLAN (2030)

The proposed development is consistent with Daytona Beach Shores Comprehensive Plan (2030).

D. REVIEW AND COMMENTS

PLANNING – Stewart Cruz, AICP - City Planner

1. General Description

The development site is located at 2900 S. Atlantic Avenue (**Exhibit B**). The site has an acreage of 2.13 acres and street frontages of 165 feet, 246 feet and 294 feet along Ridge Road, S. Atlantic Avenue and Oceans West Boulevard, respectively. The site is currently vacant with no visibly significant flora or fauna.

The proposed Oceans 25 Townhomes site plan proposes the construction of 25 townhomes on the development site situated in three detached buildings, each with a building height of 24 feet [two (2) stories]. Building A (northwest), Building B (east) and Building C (south) will have 9, 9 and 7 units respectively. Sizes of units vary by building but average around 2,200 square feet.

The architectural style of the buildings is contemporary in nature with hints of Key West style (**Exhibit C**). Townhome units will be sold fee simple with a homeowners association controlling the common areas.

2. Stormwater

The site will have an underground exfiltration stormwater system with a dry retention stormwater pond located between buildings A and B. All substantial stormwater run offs from buildings and pavements will be directed into the underground exfiltration system.

3. Access

The development plan shows vehicular and pedestrian access via two (2) driveway connections to Oceans West Boulevard on the south of the property. The eastern driveway will be over 100 feet from S. Atlantic Avenue while the western driveway will be over 50 feet from the Clover Leaf North property line. The Fire Division has reviewed both access points and have no objection to their location. A section of the Oceans West Boulevard median will have a cut through in front of easternmost proposed driveway to facilitate turning movements in and out of the property.

4. Parking & Transportation

Thirty-eight (38) parking spaces are required for the development however 57 are shown on the plan, seven (7) of which are common. No handicap parking are shown on the plan as townhomes are not subject to federal or state handicap parking requirements. According to the traffic analysis provided by the engineer of record, AM (7am-9am) and PM (4pm-6pm) peak hour vehicular trips generated are 11 and 14, respectively. The average daily trips generated from the development should not exceed 147, with 50% leaving and 50% entering the development. These trips will not adversely impact the S. Atlantic Avenue transportation corridor or Oceans West Boulevard, which are currently operating at acceptable levels of service.

5. Public Facilities

All public facilities have adequate capacity to accommodate the proposed development at the City's adopted levels of services (**Exhibit D**).

6. Landscaping

The development shows a total landscaped area of 33 percent of the site although only 15 percent is required. Thirty-seven trees are required however a total of 80 trees are provided on site, which includes six different species. Adequate perimeter and interior landscaping are provided as required. Considering the aforementioned, the landscape plan meets, and in most cases, exceeds the City's landscape design requirements (**Exhibit E**).

7. Outstanding Issues

As seen in the attached site development plan review checklist (**Exhibit F**), the following outstanding issues need to be addressed prior to the issuance of a certificate of occupancy:

1. Dedication of sewer force main easement per plans and development agreement.

The project engineer and developer are aware of the above requirement. The proposed sewer force main easement will be transferred to City subsequent to the transfer of ownership of the property during the platting/subdivision process. The developer cannot legally convey the easement without ownership control of the property. In addition, the City cannot provide an easement to itself as this would be inconsistent with the Doctrine of Merger.

COMMUNITY SERVICES – Fred Hiatt, Director / Building Official

The Director has reviewed the site plan his comments have been addressed.

PUBLIC WORKS – Brian Edwards, Deputy Director / Facilities Superintendent

The Facilities Superintendent has reviewed the site plan, including the landscaping plan, and his comments have been addressed.

PUBLIC SAFETY – Fire Division

The Fire Division has reviewed the site plan and comments have been addressed.

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

The City's engineering consultant has reviewed the site plan and his substantial comments have been addressed.

PLANNING AND ZONING BOARD

On July 13, 2020, the Daytona Beach Shores Planning and Zoning Board reviewed and unanimously recommend approval of the subject site plan.

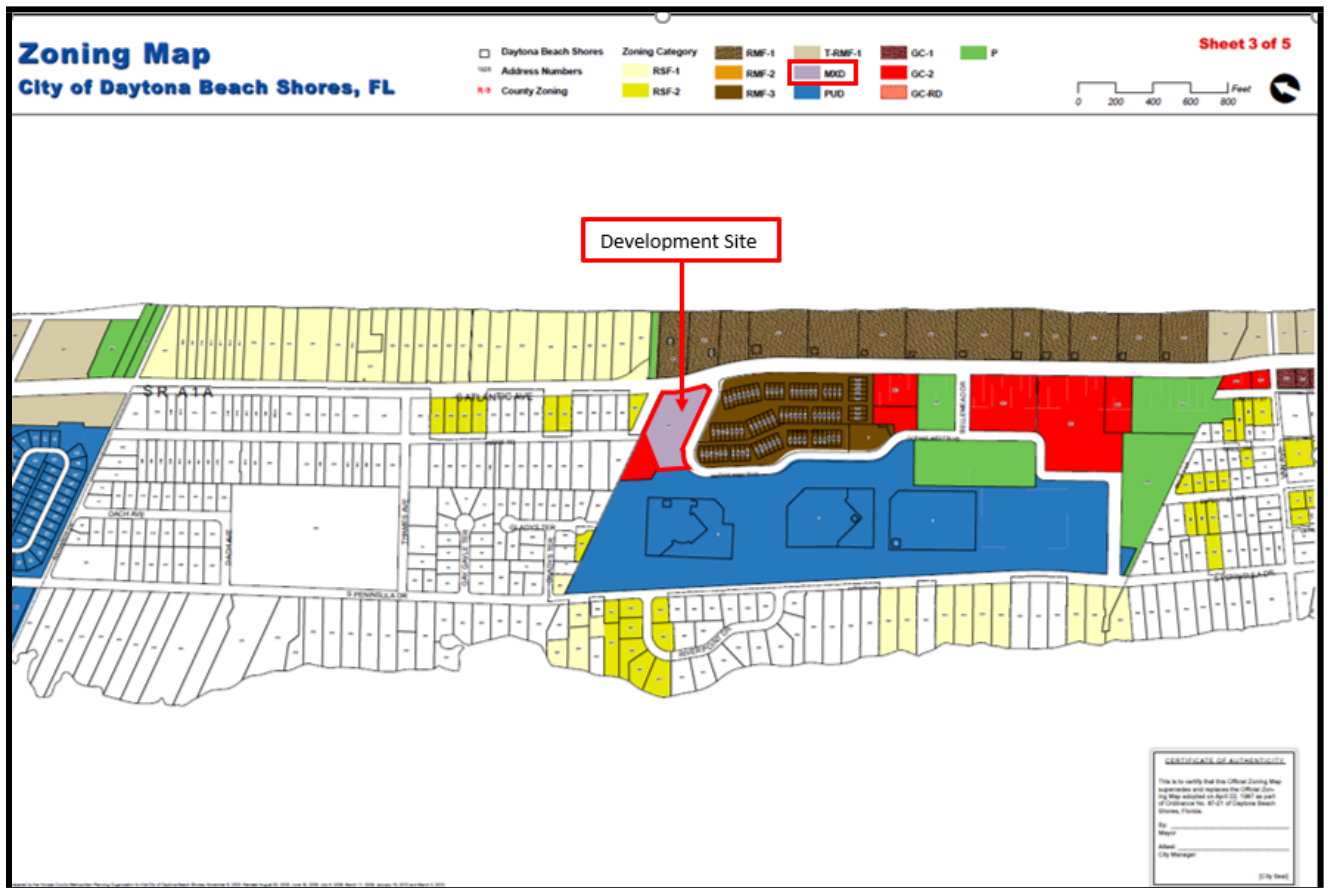
E. STAFF RECOMMENDATION

Staff recommends approval of the Oceans 25 Townhome Site Plan RSP12020018 contingent upon the following:

PRIOR TO CERTIFICATE OF OCCUPANCY

1. Dedication of sewer force main easement (per, Oceans 25 Development Agreement).

EXHIBIT A



(Aerial View: 2900 S. Atlantic Avenue)



Source: Volusia County Property Appraiser, 2020

EXHIBIT C



Oceans 25 Townhomes
Building B from east



Oceans 25 Townhomes
Building C from south

EXHIBIT D

PUBLIC FACILITIES CONCURRENCY FINDINGS

PART A

Table 1: Concurrency/Capacity Analysis (Theoretical Max.)

Development Variable	Current Use	Proposed Use	System Impact	Capacity Available
Residential Units	0	25	25	
Population ¹	0	44	44	
AM / PM Peak Hour Trips ²	0/0	11/14	11/14	Yes
Sanitary Sewer (gallons/day) ³	0	6,250	6,250	Yes
Solid Waste (lbs./day) ⁴	0	440	440	Yes
Stormwater Drainage ⁵	n/a	Onsite retention	n/a	Yes
Potable Water (gallons/day) ⁶	0	4,840	4,840	Yes
Recreation	0	Negligible	Negligible	Yes
Public School Student(s) ⁷	0	4	4	Yes

NOTES & ADOPTED LOS: 1-*Population*: 1.75 persons dwelling unit (US Census, 2010); 2-*Transportation*: See Engineer of Record Analysis; 3-*Sanitary Sewer*: 250 gallons per dwelling unit per day (LDC); 4- *Solid Waste*: 10 pounds per capita per day (LDC); 5- *Stormwater Drainage*: LOS standard = 25 year, 24 hour event; 6-*Potable Water*: 110 gallons per capita per day (LDC); 7-*Recreation*: LOS Varies; 8-*Public School*: 0..125 per townhome unit (Volusia County School District, 2019).

PART B: FINIDINGS OF CONCURRENCY

Per Part A above, the City finds the following:

1. The existing public facilities have the ability to accommodate the proposed development at the adopted level-of-service standards.
2. No public facility deficiency is required to be corrected prior to the completion of the proposed development.

EXHIBIT E

Attached Under Separate Cover

EXHIBIT F

Attached Under Separate Cover

LANDSCAPING AND IRRIGATION REVIEW

Date July 14, 2020

City Council: August 11, 2020

Name Of Project Oceans 25 Townhomes/RSP 12020018
Address & Parcel # 2900 South Atlantic Avenue, Daytona Beach Shores, FL
PID: 5327-06-04-0020
Owner: City of Daytona Beach Shores / Contract Buyer: Oceans 25, LLC
Applicant: Oceans 25, LLC
Project Coordinator: The Performance Group, Inc. - Joe Hopkins, PE

	Status	Date
Drawings Show Site Location & North Arrow	<u>OK</u>	<u>07/02/20</u>
Lot Size <u>Irregular</u>	<u>OK</u>	<u>07/02/20</u>
Land Area <u>92,912 s.f. or 2.13 acres</u>	<u>OK</u>	<u>07/02/20</u>
Green Area – Min Req <u>15 %</u> , Shown <u>33 %</u>	<u>OK</u>	<u>07/02/20</u>
Trees – Min Req <u>37</u> , # Shown <u>80</u>	<u>OK</u>	<u>07/02/20</u>
Tree breakdown <u>57 palms, 61 non palms</u>		
Tree Mixture – Min Req <u>4</u> # Shown <u>6</u>	<u>OK</u>	<u>07/02/20</u>
Specimen Trees – No <u>X</u> Yes <u> </u> Protected <u> </u>	<u>NA</u>	<u>07/02/20</u>
Drawings Meet/Exceed City's Tree Ordinance	<u>OK</u>	<u>07/02/20</u>
Parking Area Landscaping		
Alternative Landscaping: <u>NA</u>	<u>NA</u>	<u>07/02/20</u>
Min Req <u>sf</u> , Shown <u>sf</u>	<u>NA</u>	<u>07/02/20</u>
Terminal/Interior Islands	<u>OK</u>	<u>07/02/20</u>
Lot Perimeter Landscaping	<u>OK</u>	<u>07/02/20</u>
Plants – Salt Tolerance Rating		
High <u>X</u> Moderate <u>X</u> Slight <u> </u>	<u>OK</u>	<u>07/02/20</u>
Provisions For Irrigation	<u>OK</u>	<u>07/10/20</u>

COMMENTS

NONE

LANDSCAPING/IRRIGATION PLAN REVIEWER

Stewart Cruz, AICP 191244
City Planner

LANDSCAPING/IRRIGATION PLAN APPROVED BY CIT COUNCIL

With Modifications Indicated _____ Without Modifications _____

Nancy Miller, Mayor

Date



**PLANNING ANALYSIS
CITY COUNCIL
AUGUST 11, 2020**

APPLICATION NO:	RSP12020018
PROJECT NAME:	Oceans 25 Townhomes
PROJECT LOCATION:	2900 South Atlantic Avenue
PARCEL ID:	5327-06-04-0020
APPLICANT/OWNER:	Oceans 25, LLC / City of Daytona Beach Shores
PROJECT COORDINATOR:	The Performance Group, Inc. / Joe Hopkins, PE
STAFF CONTACT:	Stewart Cruz, AICP – City Planner
REQUEST:	<i>Approval of site plan application, RSP12020018, which would allow the construction of a 25-unit Townhome development.</i>

A. DEVELOPMENT AGREEMENT

On March 24, 2020 the Daytona Beach Shores City Council approved a development agreement between the City and the developer, Oceans 25, LLC. The agreement provided economic incentives for the purchase and construction of the development. In addition, the agreement also established land development standards, deviations and obligations for the project. These include:

1. Deviations: Three (3) granted: front yard setbacks, no commercial use requirement and no loading zone requirement.
2. Density Restriction: Development limited to 25 townhomes.
3. Deed Restriction: Townhome use only.
4. Easements: Developer shall provide to the City all requisite utility and access easements.
5. Accessory Structures: Walls, patios, etc. are permitted within the setback.

With the exception of the required easement dedication for a relocated City sewer force main, which can only be dedicated to the City after ownership transfers, all other site plan related requirements articulated in the agreement have been met.

B. EXISTING ZONING AND LAND USE

Table 1 below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	MXD	Vacant
North	RSF-1	Single Family Residence
North West	GC-2	Port Orange Water Facility
South	RMF-3	Oceans Townhomes
East	T-RMF-1	St. Kitts & Tuscany Shores COAs
West	PUD	Clover Leaf North COA

Notes: MXD = Mixed Use District; RSF-1 = Urban Single-Family Residential Detached District; GC-2 = Retail/Service Commercial District; RMF-3 = Multifamily Residential (Low) Density; T-RMF-1 = Hotel/Motel-Residential Multifamily (High Density) District; PUD = “Planned Unit Development” District.

As seen in **Table 1** above and **Exhibit A**, the subject property has a zoning designation of MXD District. Pursuant to Sec. 14-25 of the Daytona Beach Shores Land Development Code (LDC) entitled “Mixed Use” District, multifamily residential uses are a permitted in the MXD District. Pursuant to Sec. 2-2, LDC, a multifamily residential use contains three or more dwelling units. The proposed townhome project contains 25 townhomes and therefore qualifies as multifamily development.

Although the intent of Mixed Use districts is to permit developments which “...contain a mixture of residential, commercial, office, and cultural uses in a single structure or multiple structures...” the townhome project is permitted pursuant to a development agreement exempting the intended mixture of uses intended in this district. Therefore, the site plan analysis conducted in this report was guided by the approved development agreement and relevant LDC regulations.

C. COMPREHENSIVE PLAN (2030)

The proposed development is consistent with Daytona Beach Shores Comprehensive Plan (2030).

D. REVIEW AND COMMENTS

PLANNING – Stewart Cruz, AICP - City Planner

1. General Description

The development site is located at 2900 S. Atlantic Avenue (**Exhibit B**). The site has an acreage of 2.13 acres and street frontages of 165 feet, 246 feet and 294 feet along Ridge Road, S. Atlantic Avenue and Oceans West Boulevard, respectively. The site is currently vacant with no visibly significant flora or fauna.

The proposed Oceans 25 Townhomes site plan proposes the construction of 25 townhomes on the development site situated in three detached buildings, each with a building height of 24 feet [two (2) stories]. Building A (northwest), Building B (east) and Building C (south) will have 9, 9 and 7 units respectively. Sizes of units vary by building but average around 2,200 square feet.

The architectural style of the buildings is contemporary in nature with hints of Key West style (**Exhibit C**). Townhome units will be sold fee simple with a homeowners association controlling the common areas.

2. Stormwater

The site will have an underground exfiltration stormwater system with a dry retention stormwater pond located between buildings A and B. All substantial stormwater run offs from buildings and pavements will be directed into the underground exfiltration system.

3. Access

The development plan shows vehicular and pedestrian access via two (2) driveway connections to Oceans West Boulevard on the south of the property. The eastern driveway will be over 100 feet from S. Atlantic Avenue while the western driveway will be over 50 feet from the Clover Leaf North property line. The Fire Division has reviewed both access points and have no objection to their location. A section of the Oceans West Boulevard median will have a cut through in front of easternmost proposed driveway to facilitate turning movements in and out of the property.

4. Parking & Transportation

Thirty-eight (38) parking spaces are required for the development however 57 are shown on the plan, seven (7) of which are common. No handicap parking are shown on the plan as townhomes are not subject to federal or state handicap parking requirements. According to the traffic analysis provided by the engineer of record, AM (7am-9am) and PM (4pm-6pm) peak hour vehicular trips generated are 11 and 14, respectively. The average daily trips generated from the development should not exceed 147, with 50% leaving and 50% entering the development. These trips will not adversely impact the S. Atlantic Avenue transportation corridor or Oceans West Boulevard, which are currently operating at acceptable levels of service.

5. Public Facilities

All public facilities have adequate capacity to accommodate the proposed development at the City's adopted levels of services (**Exhibit D**).

6. Landscaping

The development shows a total landscaped area of 33 percent of the site although only 15 percent is required. Thirty-seven trees are required however a total of 80 trees are provided on site, which includes six different species. Adequate perimeter and interior landscaping are provided as required. Considering the aforementioned, the landscape plan meets, and in most cases, exceeds the City's landscape design requirements (**Exhibit E**).

7. Outstanding Issues

As seen in the attached site development plan review checklist (**Exhibit F**), the following outstanding issues need to be addressed prior to the issuance of a certificate of occupancy:

1. Dedication of sewer force main easement per plans and development agreement.

The project engineer and developer are aware of the above requirement. The proposed sewer force main easement will be transferred to City subsequent to the transfer of ownership of the property during the platting/subdivision process. The developer cannot legally convey the easement without ownership control of the property. In addition, the City cannot provide an easement to itself as this would be inconsistent with the Doctrine of Merger.

COMMUNITY SERVICES – Fred Hiatt, Director / Building Official

The Director has reviewed the site plan his comments have been addressed.

PUBLIC WORKS – Brian Edwards, Deputy Director / Facilities Superintendent

The Facilities Superintendent has reviewed the site plan, including the landscaping plan, and his comments have been addressed.

PUBLIC SAFETY – Fire Division

The Fire Division has reviewed the site plan and comments have been addressed.

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

The City's engineering consultant has reviewed the site plan and his substantial comments have been addressed.

PLANNING AND ZONING BOARD

On July 13, 2020, the Daytona Beach Shores Planning and Zoning Board reviewed and unanimously recommend approval of the subject site plan.

E. STAFF RECOMMENDATION

Staff recommends approval of the Oceans 25 Townhome Site Plan RSP12020018 contingent upon the following:

PRIOR TO CERTIFICATE OF OCCUPANCY

1. Dedication of sewer force main easement (per, Oceans 25 Development Agreement).

EXHIBIT A

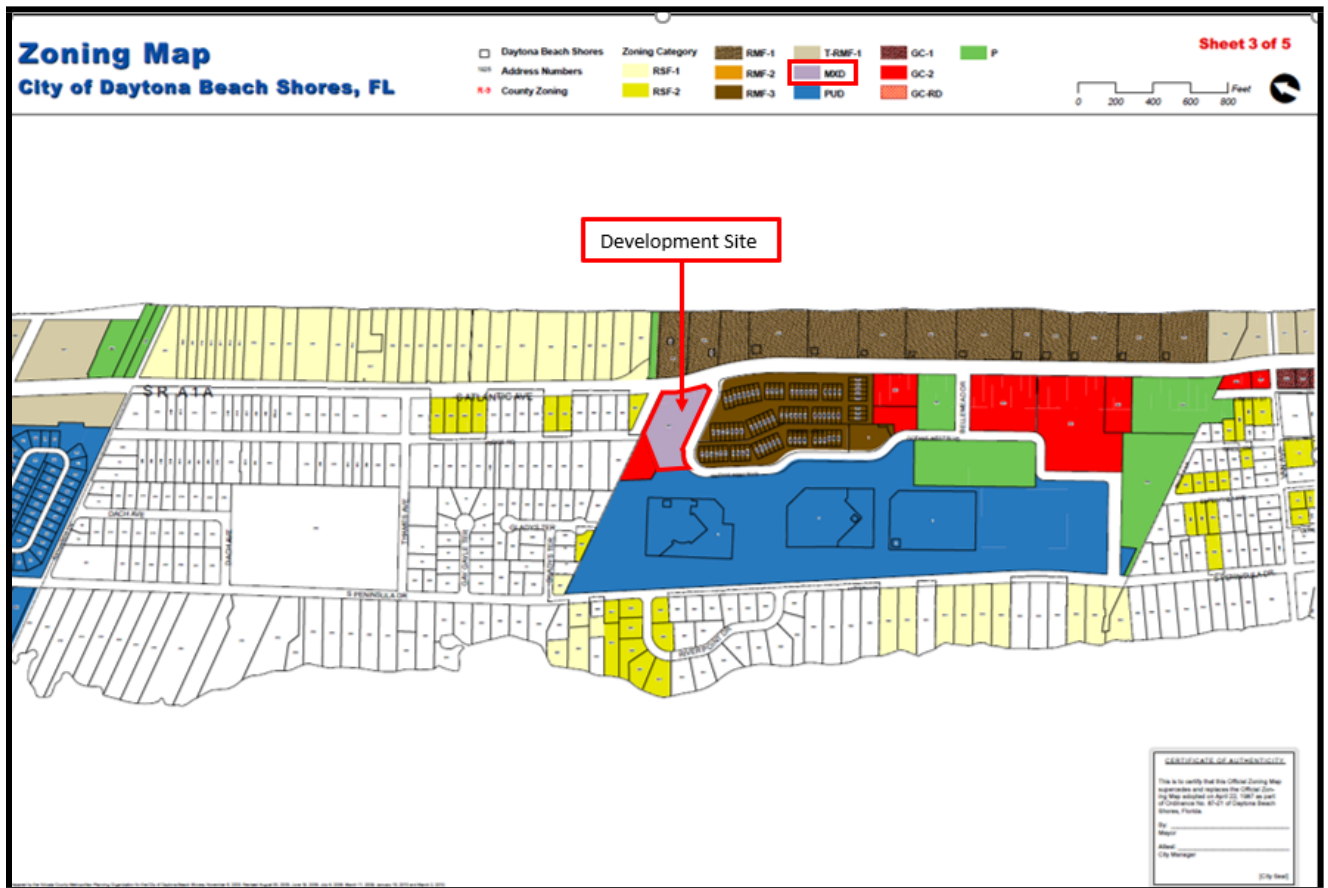


EXHIBIT B
(Aerial View: 2900 S. Atlantic Avenue)



Source: Volusia County Property Appraiser, 2020

EXHIBIT C



Oceans 25 Townhomes
Building B from east



Oceans 25 Townhomes
Building C from south

EXHIBIT D

PUBLIC FACILITIES CONCURRENCY FINDINGS

PART A

Table 1: Concurrency/Capacity Analysis (Theoretical Max.)

Development Variable	Current Use	Proposed Use	System Impact	Capacity Available
Residential Units	0	25	25	
Population ¹	0	44	44	
AM / PM Peak Hour Trips ²	0/0	11/14	11/14	Yes
Sanitary Sewer (gallons/day) ³	0	6,250	6,250	Yes
Solid Waste (lbs./day) ⁴	0	440	440	Yes
Stormwater Drainage ⁵	n/a	Onsite retention	n/a	Yes
Potable Water (gallons/day) ⁶	0	4,840	4,840	Yes
Recreation	0	Negligible	Negligible	Yes
Public School Student(s) ⁷	0	4	4	Yes

NOTES & ADOPTED LOS: 1-*Population*: 1.75 persons dwelling unit (US Census, 2010); 2-*Transportation*: See Engineer of Record Analysis; 3-*Sanitary Sewer*: 250 gallons per dwelling unit per day (LDC); 4- *Solid Waste*: 10 pounds per capita per day (LDC); 5- *Stormwater Drainage*: LOS standard = 25 year, 24 hour event; 6-*Potable Water*: 110 gallons per capita per day (LDC); 7-*Recreation*: LOS Varies; 8-*Public School*: 0..125 per townhome unit (Volusia County School District, 2019).

PART B: FINIDINGS OF CONCURRENCY

Per Part A above, the City finds the following:

1. The existing public facilities have the ability to accommodate the proposed development at the adopted level-of-service standards.
2. No public facility deficiency is required to be corrected prior to the completion of the proposed development.

EXHIBIT E

Attached Under Separate Cover

EXHIBIT F

Attached Under Separate Cover

ENGINEERING PLANS FOR OCEANS 25 DAYTONA BEACH SHORES, FLORIDA MAY, 2020

INDEX OF SHEETS

- C1 COVER
- C2 EXISTING CONDITIONS
- C3 DEMOLITION & EROSION CONTROL PLAN
- C4 DIMENSION PLAN
- C5 PAVING & DRAINAGE PLAN
- C6 UTILITY PLAN
- C7 DRAINAGE DETAILS
- C8 SECTIONS AND DETAILS
- C9 WATER CONSTRUCTION DETAILS
- C10 SANITARY CONSTRUCTION DETAILS
- C11 MAINTENANCE OF TRAFFIC
- LA1 LANDSCAPING PLAN
- LA2 IRRIGATION PLAN
- LA3 LANDSCAPING AND IRRIGATION DETAILS
- A-1 ARCH. FLOOR PLAN
- A-2 ARCH. FLOOR PLAN
- A-3 ARCH. FLOOR PLAN
- A-4 ARCH. ELEVATIONS
- A-5 ARCH. ELEVATIONS
- A-6 ARCH. ELEVATIONS
- S1 SURVEY

UTILITY NOTES:

1. THE LOCATION OF ALL EXISTING UTILITIES AND SITE CONDITIONS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES, AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL COOPERATE WITH THE RESPECTIVE UTILITY COMPANIES DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO STARTING CONSTRUCTION.
2. ALL CONSTRUCTION & MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST AWWA STANDARD, APPROVED DEP PERMITS, AND LOCAL GOVERNMENT STANDARD PROVIDING THE UTILITY SERVICE. CONTRACTOR SHALL CALL 1-800-SUNSHINE (1-800-432-4770) PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
3. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. THE LOCAL GOVERNMENT PROVIDING UTILITY SERVICE SHALL BE CONTACTED 48 HOURS IN ADVANCE OF INITIATING CONSTRUCTION ON ANY EXISTING OR PROPOSED UTILITIES.
5. ALL SERVICE LATERALS TO BUILDINGS SHALL BE CLEARLY MARKED AT THE SURFACE DURING CONSTRUCTION.
6. ALL UNDERGROUND UTILITIES SHALL HAVE A MINIMUM OF THREE (3) FEET OF COVER UNLESS OTHERWISE SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER, IN ACCORDANCE WITH THE APPROVED PERMITS.
7. WHEN TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH THE CONTRACTOR SHALL CONFORM TO OSHA STD. 29CFR SEC. 1926.850. THE CONTRACTOR SHALL PROVIDE WRITTEN ASSURANCE OF COMPLIANCE WITH THIS LAW. A TRENCH SAFETY SYSTEM SHALL BE PROVIDED BY THE CONTRACTOR.
8. WATER SERVICES 3/4" TO 2-1/2" SHALL BE POLYETHYLENE SERVICE TUBING AND HAVE A RECOMMENDED WATER PRESSURE RATING OF 200 PSI. SERVICE SHALL HAVE A COPPER TUBE OUTSIDE DIAMETER PER ASTM D-2737 AND BE MANUFACTURED FROM VIRGIN RESIN MEETING THE REQUIREMENTS OF ASTM D-1248 AND SHALL HAVE A STANDARD DIMENSION RATION OF 9 (SDR9) AND A PLASTIC PIPE INSTITUTE RATING OF PE 3408.
9. WATER MAINS 4 INCHES AND LARGER SHALL CONFORM TO THE AWWA STANDARD FOR POLYVINYL CHLORIDE (PVC) PIPE AS OUTLINED IN THE ANSI/AWWA C900 FOR CLASS 150, DR 18. ALL ASTM STANDARD REFERENCES INCLUDED AS PART OF THE AWWA C900 STANDARD SHALL APPLY. IN ANY CASE OF CONFLICT, THE REQUIREMENTS OF THE AWWA C900 STANDARD SHALL PREVAIL.
10. DUCTILE IRON PIPE SHALL BE CLASS 150 CEMENT LINED MEETING AWWA STANDARD A21.50, A21.51 AND A21.4.
11. ALL NEW WATER LINES SHALL BE CLEANED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICAL TESTED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA C 600 AND C 651 AND RULE 62-555.345 F.A.C.
12. DETECTION TAPE (IF REQUIRED) ON WATER AND SEWER MAINS, SHALL BE MAGNETIC AND LOCATED 18" BELOW GRADE.
13. UNDERGROUND WATER MAINS SHALL BE SEPARATED HORIZONTALLY AND VERTICALLY FROM SANITARY SEWER MAINS, STORM SEWERS, WASTEWATER, STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, ON-SITE SEWAGE TREATMENT, DISPOSAL SYSTEMS, SANITARY AND STORM SEWER MANHOLES PER F.S. 62-555.314(1) AND (2).
14. UNDERGROUND WATER MAIN JOINTS SHALL BE SEPARATED FROM OTHER PIPELINE JOINTS PER F.S. 62-555.314(2). UNDERGROUND WATER MAINS SHALL BE SEPARATED FROM SANITARY OR STORM SEWER MANHOLES PER F.S. 62-555.314(3).
15. UNDERGROUND WATER MAINS LAID LESS THAN THREE(3) FEET HORIZONTALLY AND CROSSING ANOTHER PIPELINE WHERE THE MINIMUM VERTICAL SEPARATION OR MINIMUM JOINT SEPARATION IS LESS THAN THAT SPECIFIED SHALL COMPLY WITH THE EXCEPTION SPECIFIED IN F.S. 62-555.314(5).
16. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
17. ALL SEWER CLEANOUTS IN TRAFFIC AREAS SHALL BE FLUSH WITH THE PAVEMENT. THESE SEWER CLEANOUTS SHALL HAVE BRASS CAPS W/ COUNTER SUNK SQUARE PLUGS.
18. PVC GRAVITY SEWER SHALL BE SDR 35. JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. ALL PVC SEWER SHALL BEAR THE "NSF-DW SEAL."
19. ELECTRICAL POWER SERVICE SHALL BE UNDERGROUND MEETING THE SPECIFICATIONS OF NFPA OR THE GOVERNING UTILITY COMPANY.
20. FIRE HYDRANT PLACEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE GOVERNING MUNICIPAL REQUIREMENTS.

EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR SHALL CONDUCT ALL ACTIVITIES WITHIN THE LIMITS OF THE PERMITTED CONSTRUCTION AREA OR PROPERTY BOUNDARY, AS APPLICABLE.
2. PRIOR TO INITIATING CONSTRUCTION ON SITE, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED. THIS SHALL INCLUDE ANY SILT SCREENING, HAY BALES OR OTHER EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS, DESCRIBED IN THE SITE PERMITS OR OTHERWISE REQUIRED DUE TO SITE CONSTRUCTION ACTIVITIES.
3. STORM WATER PONDS AND ANY REQUIRED CONVEYANCE FACILITIES SHALL BE CONSTRUCTED IMMEDIATELY AFTER CLEARING AND ROUGH GRADING IS COMPLETED.
4. PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED WITHIN 7 DAYS OF ESTABLISHING FINISHED GRADES. OTHER FORMS OF EROSION CONTROL MAY BE APPROVED BY THE ENGINEER OR BY OTHER PERMIT CONDITIONS.
5. ALL FORMS OF EROSION CONTROL SHALL BE REMOVED AFTER CONSTRUCTION AND PRIOR TO FINAL INSPECTION.

DEMOLITION NOTES:

1. CONTRACTOR SHALL CALL 1-800-SUNSHINE (1-800-432-4770) PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
2. AREAS OF THE SITE WITHIN THE DEMOLITION LIMITS SHALL BE CLEARED OF ALL EXISTING PHYSICAL IMPROVEMENTS TO WITHIN TWO (2) FEET OF EXISTING GRADE. FOOTINGS, UNDERGROUND PIPING & RELATED IMPROVEMENTS SHALL BE REMOVED IN THEIR ENTIRETY. CARE SHALL BE TAKEN TO PRESERVE ALL EXISTING UTILITIES AND TO PRESERVE EXISTING STRUCTURES CONTIGUOUS TO THE LIMITS OF DEMOLITION. UTILITY LOCATES SHALL BE OBTAINED PRIOR TO INITIATING ANY DEMOLITION.
3. ALL DEMOLISHED MATERIALS SHALL BE COLLECTED AND DISPOSED IN AN APPROVED MANNER. THE COST OF DEMOLITION AND DISPOSAL OF DEMOLISHED MATERIALS SHALL BE PAID BY THE CONTRACTOR.
4. AFTER DEMOLITION IS COMPLETED, THE SITE SHALL BE FILLED TO THE PROPOSED SUB GRADE ELEVATION SPECIFIED ON THE PAVING AND DRAINAGE PLANS. FILL SHALL BE PLACED IN SIX (6") LIFTS AND COMPACTED TO 95% MAXIMUM DENSITY USING THE AASHTO T-180 TEST METHOD. ISOLATED VOIDS SHALL BE FILLED AND COMPACTED IN THE SAME MANNER.
5. PRIOR TO AND DURING DEMOLITION OPERATIONS, THE CONTRACTOR SHALL MINIMIZE THE POTENTIAL FOR AIRBORNE DISPERSION OF DEMOLISHED MATERIALS, DUST, SAND AND THE LIKE.
6. ALL EXISTING SURFACE IMPROVEMENTS AND UNDERGROUND STORM DRAINAGE FOUNDATIONS SHALL BE REMOVED WITHIN THE PROJECT BOUNDARY LIMITS.

DEWATERING NOTES:

1. CONTRACTOR SHALL PERFORM DEWATERING ACTIVITIES IN STRICT ACCORDANCE WITH THE LATEST SJRWMD REQUIREMENTS, AND WITHIN PUMPING RATE THRESHOLDS ALLOWED BY SJRWMD WITHOUT REQUIRING A CONSUMPTIVE USE PERMIT.
2. ALL WATER SHALL BE PUMPED TO TEMPORARY STILLING BASINS FOR SEDIMENTATION/TURBIDITY CONTROL. STILLING BASINS SHALL HAVE FILTER CLOTH AND HAY BALES IN PLACE ALONG DOWNSTREAM LIMITS PRIOR TO DEWATERING NATURING ACTIVITIES.
3. DEWATERING ACTIVITIES SHALL NOT EXCEED 100,000 GPD ON AN ANNUAL AVERAGE BASIS.

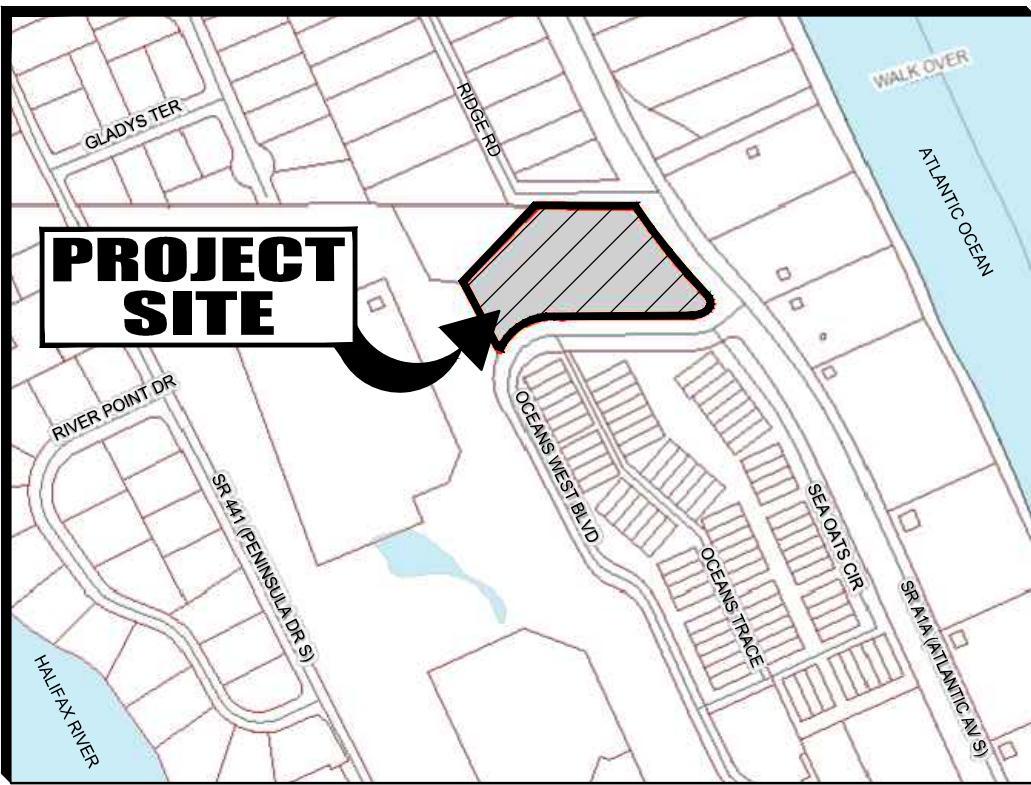
EARTHWORK AND EMBANKMENT NOTES:

1. ALL EARTHWORK AND RELATED OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 120 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
2. EMBANKMENTS, BERMS, AND OTHER EARTHEN STRUCTURES SHALL BE CONSTRUCTED OF MATERIAL CONTAINING NO MUCK, STUMPS, ROOTS, BRUSH, ROCK, RUBBISH, OR OTHER MATERIAL DESIGNATED AS UNDESIRABLE.
3. EMBANKMENTS, BERMS, AND OTHER EARTHEN STRUCTURES SHALL BE COMPACTED IN SIX (6") INCH LIFTS TO A DENSITY OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557, MODIFIED PROCTOR.
4. IN FINAL SHAPING OF EARTHWORK, A TOLERANCE OF 0.25 FEET ABOVE OR BELOW THE DESIGN ELEVATIONS WILL BE ALLOWED, EXCEPT AS NOTED UNDER SECTION 120-11.2 (1 THROUGH 4) OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. NO CONSTRUCTION IS PERMITTED BEYOND THE LIMITS OF THE PROJECT BOUNDARY.

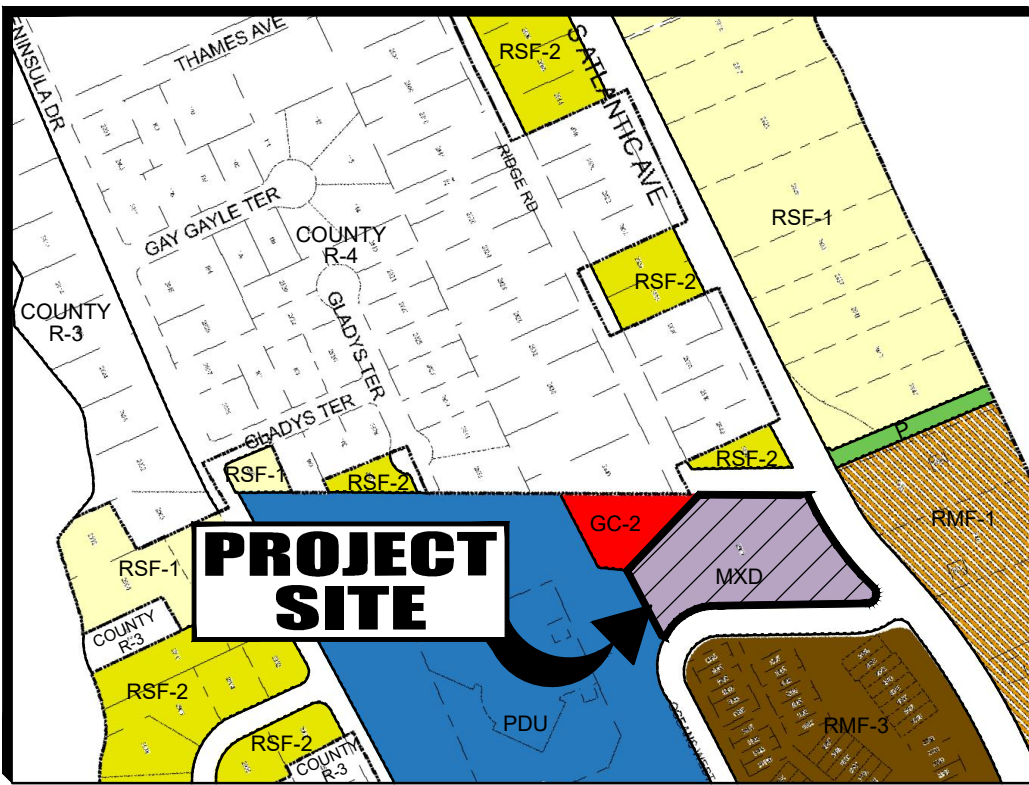
CURBING NOTES:

1. TERMINATING CURBS SHALL HAVE TRANSITIONS FROM 6" TO 0" OVER A LENGTH OF 2 FEET.
2. WHERE TERMINATING CURBS AND SIDEWALKS MEET, THE CURB SHALL TRANSITION OVER 2 FEET TO MATCH THE FINISHED ELEVATION OF THE SIDEWALK.
3. CONTRACTOR TO USE INTEGRAL CURB WITH CONCRETE PAVING SPECIFICATION OR FDOT TYPE "D" CURB WITH ASPHALT PAVING SPECIFICATION.

VICINITY MAP:



ZONING MAP:



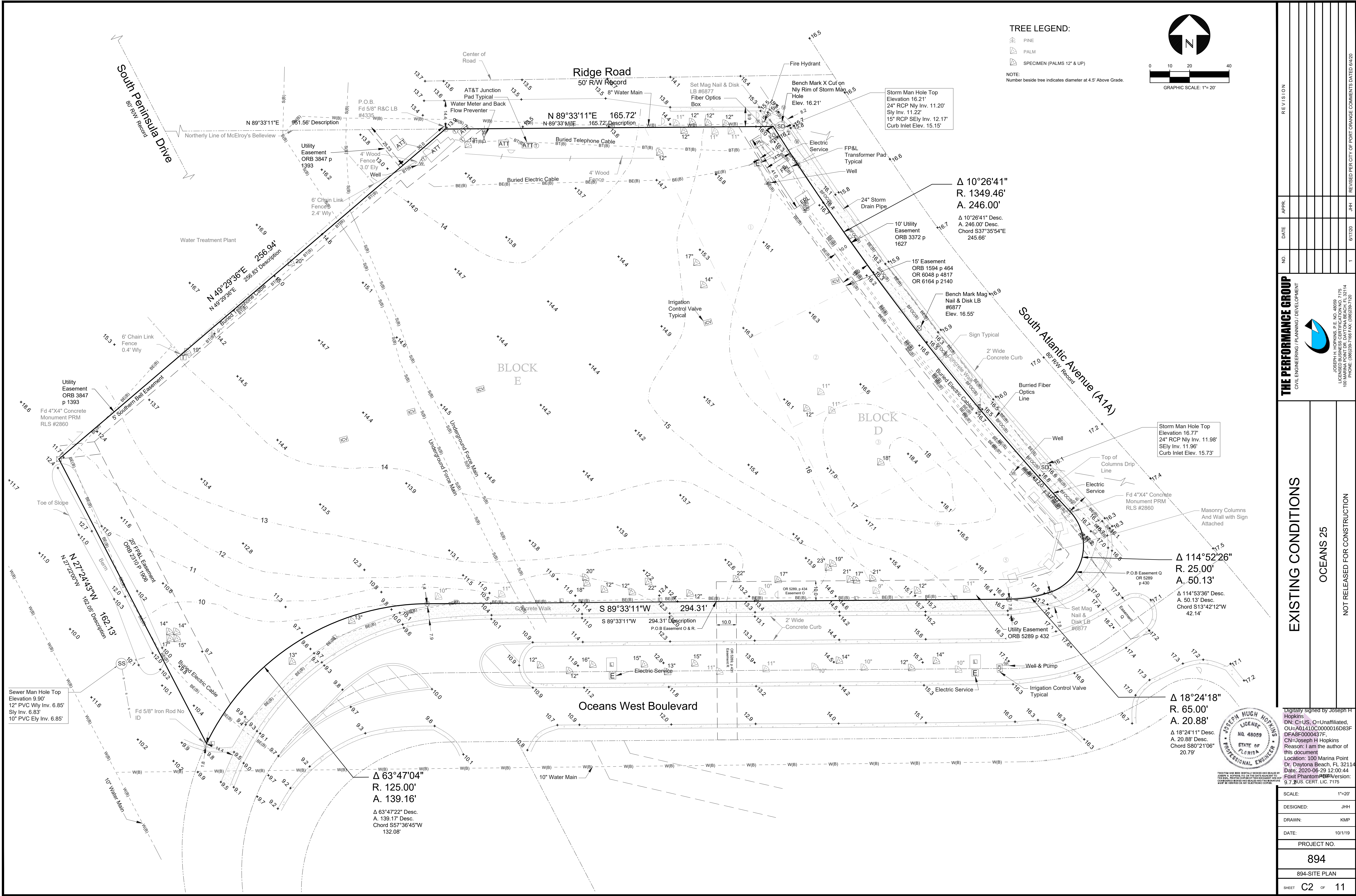
FEMA MAP:



LEGAL DESCRIPTION:

PART OF BLOCKS D AND E, MCELROY'S BELLEVUE SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF MCELROY'S BELLEVUE WITH THE EASTERLY LINE OF SOUTH PENINSULA DRIVE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED, THENCE NORTH 89°33'11" EAST ALONG THE NORTHERLY LINE OF THE AFORESAID MCELROY'S BELLEVUE A DISTANCE OF 95.56 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROY'S BELLEVUE A DISTANCE OF 165.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT, AS RECORDED IN MAP BOOK 38, PAGE 67, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROY'S BELLEVUE A DISTANCE OF 165.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT, AS RECORDED IN MAP BOOK 38, PAGE 67, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE 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REVISION

APPR

DATE

NO

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6/17/20

JHH

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DRIVE, SUITE 100, DAYTONA BEACH, FL 32114
PHONE: (386) 255-1061 FAX: (386) 255-1062

EXISTING CONDITIONS

OCEANS 25

NOT RELEASED FOR CONSTRUCTION

Digitally signed by Joseph H. Hopkins
DN: c=US, o=Unaffiliated, ou=A01410C0000016D83F, email=J.Hopkins@performancegroup.com, cn=Joseph H. Hopkins
Reason: I am the author of this document
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Date: 2020-06-29 12:00:44
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JOSEPH HUGH HOPKINS
LICENSE
NO. 48059
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS DRAWING HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH H. HOPKINS, P.E. NO. 48059, LICENSED BUSINESS CERTIFICATION NO. 7175, 100 MARINA POINT DRIVE, SUITE 100, DAYTONA BEACH, FL 32114, PHONE: (386) 255-1061, FAX: (386) 255-1062. ANY ALTERATIONS TO THIS DRAWING WILL VOID THE DIGITAL SIGNATURE AND SEAL.

SCALE: 1"=20'

DESIGNED: JHH

DRAWN: KMP

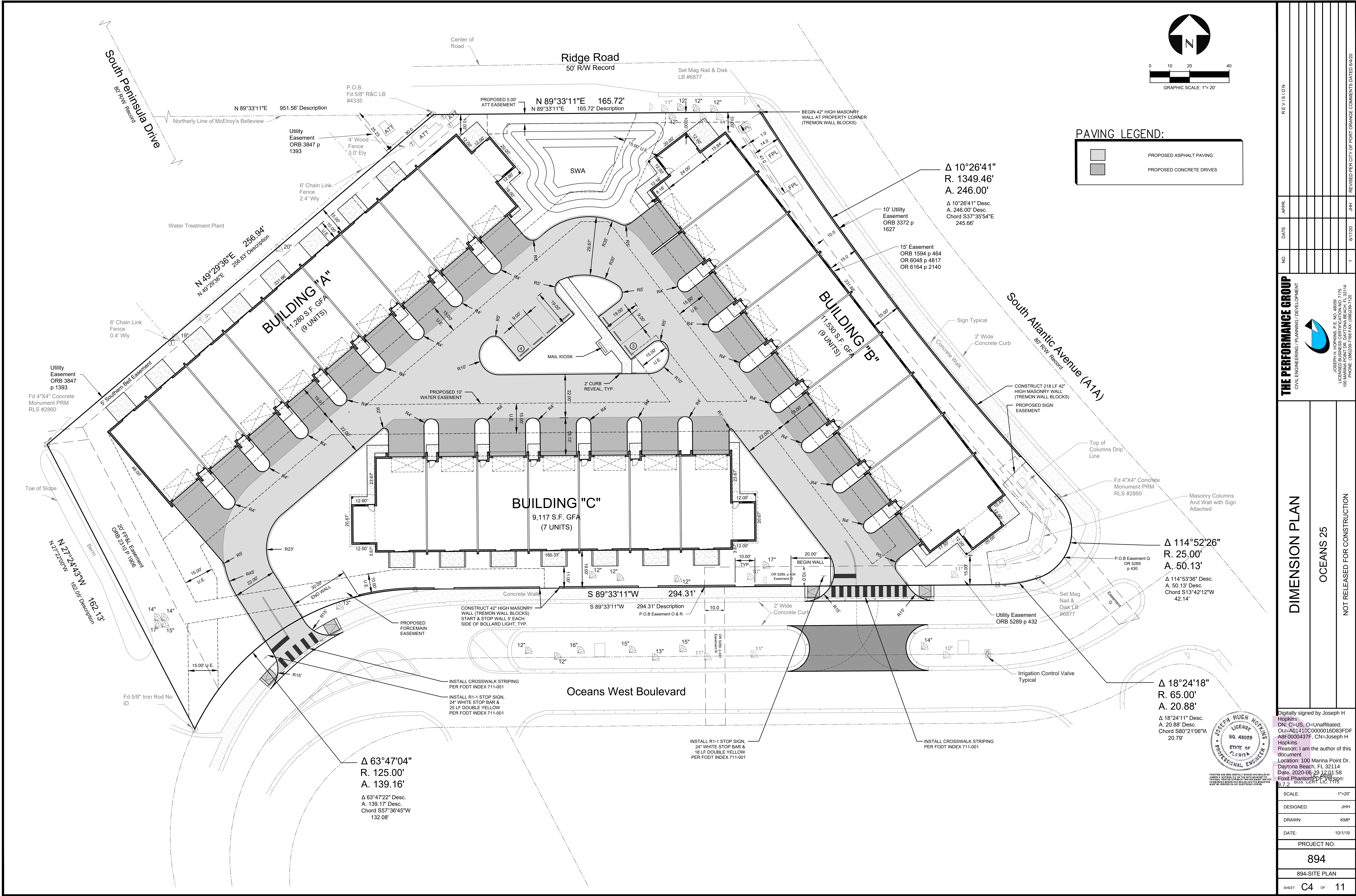
DATE: 10/1/19

PROJECT NO.

894

894-SITE PLAN

SHEET C2 OF 11



THE PERFORMANCE GROUP
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LICENSED BUSINESS CERTIFICATION NO. 7175
1001 MARINA POINT DR., DAYTONA BEACH, FL 32114
PHONE: (386) 258-1061 FAX: (386) 258-1061

DIMENSION PLAN

OCEANS 25

NOT RELEASED FOR CONSTRUCTION

Digitally signed by Joseph H Hopkins
DN: C=US, O=Unaffiliated,
OU=A01410C0000016D83FDF,
ABF0000437F, CN=Joseph H Hopkins
Reason: I am the author of this document
Location: 100 Marina Point Dr.
Daytona Beach, FL 32114
Date: 2020-06-29 12:01:58
Foxit Reader
9.7.2 BUS. CERT. LIC. 7175

SCALE: 1"=20'

DESIGNED: JHH

DRAWN: KMP

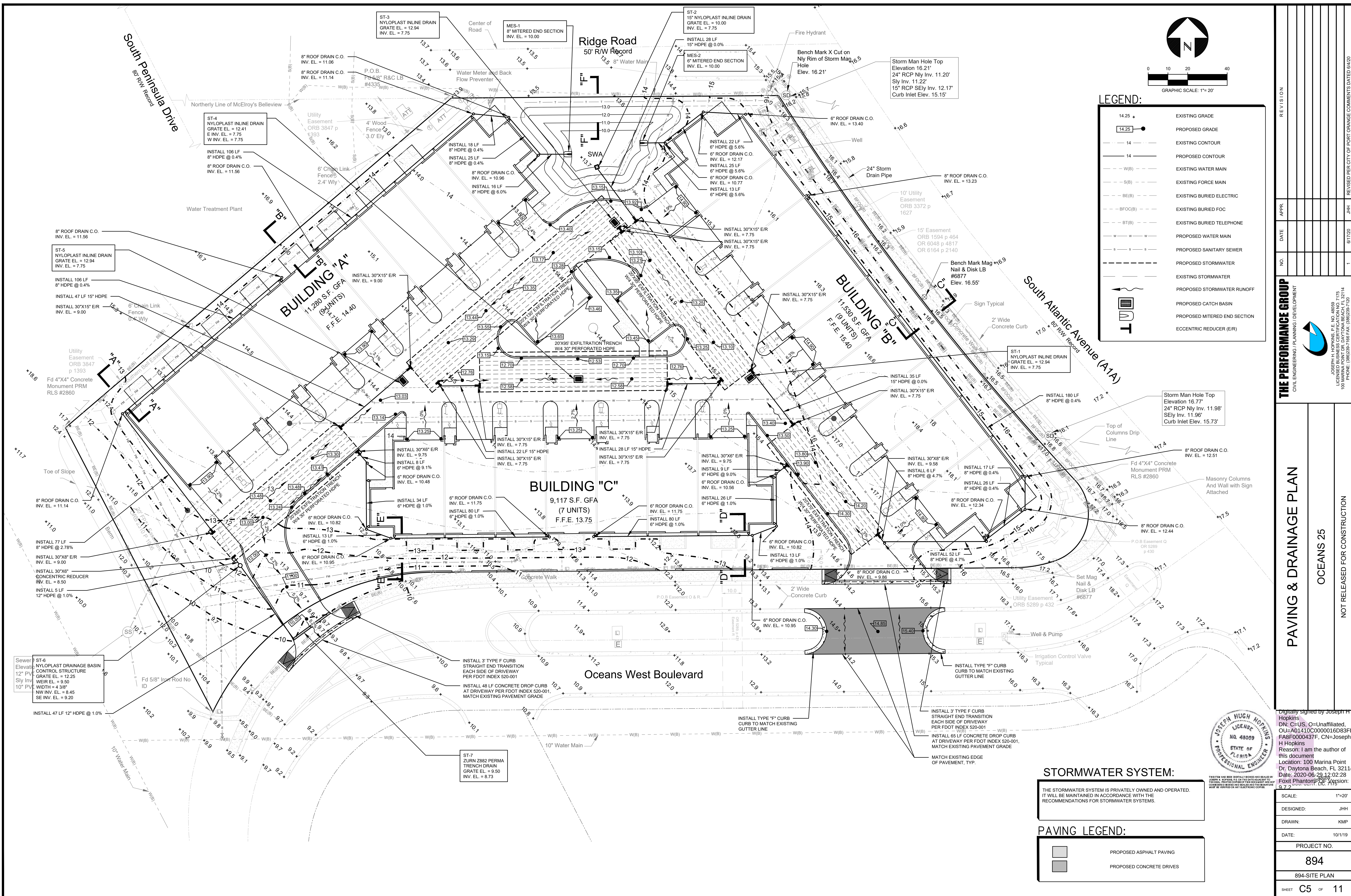
DATE: 10/1/19

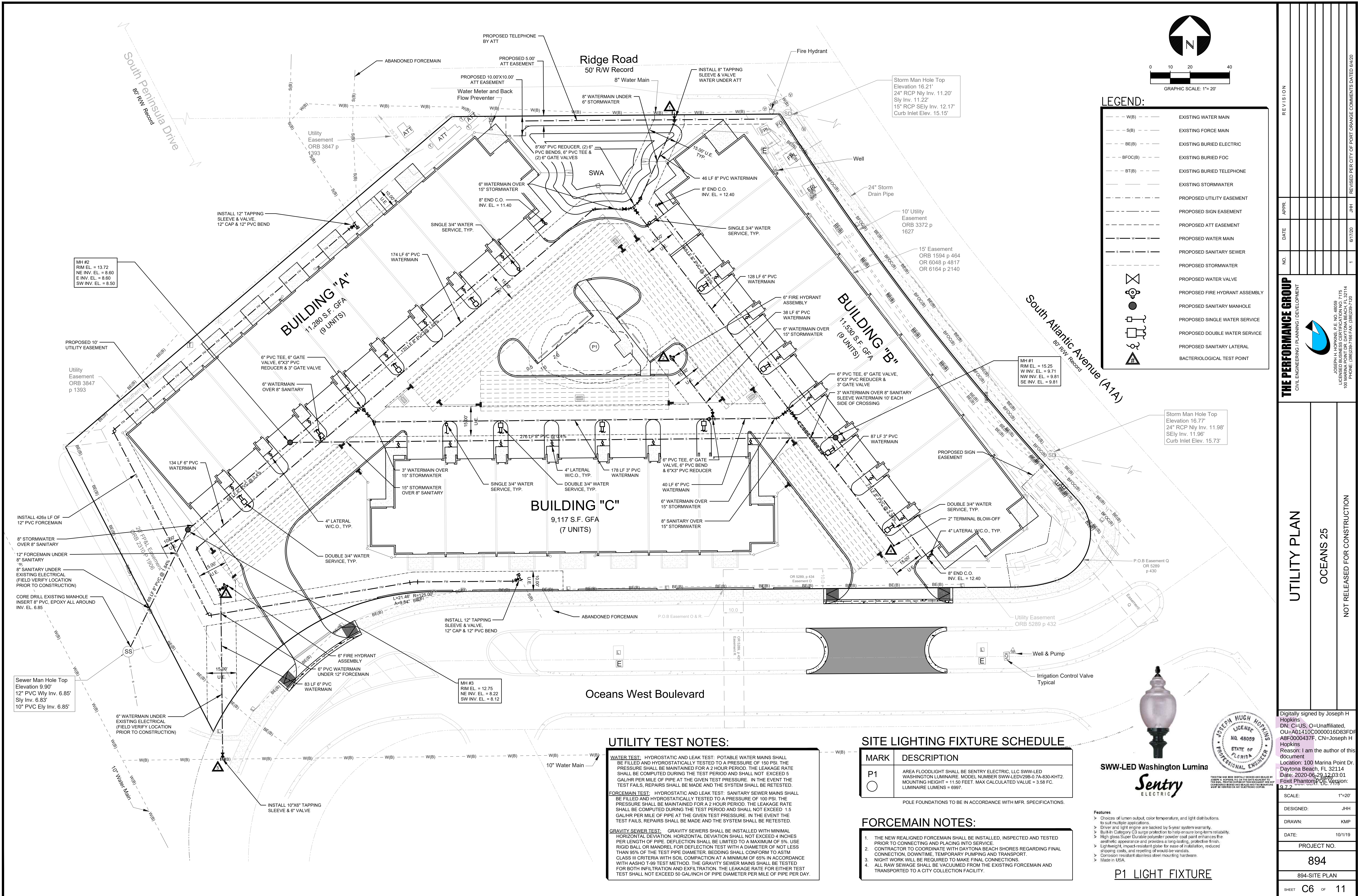
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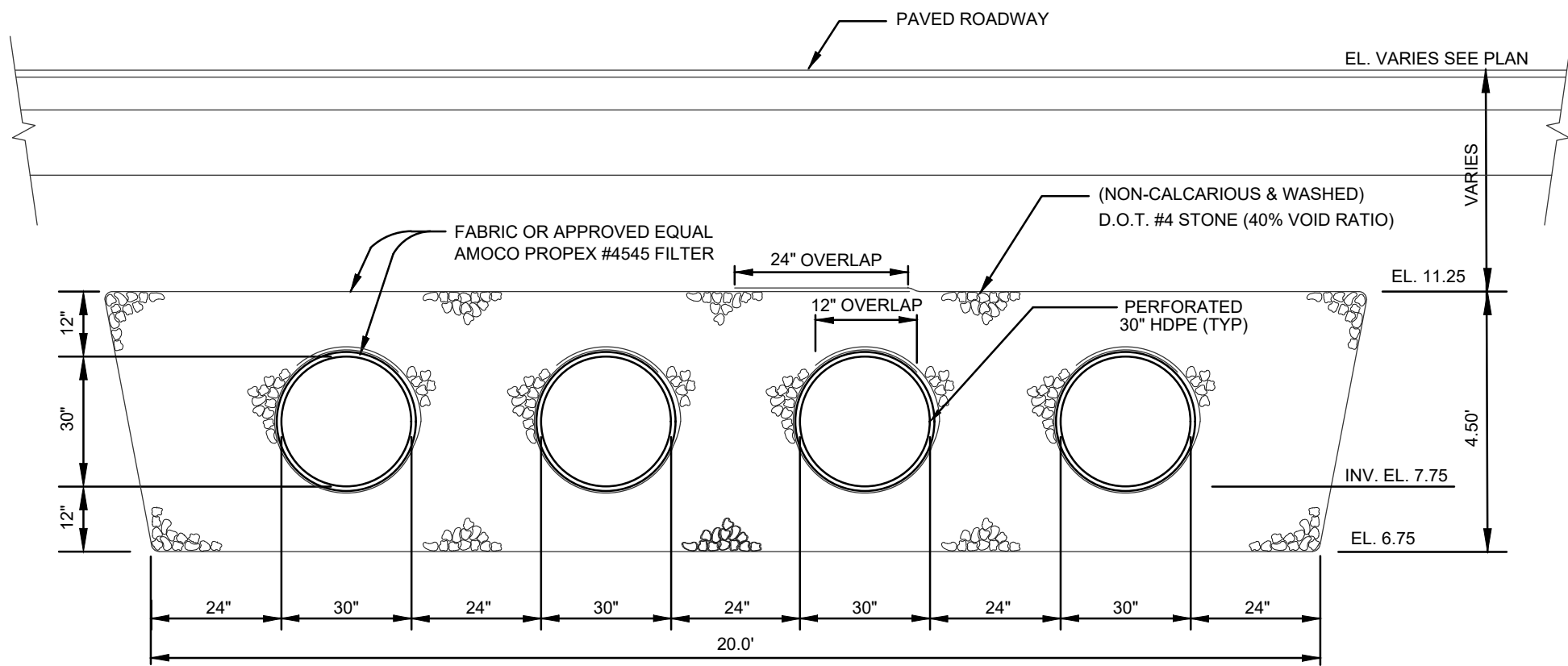
894

894-SITE PLAN

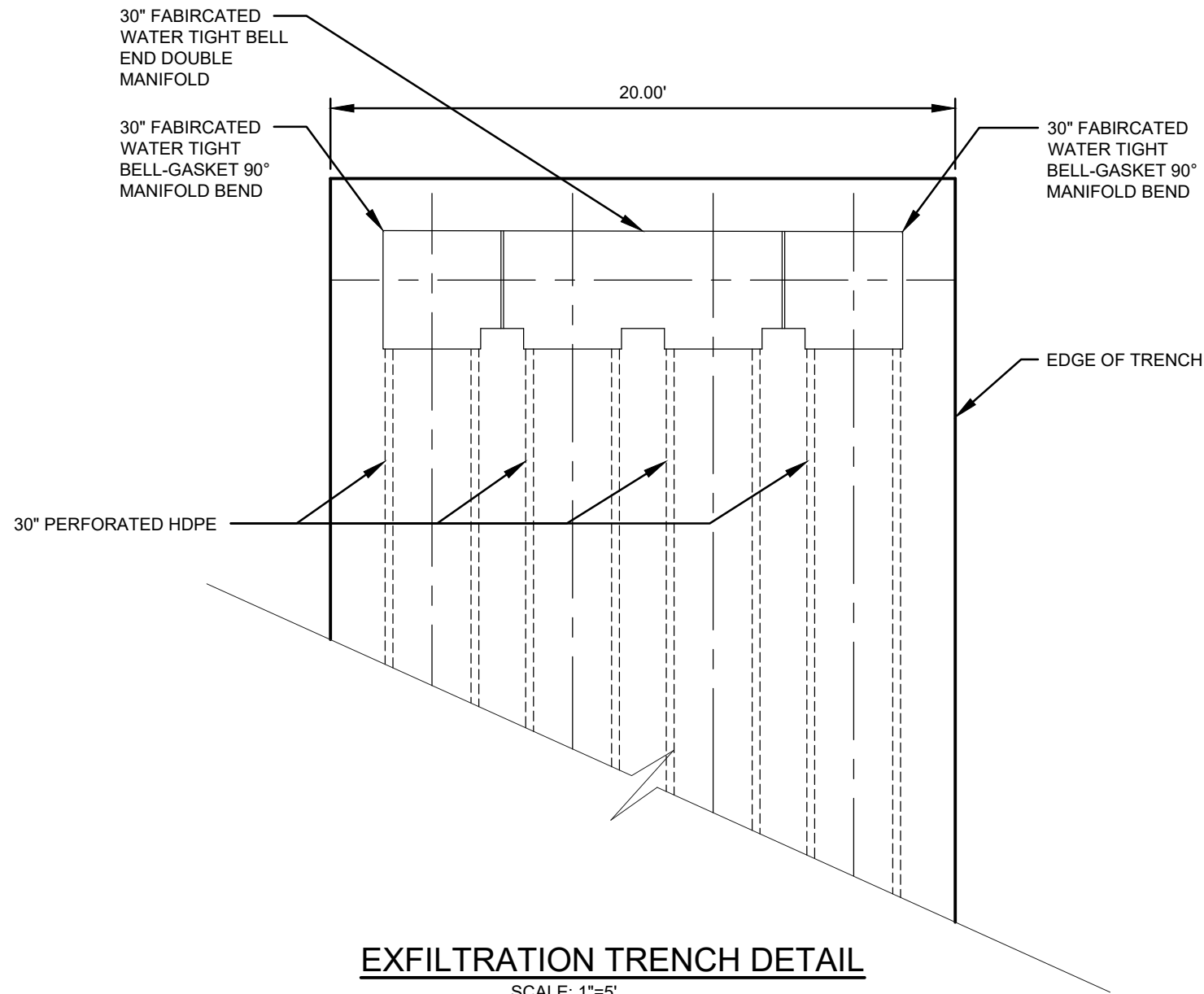
SHEET C4 OF 11



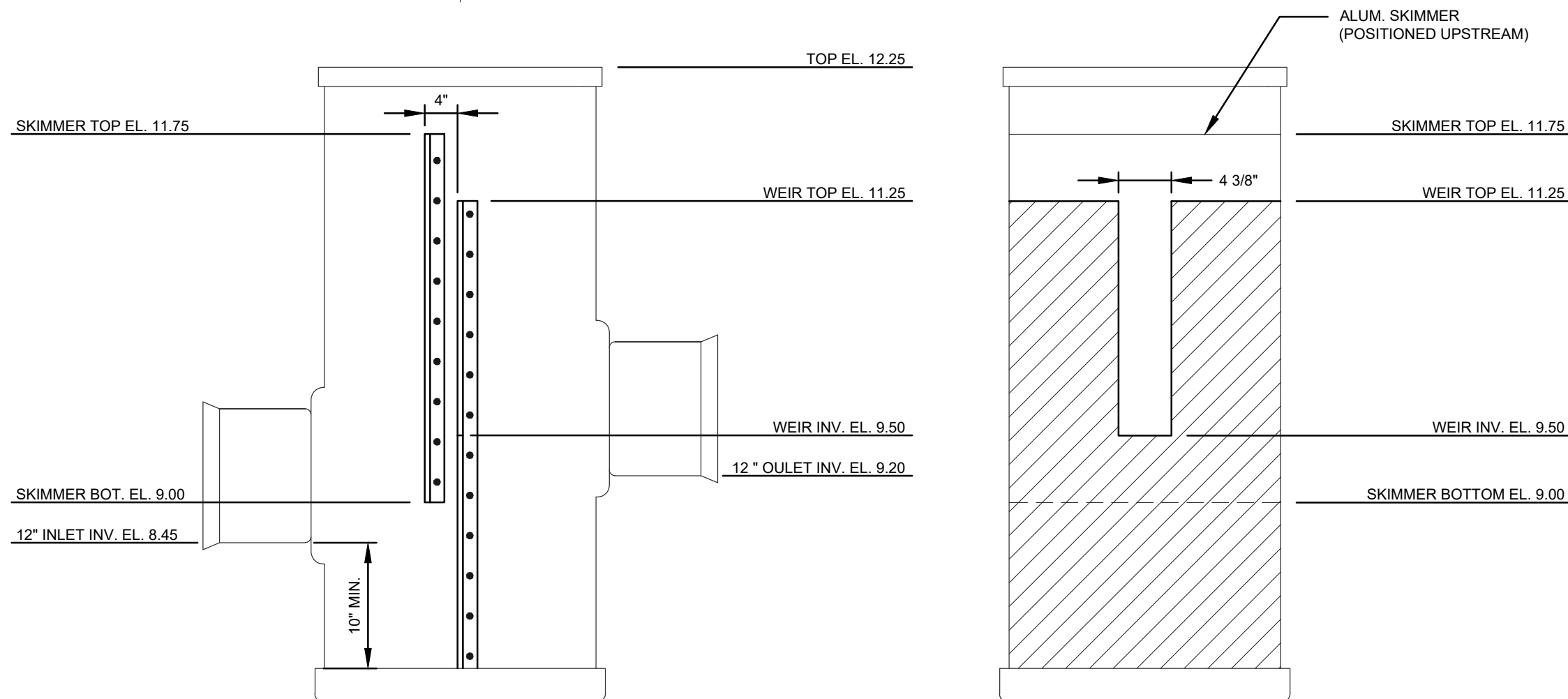
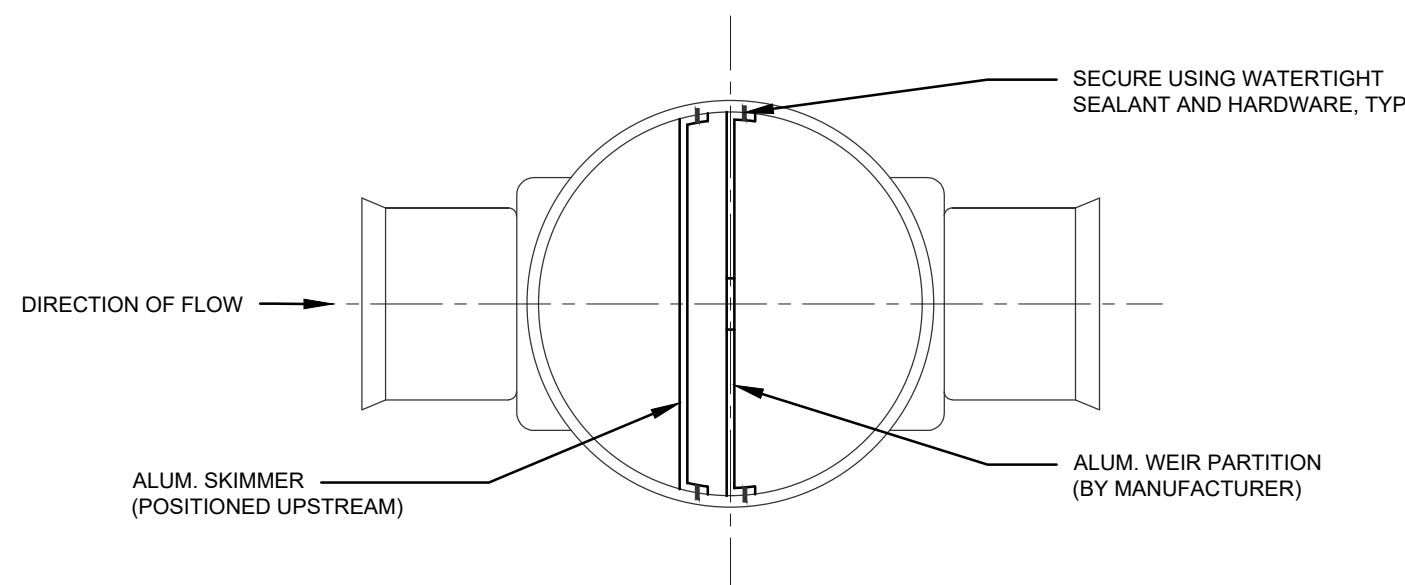




EXFILTRATION TRENCH DETAIL
NOT TO SCALE

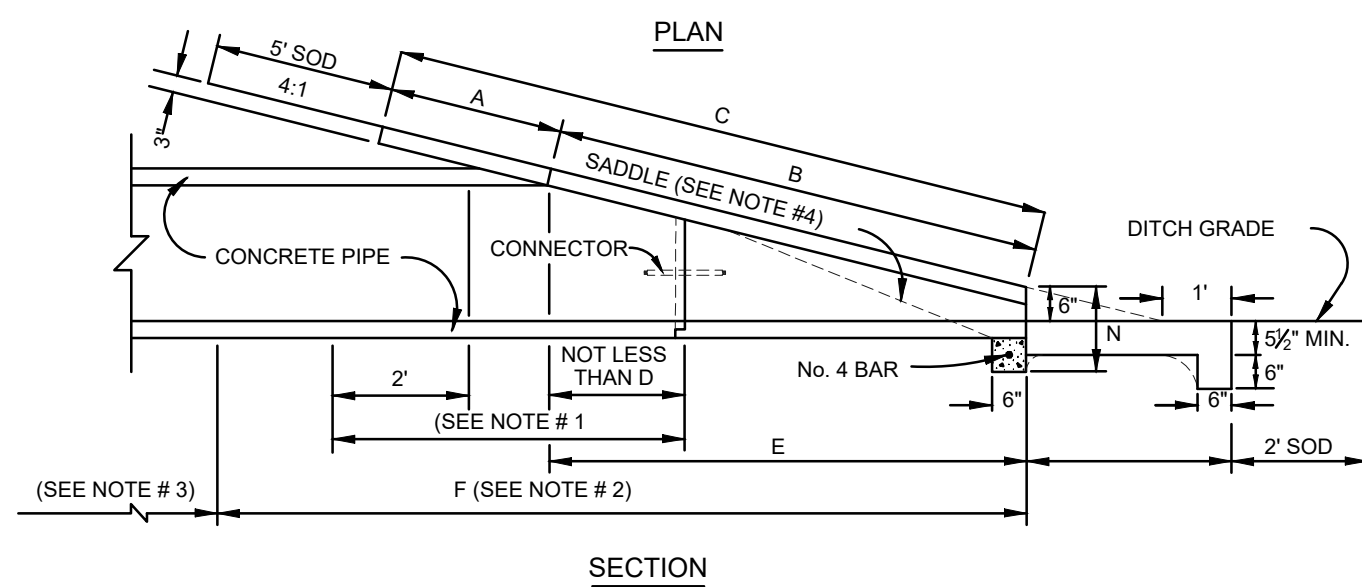
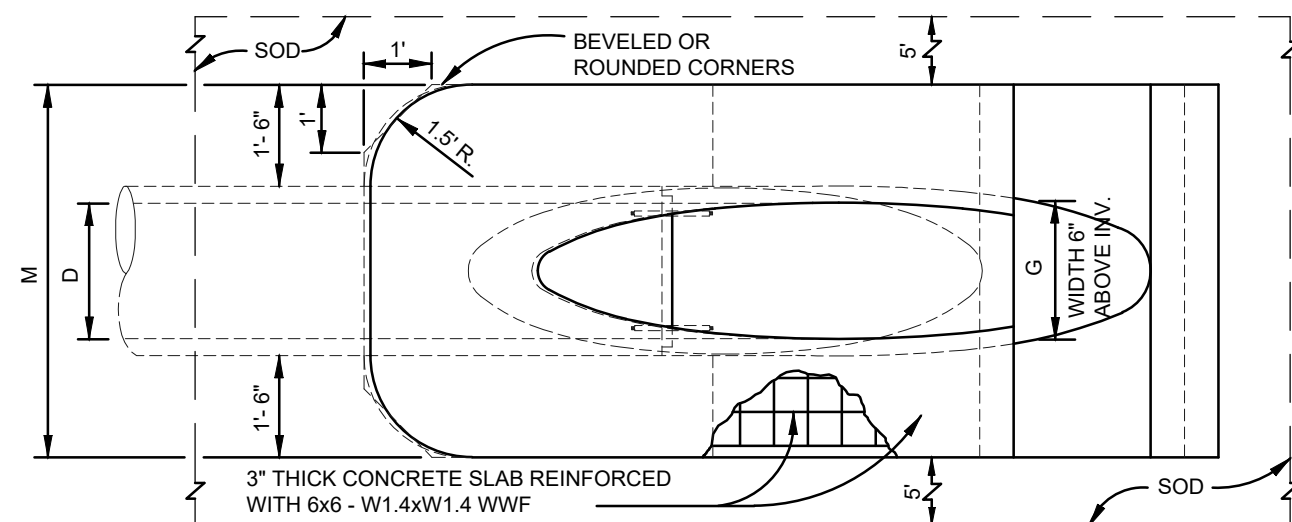


EXFILTRATION TRENCH DETAIL
SCALE: 1"=5'



NYLOPLAST CONTROL STRUCTURE
SCALE: NONE

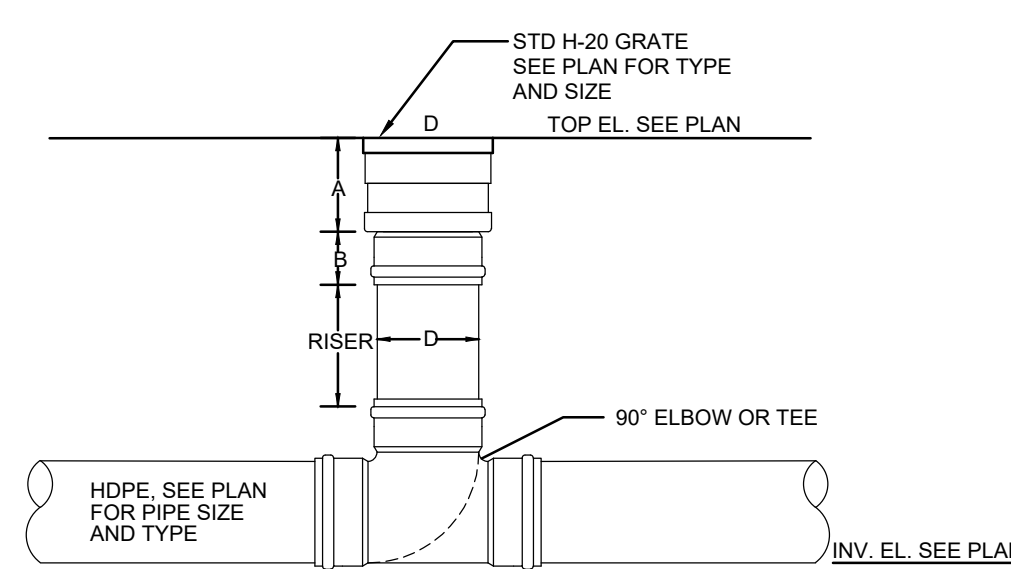
D	A	B	C	E	F	G	M	N
15"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.63'	1.19'
18"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	1.21'
24"	2.53'	7.18'	9.71'	7.03'	11'	1.73'	5.50'	1.25'
30"	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.08'	1.29'
36"	2.87'	11.31'	14.18'	11.03'	15'	2.24'	6.67'	1.33'
42"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	1.38'



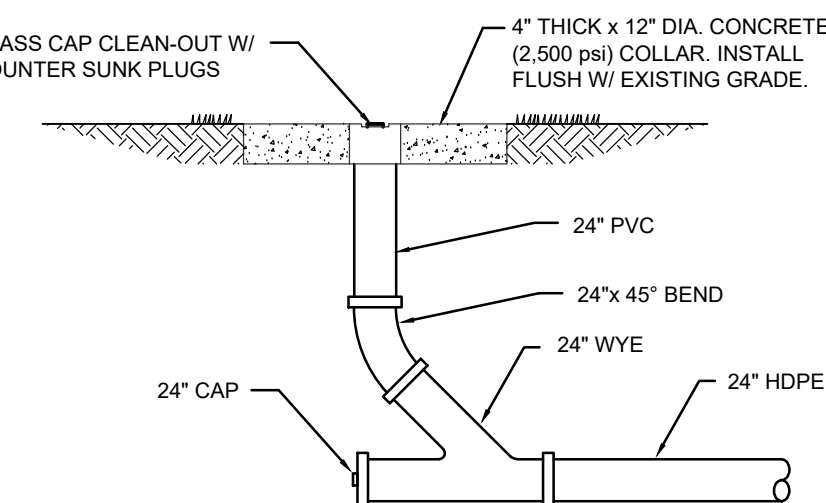
NOTES:

1. NO PIPE JOINT PERMITTED UNLESS APPROVED BY THE ENGINEER.
2. PIPE TO BE INCLUDED UNDER UNIT PRICE FOR MITERED END SECTION.
3. PAID FOR AS CROSS DRAIN PIPE CULVERT.
4. SLOPE 4:1 MITER TO C PIPE FOR PIPES 18" AND SMALLER, 2:1 FOR PIPES 24" AND LARGER.
5. SEE FDOT INDEX NUMBER 430-022

MITERED END SECTION SIDE DRAIN DETAIL
SCALE: NONE

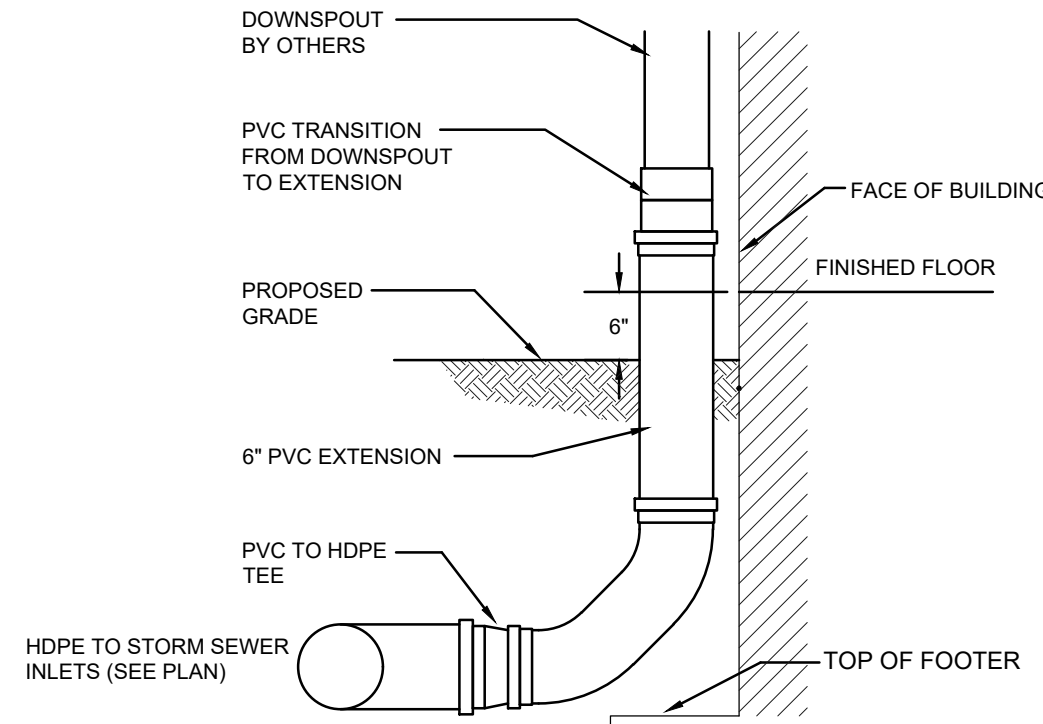


NYLOPLAST INLINE DRAIN
NOT TO SCALE



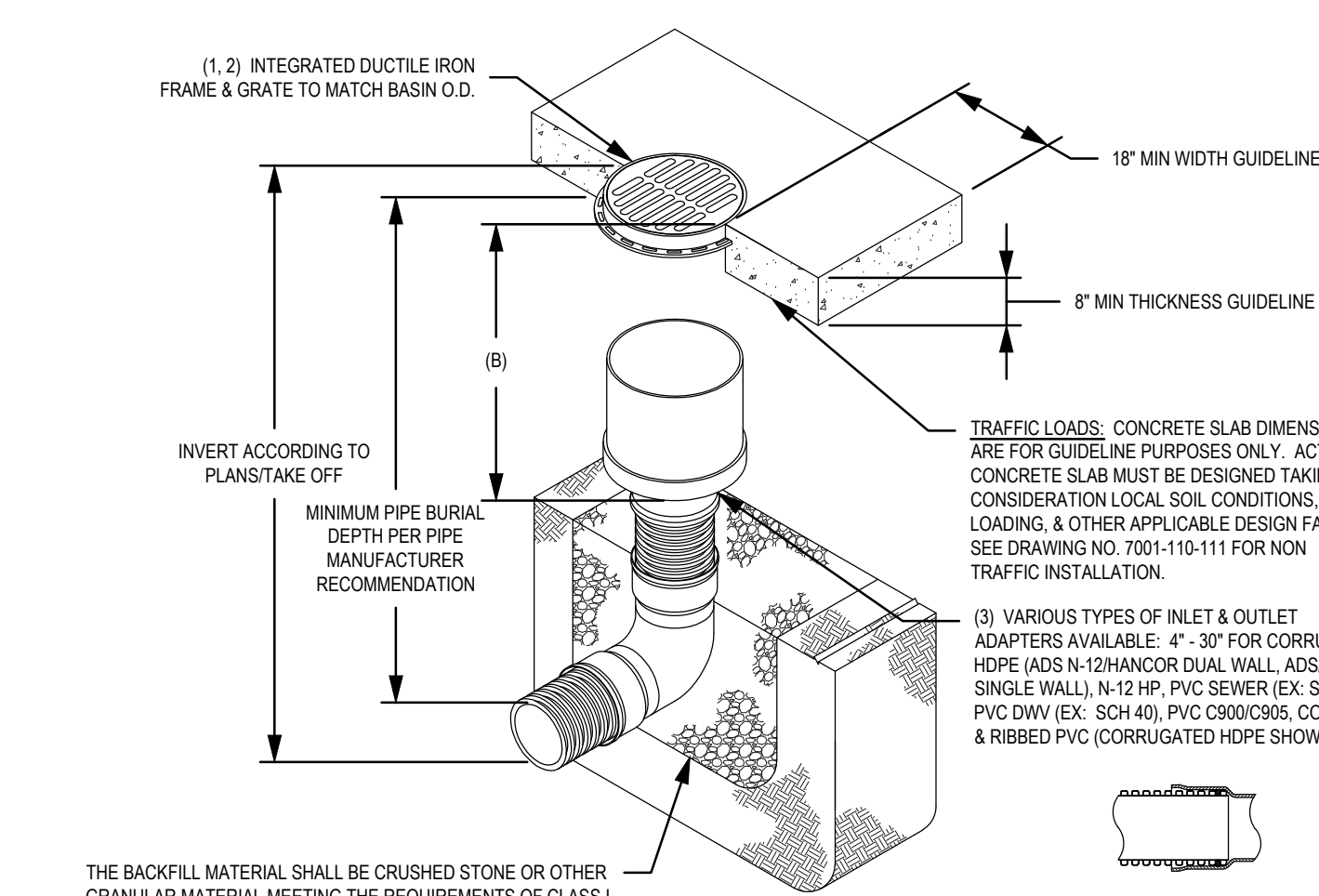
END CLEAN-OUT

NOTE: CLEAN OUT TO BE FLUSH W/ CONCRETE COLLAR.



NOTE: ALL CONNECTIONS TO BE WATER TIGHT

DOWNSPOUT CONNECTION
SCALE: NONE



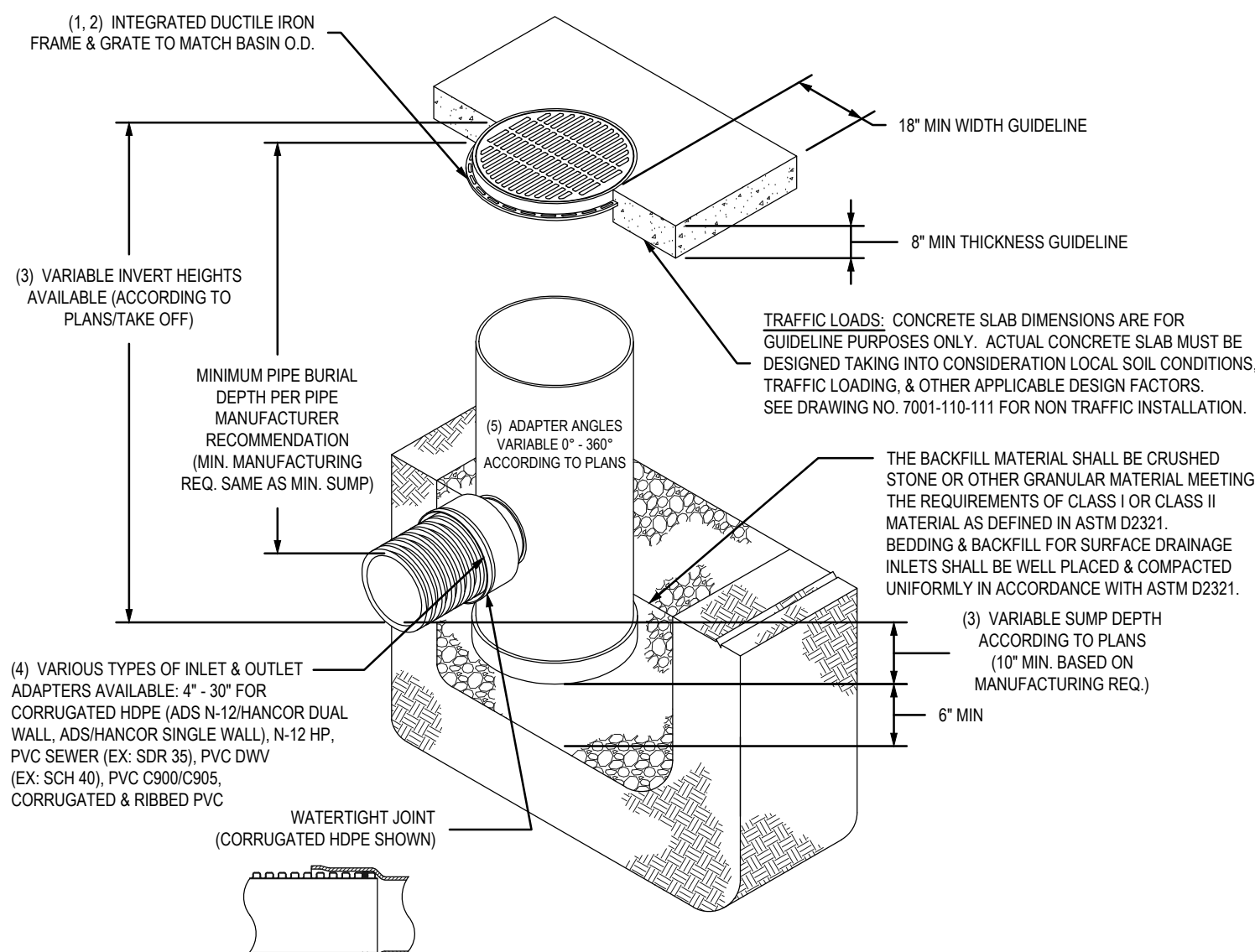
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

NOTES:

1. GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2. FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
3. DRAINAGE CONNECTION SUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER.
4. DIMENSIONS ARE FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY.
5. DIMENSIONS ARE IN INCHES
6. SEE DRAWING NO. 7001-110-275 FOR ADS N-12 & HANCOR DUAL WALL BELL INFORMATION & DRAWING NO. 7001-110-364 FOR N-12 HP BELL INFORMATION.

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-20	3098GCP	7001-110-220
STANDARD	MEETS H-20	3098GCS	7001-110-221
SOLID COVER	MEETS H-20	3098GSC	7001-110-222
DCME	N/A	3098GCD	7001-110-223

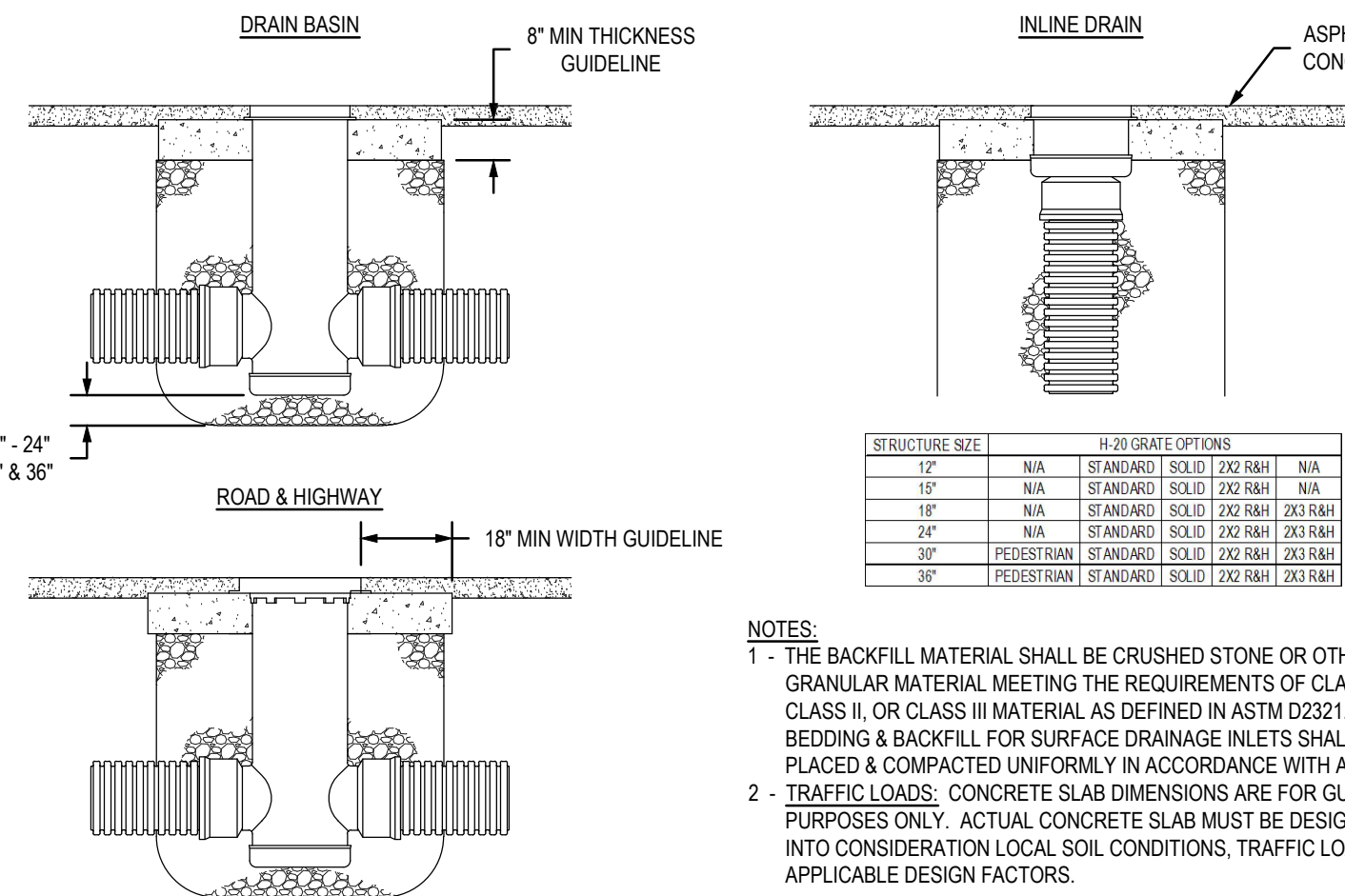
NYLOPLAST INLINE DRAIN
SCALE: NONE



1. GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2. FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-085.
4. DRAINAGE CONNECTION SUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
5. ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-20	3098GCP	7001-110-220
STANDARD	MEETS H-20	3098GCS	7001-110-221
SOLID COVER	MEETS H-20	3098GSC	7001-110-222
DCME	N/A	3098GCD	7001-110-223

NYLOPLAST DRAINAGE BASIN
SCALE: NONE



STRUCTURE SIZE	H-20 GRATE OPTIONS
12"	N/A
18"	N/A
24"	N/A
30"	N/A

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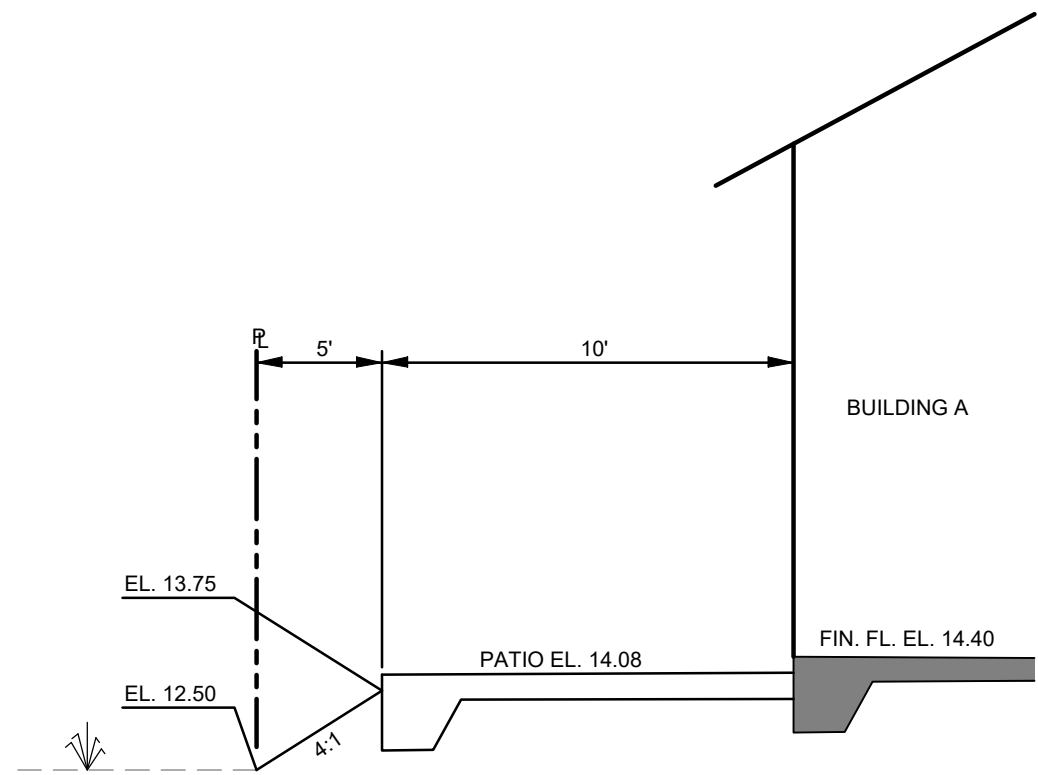
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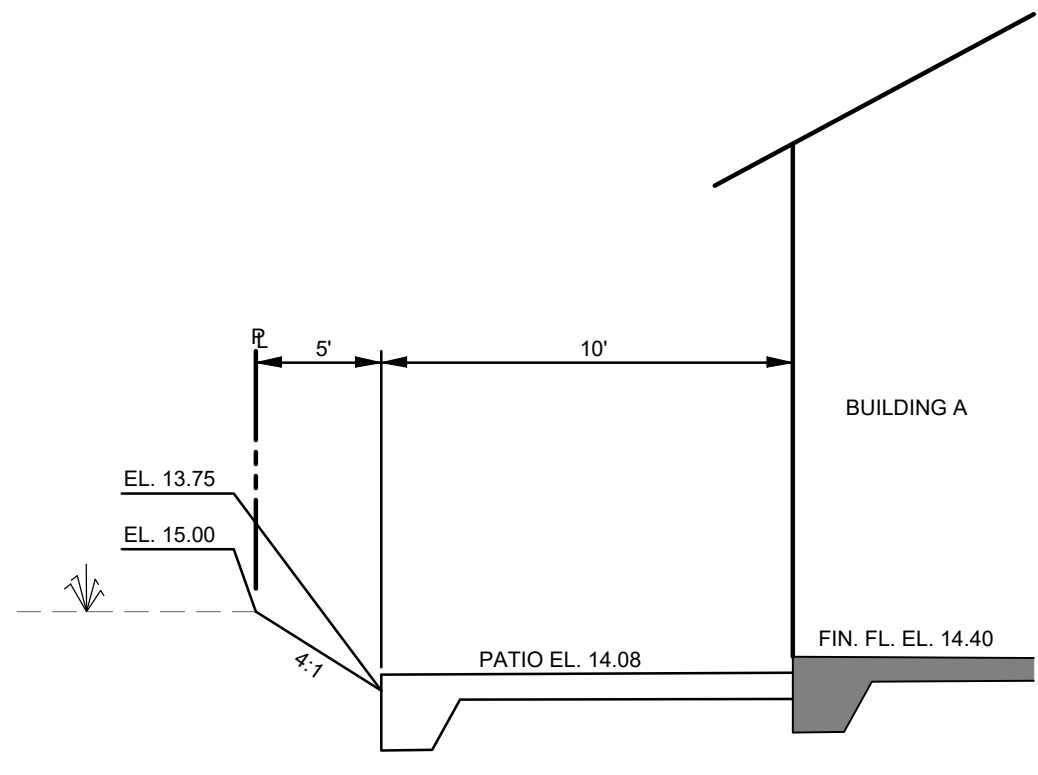
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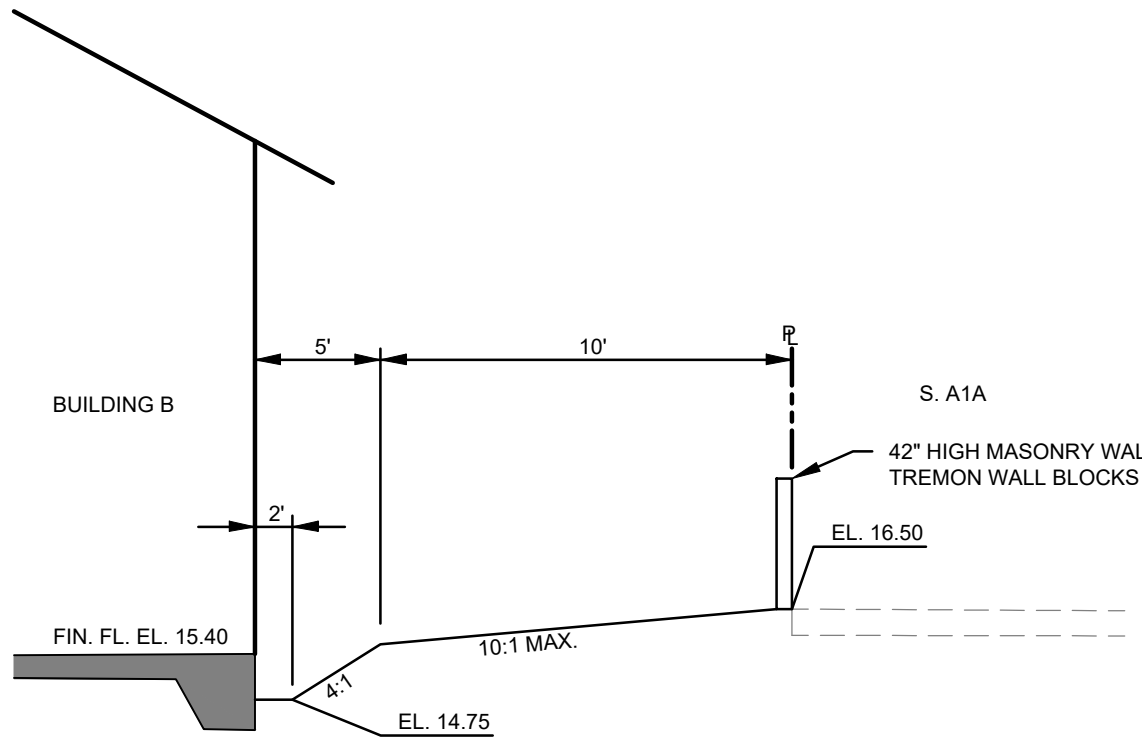
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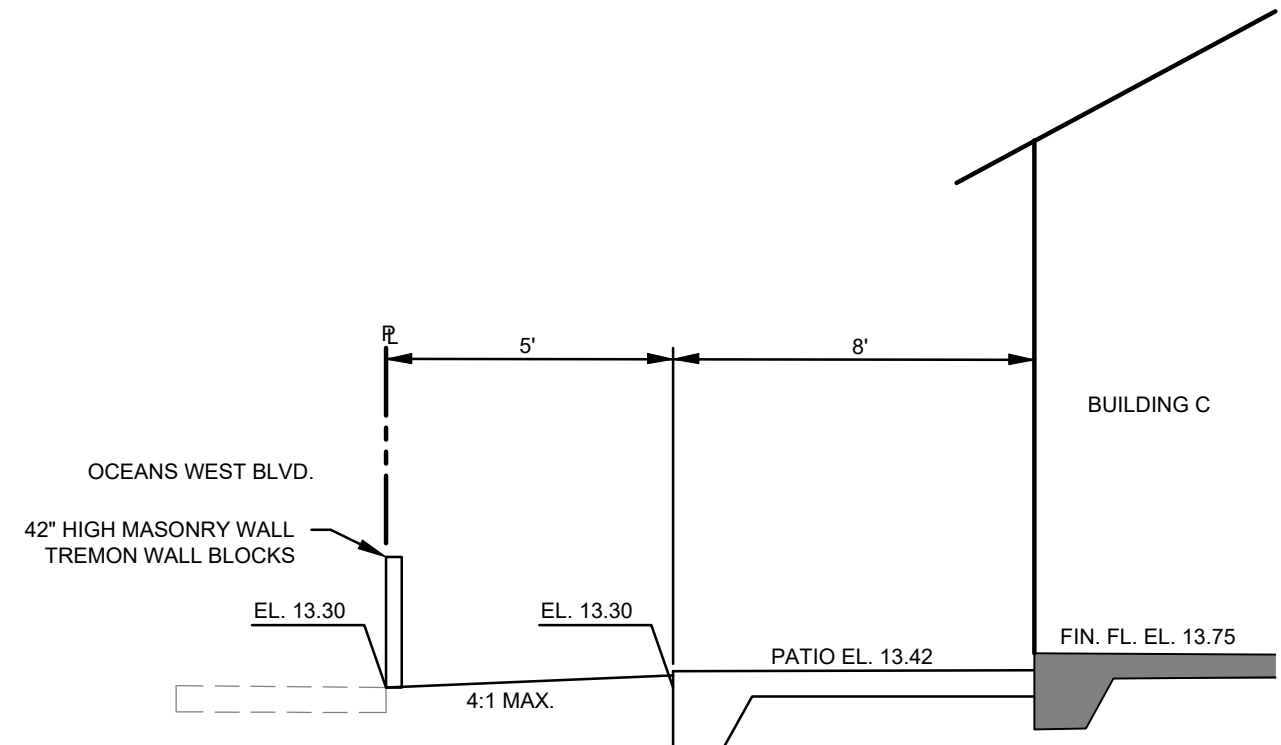
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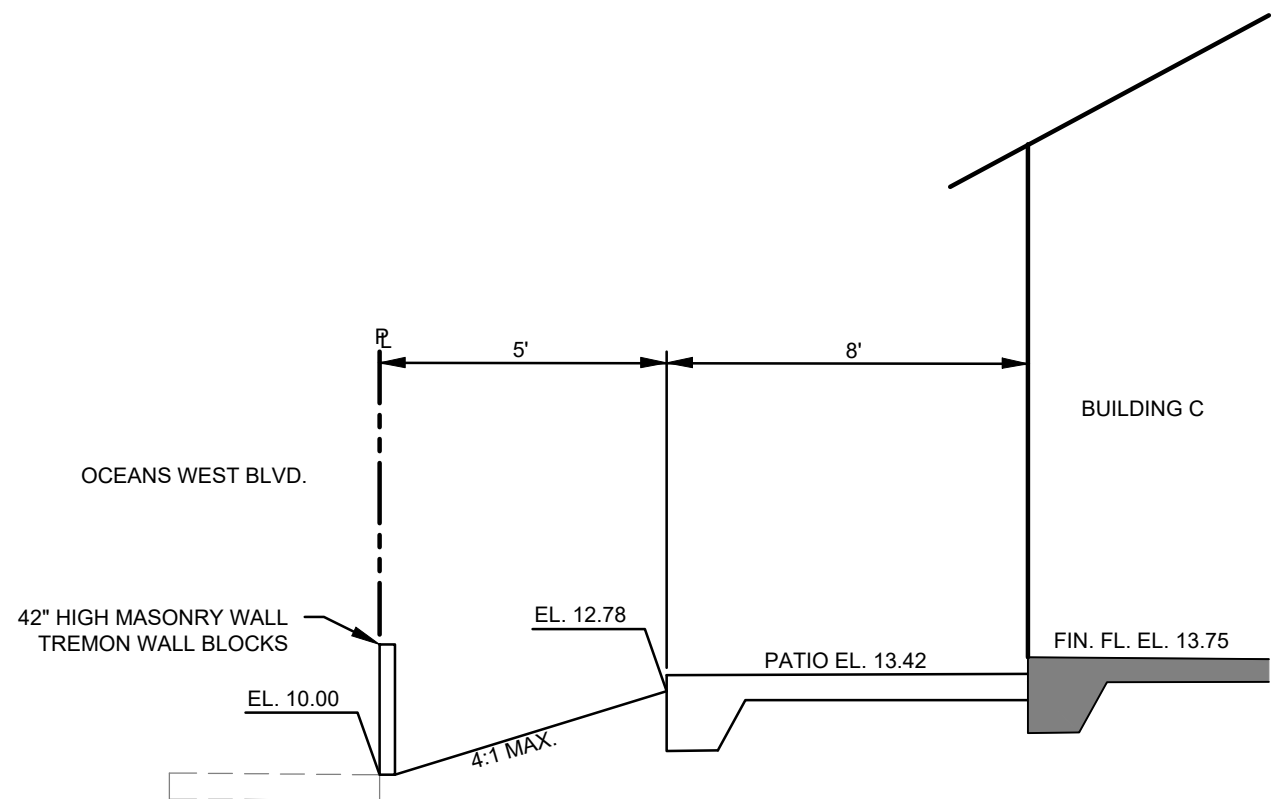
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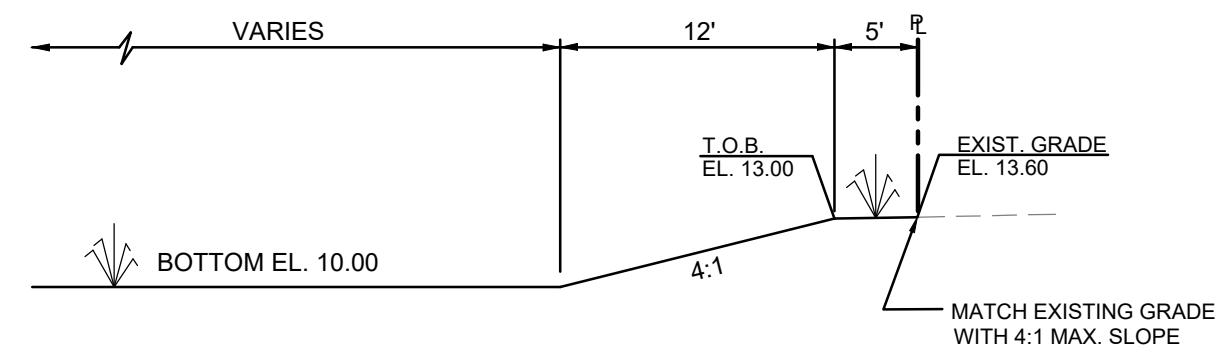
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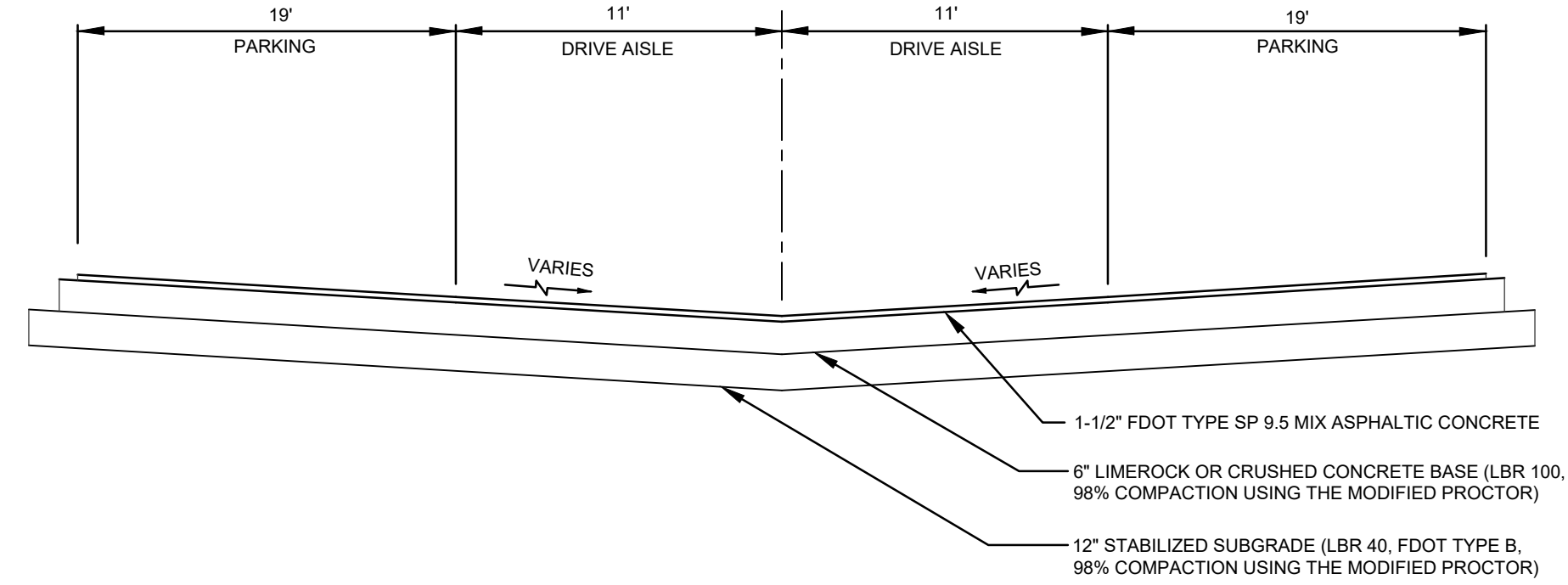
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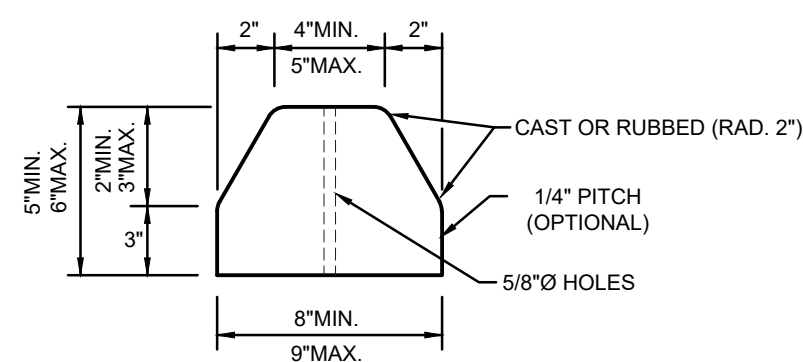
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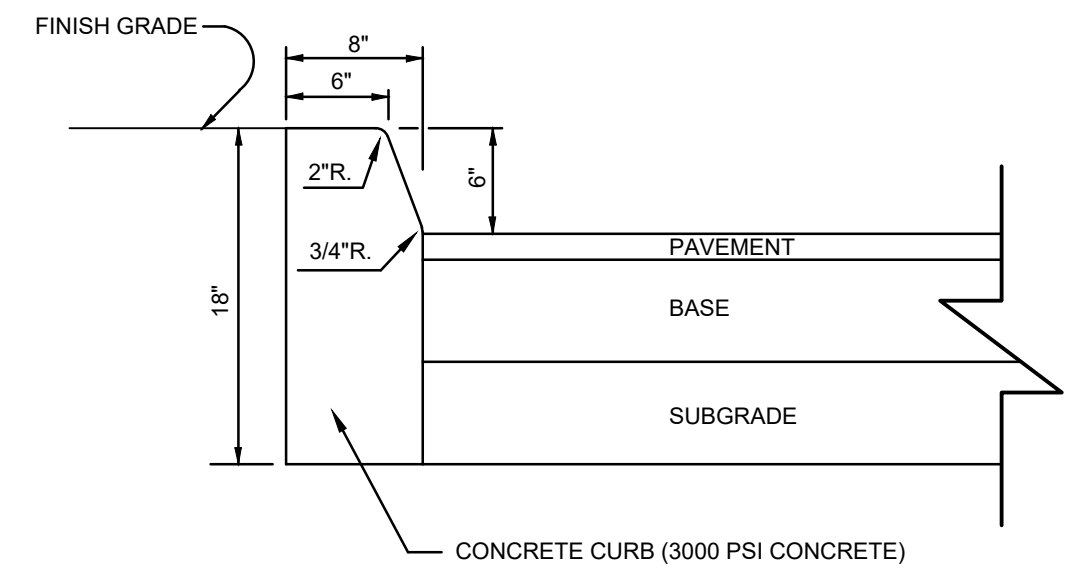
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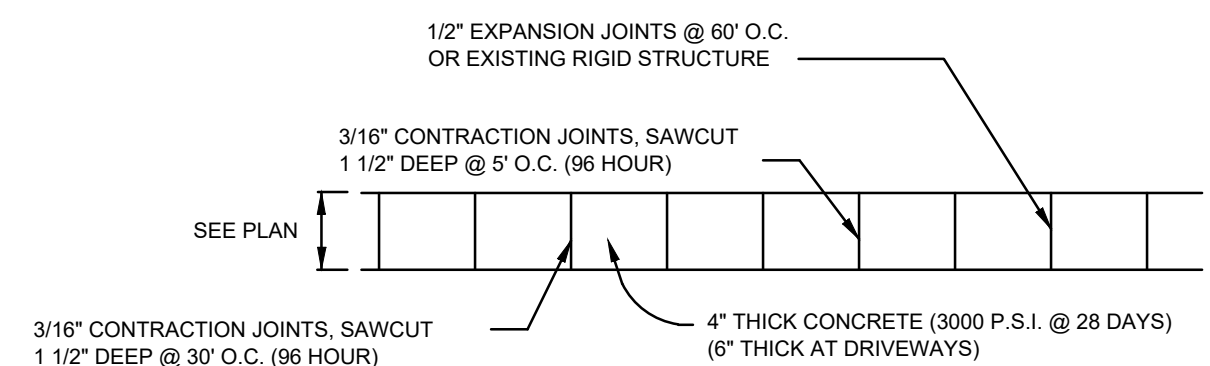
TYPICAL PAVEMENT SECTION
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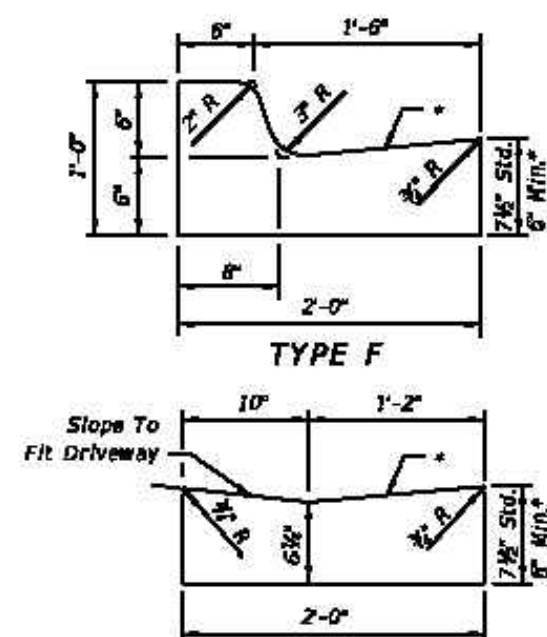
CONCRETE WHEEL STOP DETAIL



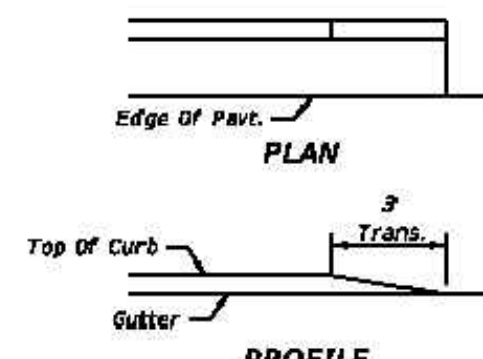
FDOT TYPE "D" CURB DETAIL
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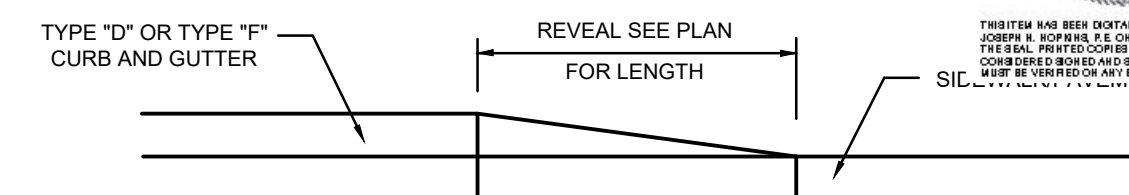
CONCRETE SIDEWALK DETAIL (FDOT INDEX #522-001)
NOT TO SCALE



Drop curb
CONCRETE CURB
FY 2019-20
STANDARD PLANS



CURB AND GUTTER
INDEX
520-001



CURB REVEAL DETAIL
NOT TO SCALE

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



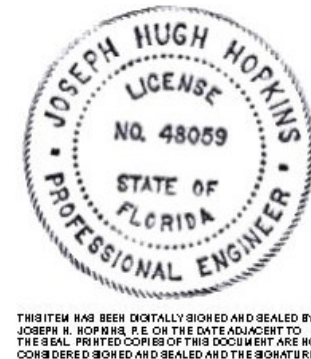
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR., SUITE 114
DAYTONA BEACH, FL 32114
PHONE: (386) 258-1061 FAX: (386) 258-1232

SECTIONS AND DETAILS

OCEANS 25

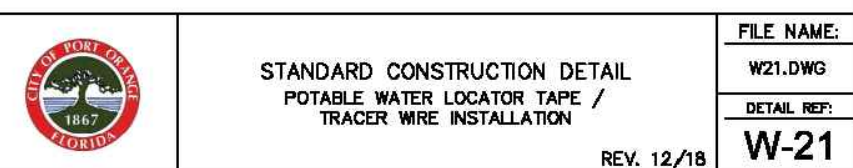
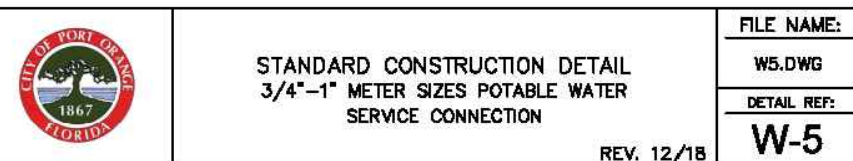
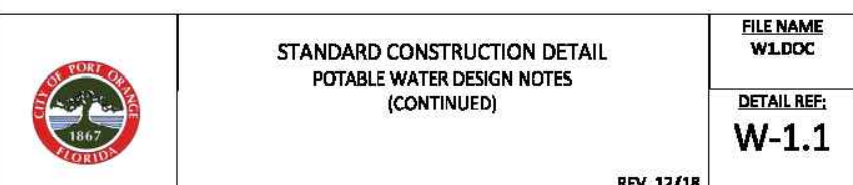
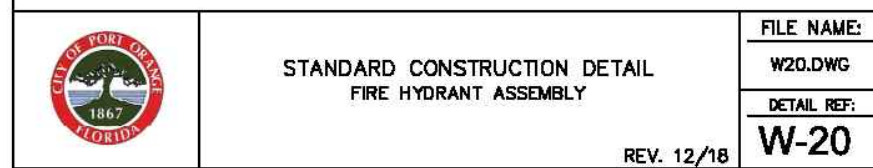
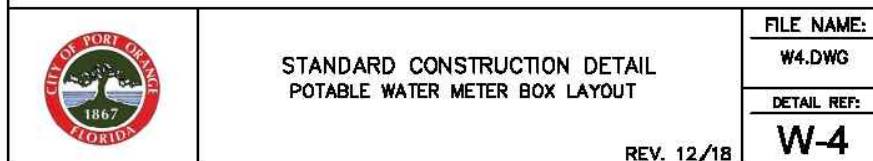
NOT RELEASED FOR CONSTRUCTION

Digitally signed by Joseph H Hopkins
DN: C=US, O=Unaffiliated, OU=AQ1410C000018D83FD, ASR0000437F, CN=Joseph H Hopkins
Reason: I am the author of this document
Location: 100 Marina Point Dr., Daytona Beach, FL 32114
Date: 2020-06-28 12:04:25
Foxit PhantomPDF Version: 9.7.2

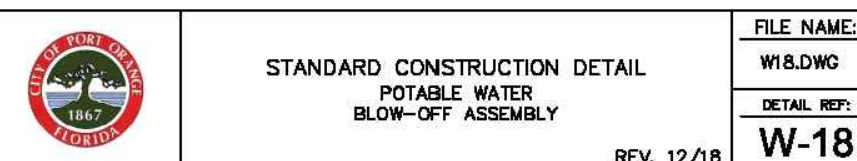
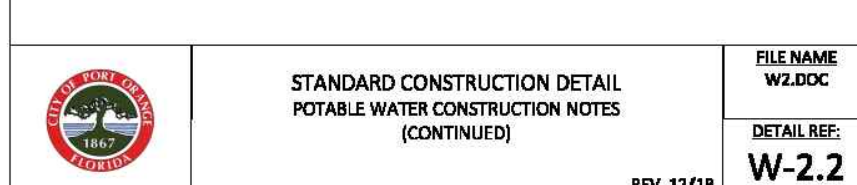
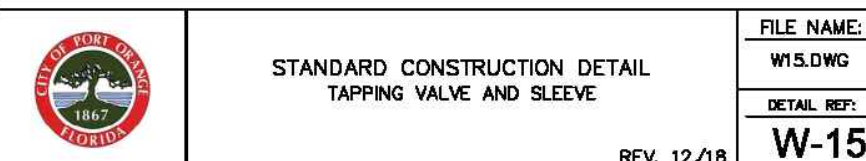
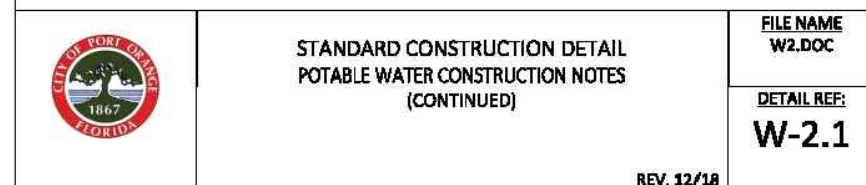
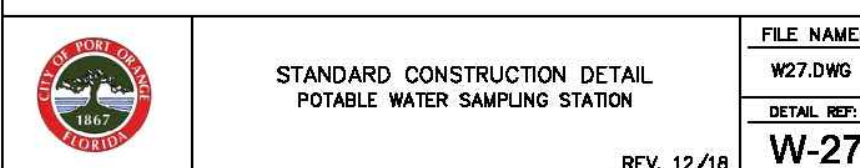
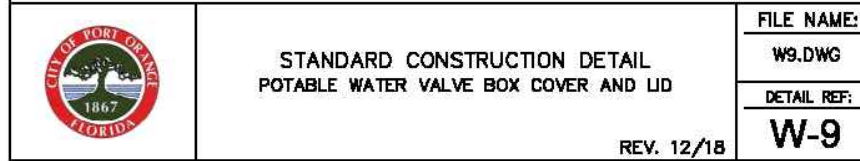
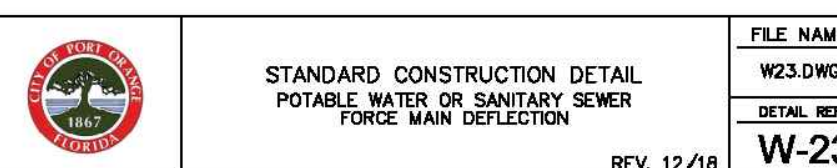
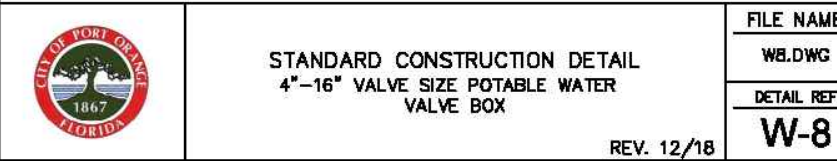


SCALE:	AS NOTED
DESIGNED:	JHH
DRAWN:	KMP
DATE:	10/1/19
PROJECT NO.	894
894-SITE PLAN	
SHEET	C8 OF 11

	STANDARD CONSTRUCTION DETAIL POTABLE WATER DESIGN NOTES	FILE NAME WLD00C
		DETAIL REF: W-1
REV. 12/18		



	STANDARD CONSTRUCTION DETAIL POTABLE WATER DESIGN NOTES (CONTINUED)	FILE NAME W1.DOC
		DETAIL REF: W-1.2



SCALE:	NONE
DESIGNED:	JHH
DRAWN:	KMP
DATE:	10/1/19
PROJECT NO.	
894	
894-SITE PLAN	
SHEET	C9 OF 11

2 3/4"

25 1/2"

1 1/2"

COVER

26 3/4"

25 3/4"

4"

RING

24"

25 3/4"

29 1/2"

NON-PENETRATING PIKHOLES

ORIG. GASKET

NOTES:

1. COVER - 125 LBS.
2. RING - 80 LBS.
3. MATERIAL: ASTM-A48 GRAY IRON CLASS 300
4. R. COVER AND RING 17 HOLES BY US FOUNDRY & MFG. CORP., OR EQUAL
5. GREASE INTERCEPTOR COVERS TO BE MARKED WITH "GREASE" INSTEAD OF "SANITARY SEWER"

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER MANHOLE SINGLE COVER

TOP OF BASE

1" RING OF CONCRETE TO BE PLACED AROUND MANHOLE FRAME PRIOR TO PAVING OF ROADWAY FROM TOP OF COAT TO BASE FINISH GRADE.

ADJUST TO FINISH GRADE W/ SEWER BRICK AND MORTAR (1" MAX.); HOPE ADJUSTING RING OR PRE-FORMED CONCRETE RINGS MAY BE SUBSTITUTED FOR BRICK

12" CONCRETE RING

PAVEMENT

BASE

WALL REINFORCEMENT FOR ASTM C-478

4,000 PSI #3 BAR CONCRETE, TYPE II CEMENT

PAINT: EPOXY AND COAL TAR OR APPROVED EQUAL, INTERIOR AND EXTERIOR - 1/8 IN. (6 COATS) EACH

MANHOLE

48" MINIMUM INSIDE DIAMETER

BRICK AND MORTAR INVERT

12" MINIMUM RING AGGREGATE SHALL BE USED UNDER NET CONDITIONS FOR BEDDING

8" MINIMUM WALL THICKNESS

RUBBER BOOT CONNECTION WITH HYDRAULIC CEMENT COVER

8" MINIMUM BASE THICKNESS

12" MINIMUM RING AGGREGATE SHALL BE USED UNDER NET CONDITIONS FOR BEDDING

12" MINIMUM RING AGGREGATE SHALL BE USED UNDER NET CONDITIONS FOR BEDDING

TYPICAL BASE REINFORCEMENT

SHALL BE NO. 4 BARS @ 12" O.C. FOR DEPTHS UNDER 8', NO. 4 BARS @ 8" O.C. FOR GREATER DEPTHS

NOTES:

- ON TRANSITIONS BETWEEN LARGER AND SMALLER DANGER SEWER COLLECTIONS, THE TOP OF THE INSIDE OF THE TWO SEWER PIPES SHALL BE MATCHED.
- NON-PENETRATING POK-HOLES IN ALL CONCRETE SECTIONS.
- USE FABRICATED STIMULATED RESIN REPAIRS BETWEEN SECTIONS OF MANHOLES.
- MAXIMUM DEPTH NOT TO EXCEED 1" MEASURED FROM MANHOLE TOP TO INSIDE BOTTOM.
- 6" PIP ELEVATION DROP AROUND MANHOLE.

FILE NAME:
SD.BWG
DETAIL:
S-6

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER STANDARD MANHOLE

REV. 12/18

[illegible]

RUBBER BOOT CONNECTION

INSIDE WALL

HYDRAULIC CEMENT OVER COUPLING AND WITHIN CORED OPENING

RUBBER BOOT MANHOLE COUPLING WITH STAINLESS STEEL STRAP

PRECAST JOINT CONNECTION

INSIDE WALL

OUTSIDE WALL

PRE-PRIMED JOINT SURFACE

PRE-PRIMED JOINT SURFACES

FARBERTITE-ETHYNATIC SEAL

INSTALL EZ-WRAP PLASTIC OR EQUAL AT ALL JOINTS (OF MINIMUM WIDTH)

NOTE:

1. NEW SANITARY FENDER MANHOLE CONNECTIONS SHALL UTILIZE IN-FIELD INSTALLATION OF RUBBER BOOT AND STRAP AND COVER WITH HYDRAULIC CEMENT.
2. EXISTING SANITARY SERIES MANHOLE CONNECTIONS SHALL UTILIZE A CASTING METHOD AND IN-FIELD INSTALLATION OF RUBBER BOOT AND STRAP AND COVER WITH HYDRAULIC CEMENT.

FILE NAME:
S10.DWG
DETAIL REF:
S-10

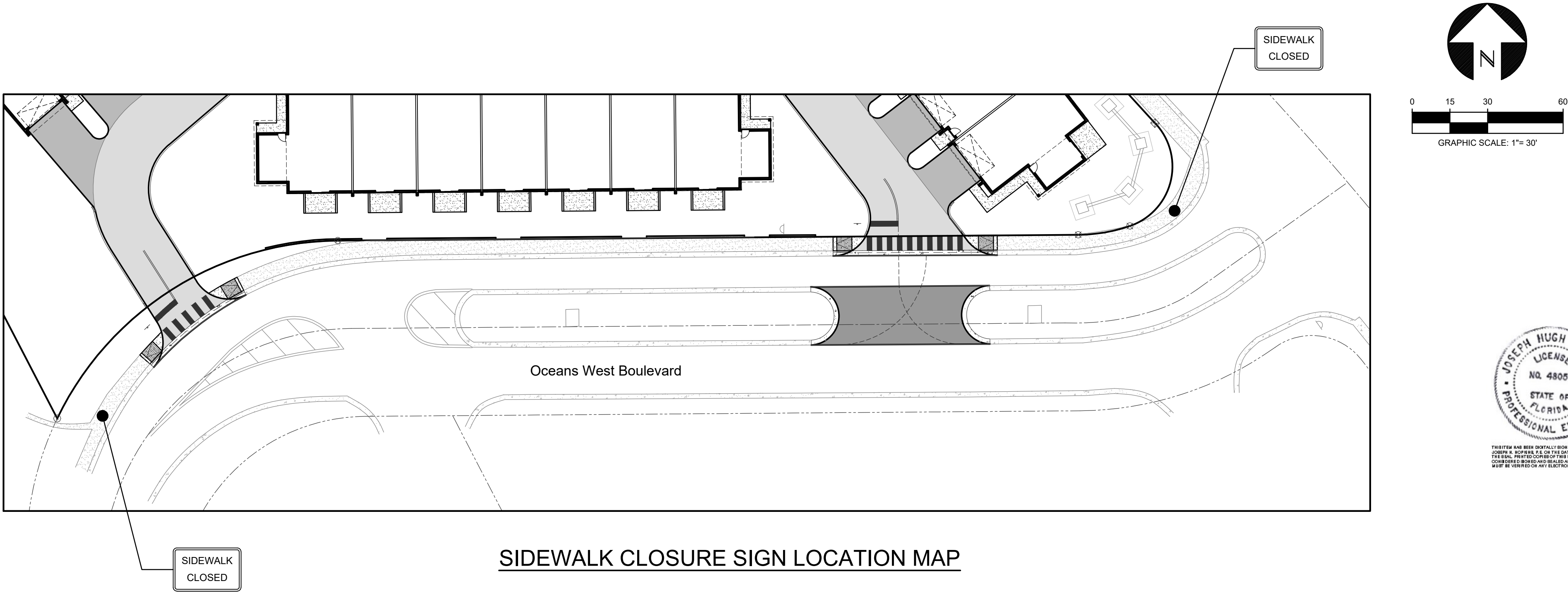
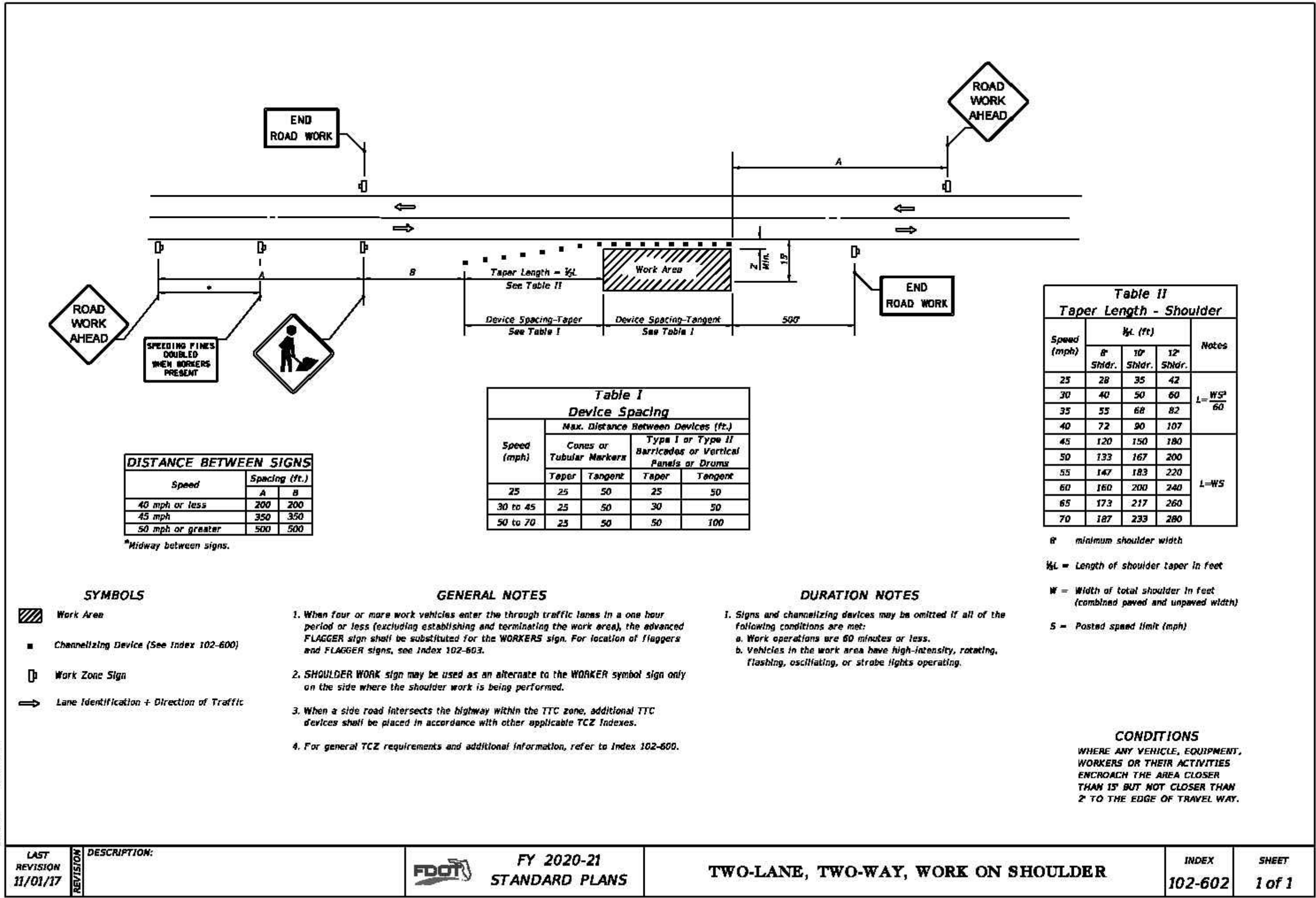
STANDARD CONSTRUCTION DETAIL
RUBBER BOOT AND PRECAST JOINT CONNECTION

REV. 12/18

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DN: C=US, O=Unaffiliated, OU=A01410C0000016D83FDF, 8F0000437F, CN=Joseph H Hopkins
Reason: I am the author of this document
Location: 100 Marina Point Dr.
Daytona Beach, FL 32114
Date: 2020.06.29 18:55:24
Foxit Reader PDF version: 9.7

FDOT MOT NOTES

1. FDOT MAINTENANCE PERMITS MANAGER SHALL BE NOTIFIED 48 HRS PRIOR TO ANY WORK WITHIN THEIR ROW AND/OR LANE CLOSURES. CONTACT JOHN HATFIELD @ (386) 943-5277.
2. EROSION CONTROL SHALL BE INSTALLED IF REQUIRED PRIOR TO ANY WORK PER INDEX 102 AND REMOVED AFTER CONSTRUCTION AND PRIOR TO FINAL INSPECTION.
3. MAINTENANCE OF VEHICULAR TRAFFIC FOR UTILITY WORK SHALL BE IN ACCORDANCE WITH THE GENERAL PROVISIONS OF INDEX 611.
4. MAINTENANCE OF VEHICULAR TRAFFIC FOR ACCESS CONNECTION SHALL BE IN ACCORDANCE WITH INDEX 612.
5. DRIVEWAY TURNOUTS, SIDEWALK CONSTRUCTION AND CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH INDEX 515, 310 AND 304 RESPECTIVELY.
6. MAINTENANCE OF PEDESTRIAN TRAFFIC FOR ALL WORK WITHIN THE ROW SHALL BE MAINTAINED AND IN ACCORDANCE WITH INDEX 660.



SIDEWALK CLOSURE SIGN LOCATION MAP

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
PHONE: (386) 258-1061 FAX: (386) 258-7121

MAINTENANCE OF TRAFFIC

OCEANS 25

NOT RELEASED FOR CONSTRUCTION

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DN: C=US, O=Unaffiliated, OU=A01410C0000016D83FDFA8F0000437F, CN=Joseph H Hopkins
Reason: I am the author of this document
Location: 100 Marina Point Dr. Daytona Beach, FL 32114
Date: 2020-06-29 18:09:56
Exit Path: PDF Version: 9.7.2



SCALE: AS NOTED
DESIGNED: JHH
DRAWN: KMP
DATE: 10/1/19
PROJECT NO.
894
894-SITE PLAN
SHEET C11 OF 11



Oceans 25 Townhomes

Building A from south



Oceans 25 Townhomes
Building B from east



Oceans 25 Townhomes
Building B from west

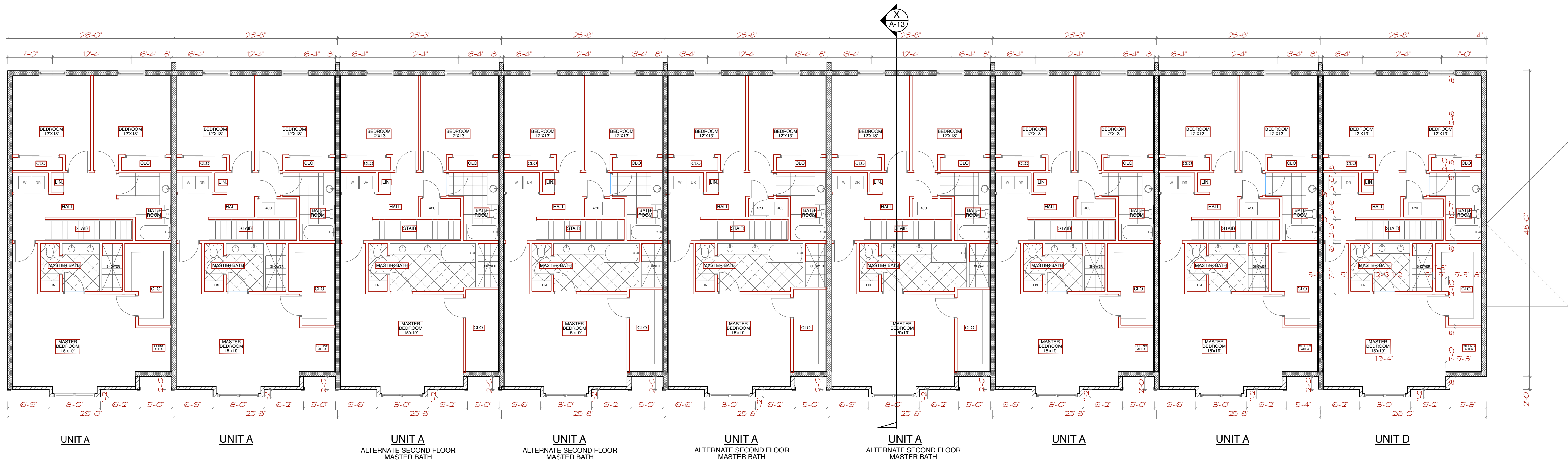


Oceans 25 Townhomes
Building C from north

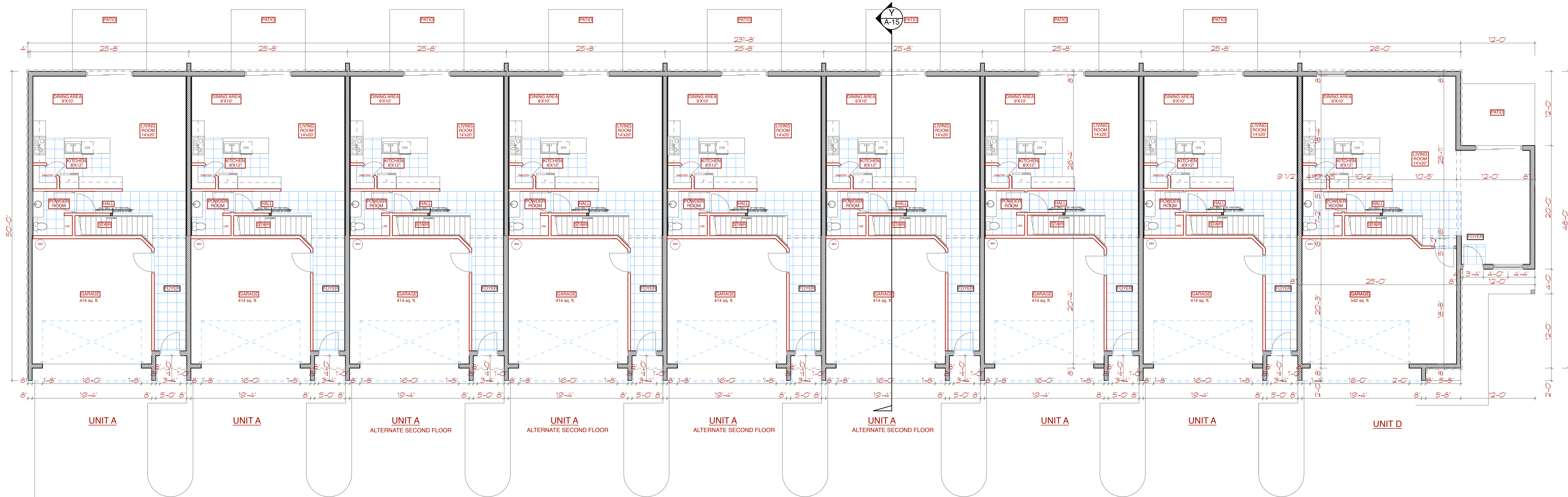


Oceans 25 Townhomes

Building C from south

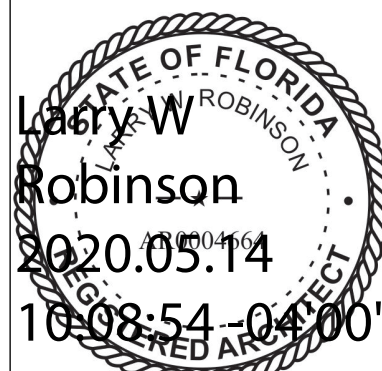


BUILDING A SECOND FLOOR PLAN 1/8" = 1'-0"



BUILDING A FIRST FLOOR PLAN 1/8" = 1'-0"
11,408 sq. ft. GROUND FLOOR AREA

REVISIONS	
DATE	DESCRIPTION



NOT VALID UNLESS SIGNED AND DATED

LARRY W. ROBINSON, P.A.
architect

414 north halifax avenue
daytona beach, florida 321
telephone: 386 - 252 - 0411
e mail: lwrarchitect@bellsouth.net

Proposed floor plans for

OCEANS 25 TOWNHOMES

Daytona Beach Shores, Florida

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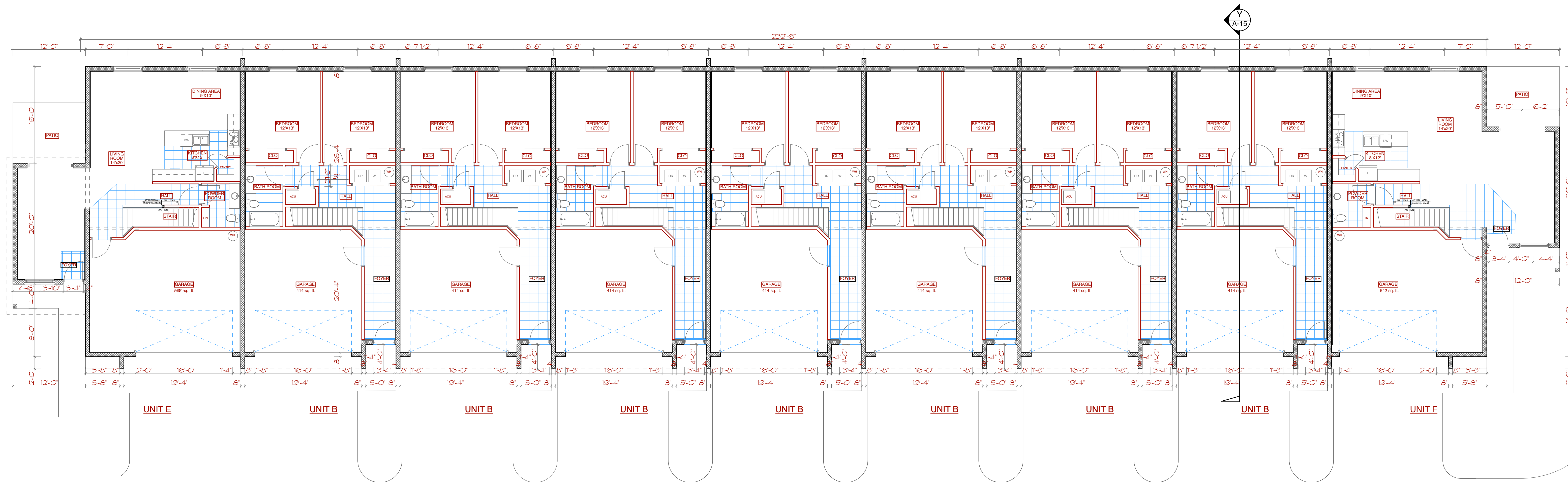
DATE	MAY 4, 2020
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SHEET	BUILDING A FLOOR PLANS

A-1

OF 25



BUILDING B SECOND FLOOR PLAN 1/8" = 1'-0"



BUILDING B FIRST FLOOR PLAN 1/8" = 1'-0"
11,689 sq. ft. GROUND FLOOR AREA

REVISIONS	
DATE	DESCRIPTION

LARRY W. ROBINSON
2020.05.14
09:24
04-000
REGISTERED ARCHITECT

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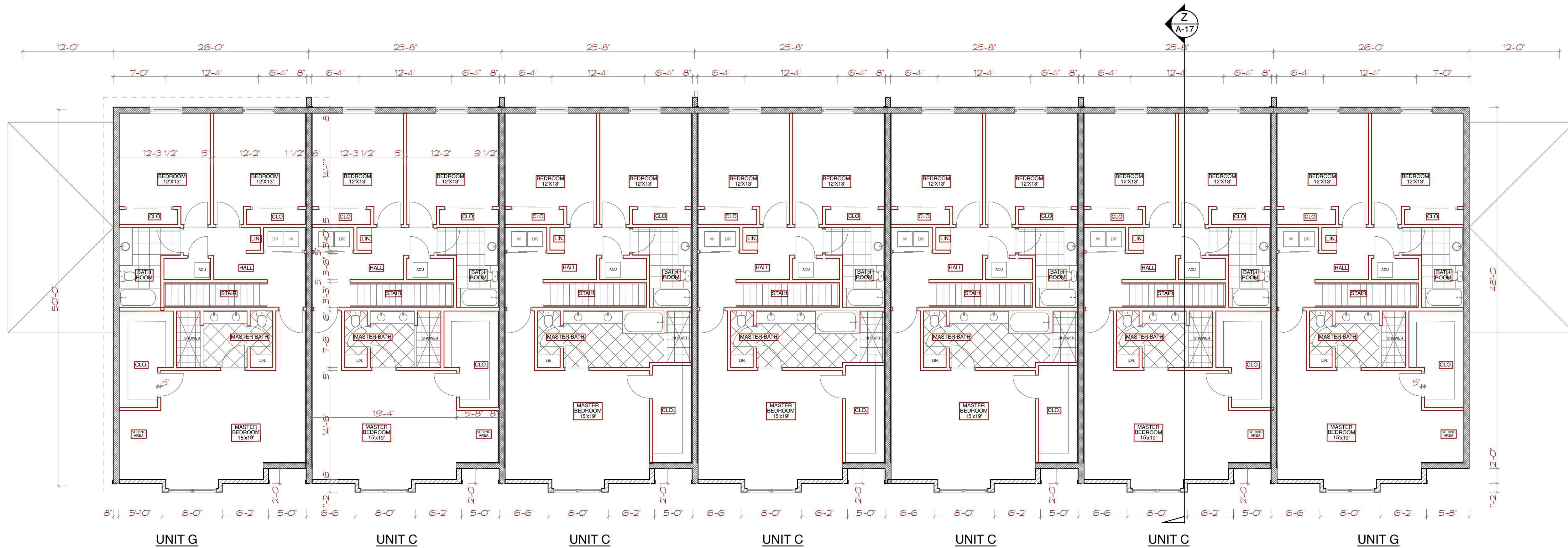
LARRY W. ROBINSON, P.A.
architect

414 north halifax avenue
daytona beach, florida 321
telephone: 386 - 252 - 0411
e mail: lwrarchitect@bellsouth.net

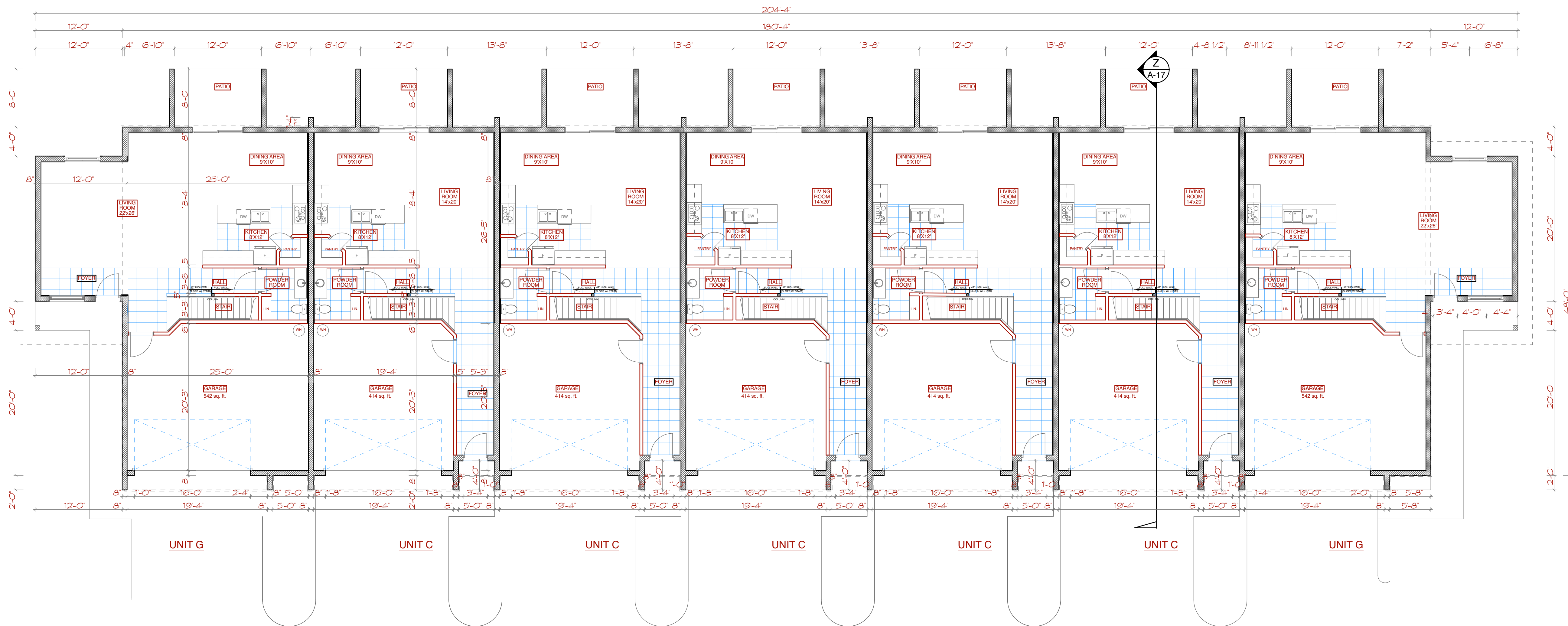
Proposed floor plans for
OCEANS 25 TOWNHOMES
Daytona Beach Shores, Florida

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DATE	MAY 4, 2020
COMM. NO.	
DRAWN BY	
SHEET	BUILDING B FLOOR PLANS
	A-2
OF	25



BUILDING C SECOND FLOOR PLAN 1/8" = 1'-0"



BUILDING C FIRST FLOOR PLAN 1/8" = 1'-0"
9,232 sq. ft. GROUND FLOOR AREA

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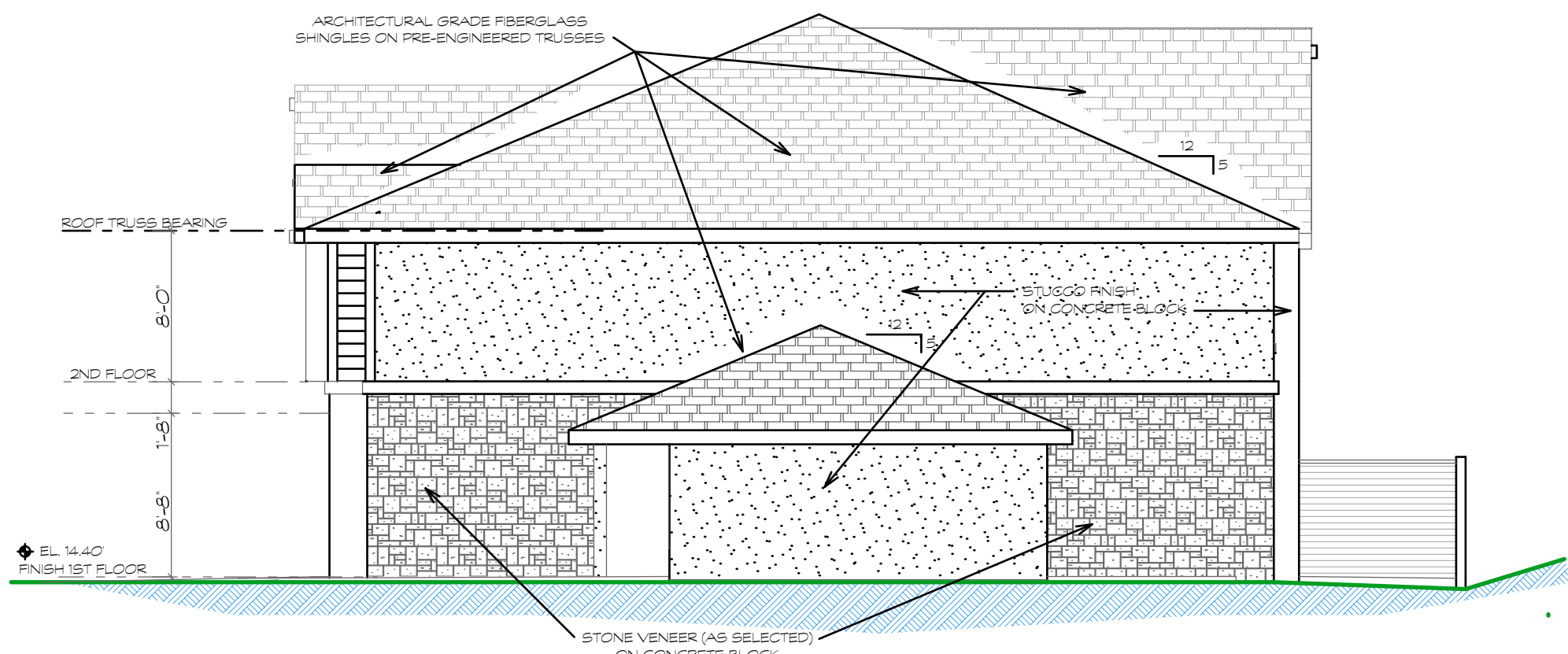
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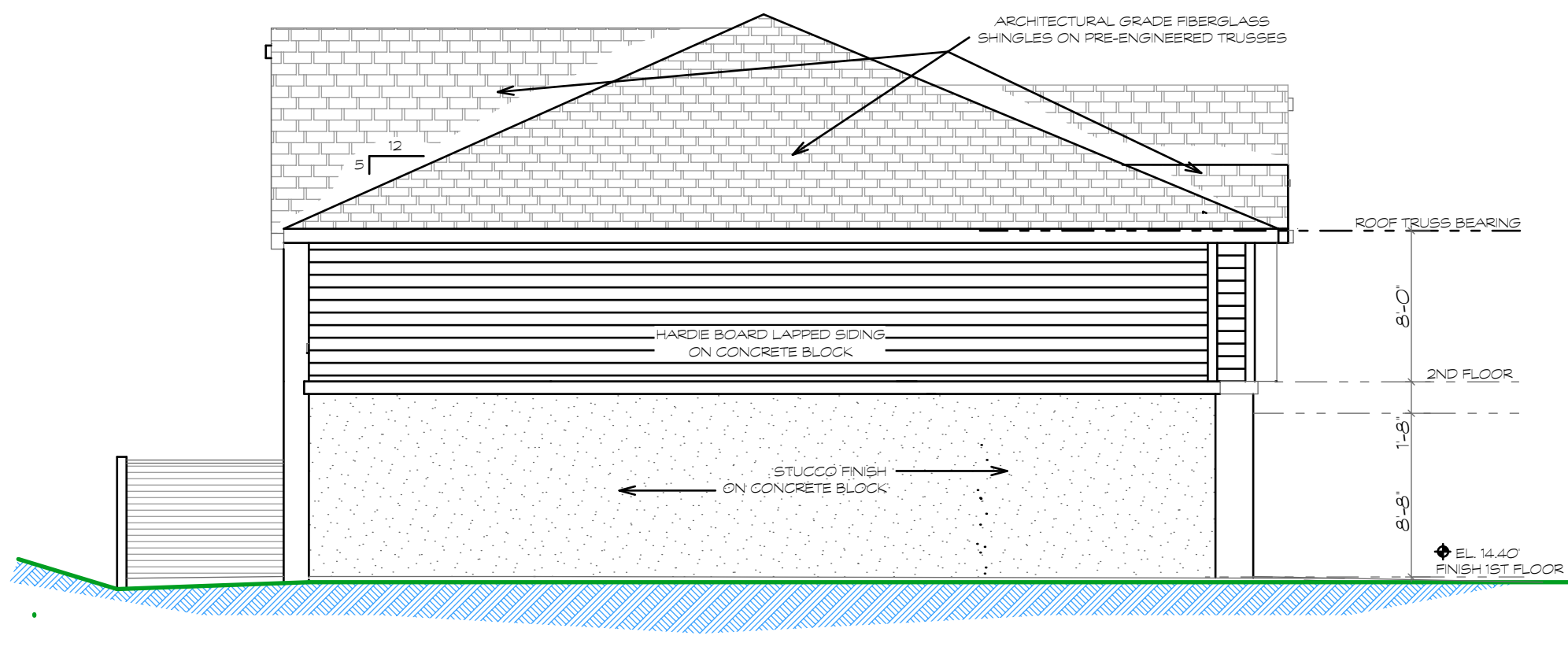
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BUILDING A SOUTH ELEVATION 1/8" = 1'-0"

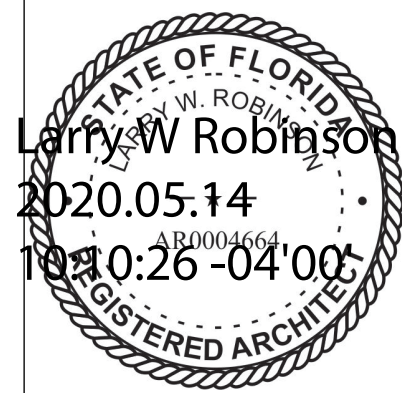


BUILDING A EAST ELEVATION 1/8" = 1'-0"



BUILDING A WEST ELEVATION 1/8" = 1'-0"

REVISIONS	
DATE	DESCRIPTION



NOT VALID UNLESS SIGNED AND DATED

LARRY W. ROBINSON, P.A.
architect

414 north halifax avenue
daytona beach, florida 321
telephone 385-252-04
e mail: lwrarchitect@bellsouth.net

Proposed floor plans for

OCEANS 25 TOWNHOMES

Florida

Daytona Beach Shores,

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SHEET

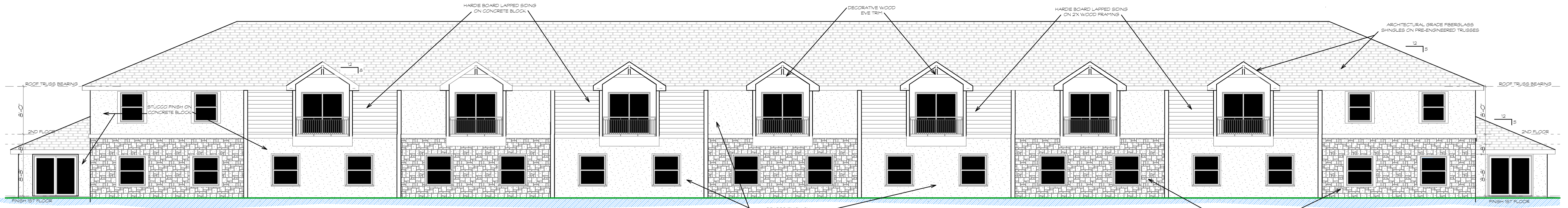
BUILDING A ELEVATIONS

A-4

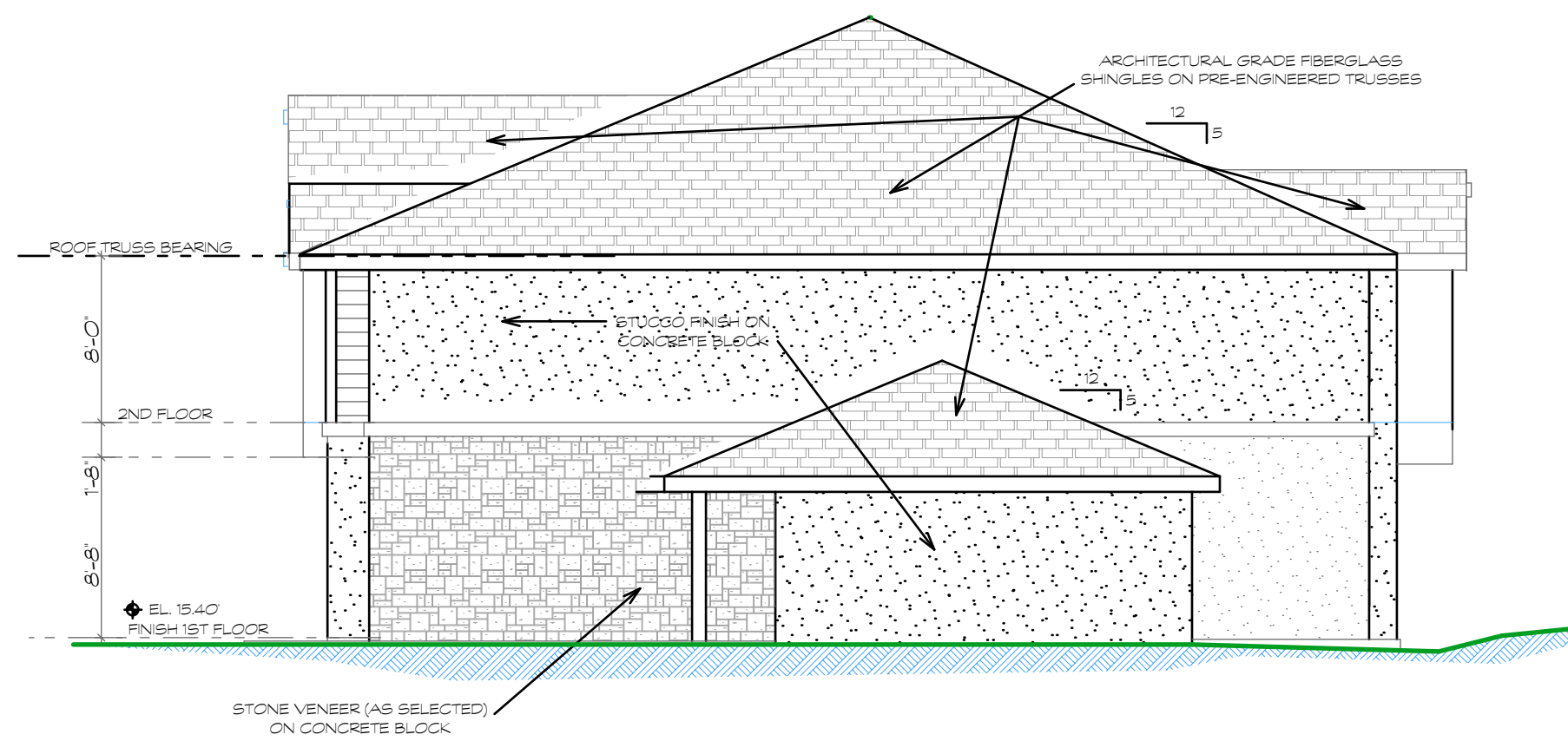
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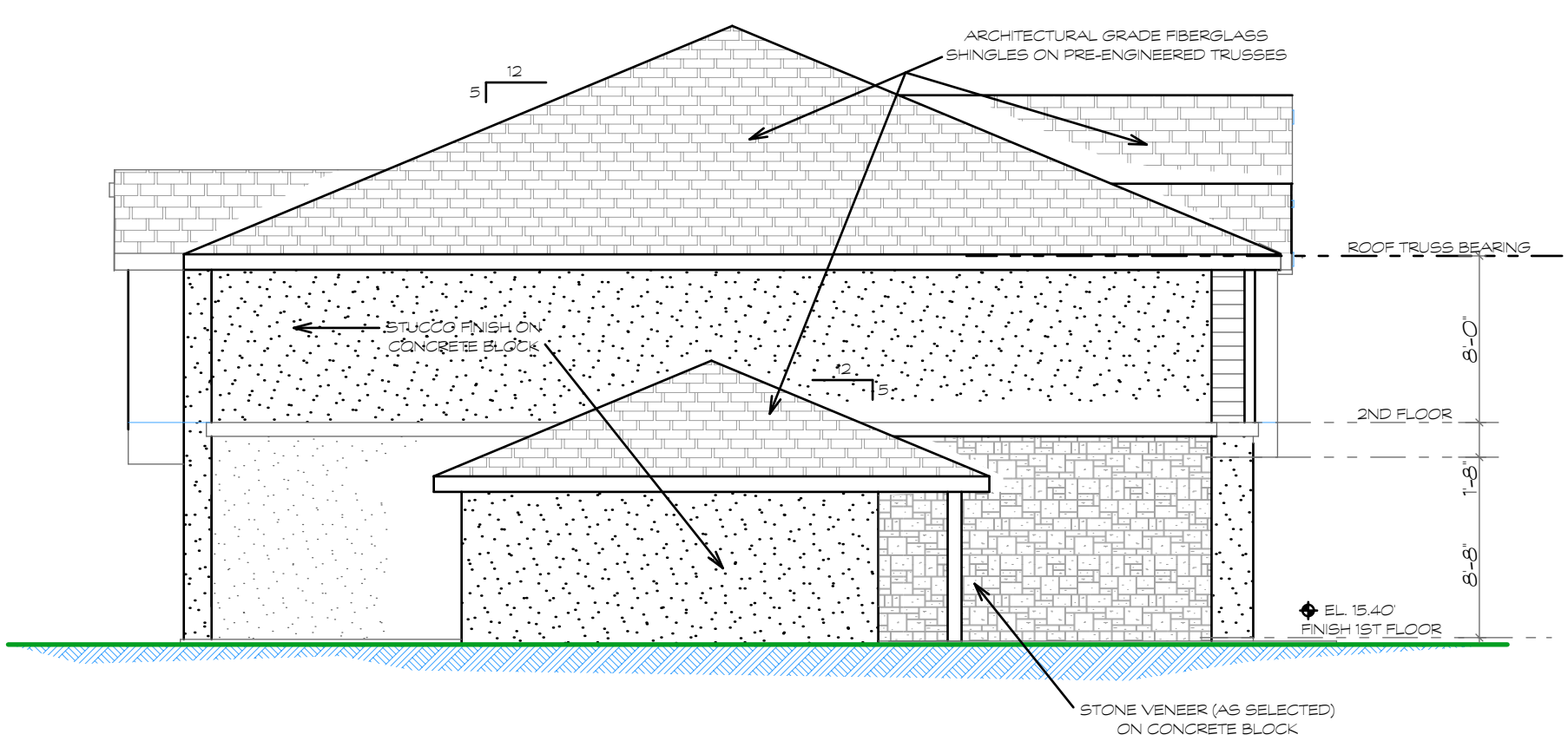
BUILDING B WEST ELEVATION 1/8" = 1'-0"



BUILDING B EAST ELEVATION 1/8" = 1'-0"



BUILDING B SOUTH END ELEVATION 1/8" = 1'-0"



BUILDING B NORTH END ELEVATION 1/8" = 1'-0"

REVISIONS	
DATE	DESCRIPTION

Larry W. Robinson
2020.05.14
10:40:56-0400

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LARRY W. ROBINSON, P.A.
architect
414 north halifax avenue
daytona beach, florida 321
telephone: 385-252-0400
e mail: lwrarchitect@bellsouth.net

Proposed floor plans for
OCEANS 25 TOWNHOMES
Florida
Daytona Beach Shores,

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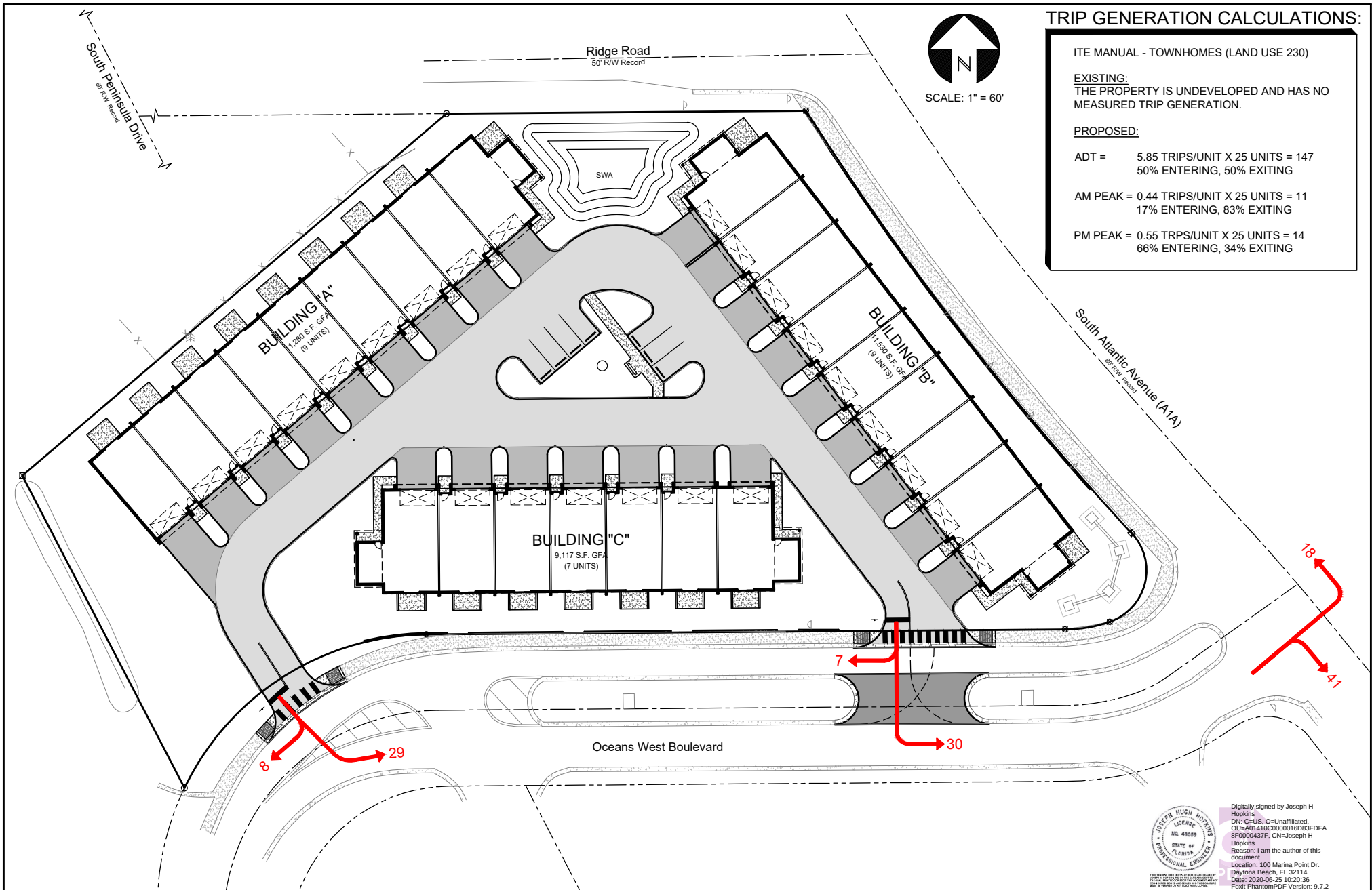
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SHEET

BUILDING B ELEVATIONS

A-5

OF 25

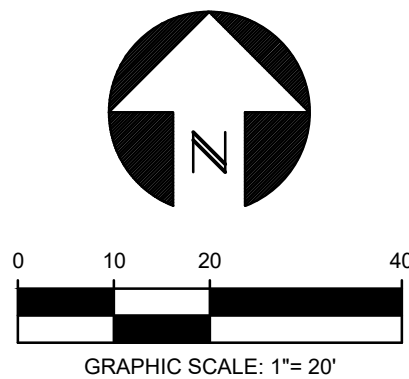


NO.	DATE	REVISION	TRANSPORTATION EXHIBIT		THE PERFORMANCE GROUP CIVIL ENGINEERING / PLANNING / DEVELOPMENT	
			PROJECT: OCEANS 25		SCALE: 1"=60'	
			FILE: 894-SITE PLAN		DATE: 6/24/20	

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Reason: I am the author of this document
Location: 100 Marina Point Dr. Daytona Beach, FL 32114
Date: 2020.06.25 10:20:36
Foxit PhantomPDF Version: 9.7.2



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

Page 143 of 311

Prepared by:

Jeffrey P. Brock, Esquire
Smith Bigman Brock, P.A.
444 Seabreeze Blvd.
Suite 900
Daytona Beach, Florida 32118

Return To:

Ms. Cheri Schwab
City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Tax Parcel Identification Number: 532706040020 (Altkey: 5085317).

**OCEANS 25, LLC/CITY OF DAYTONA BEACH SHORES
DEVELOPMENT AGREEMENT
PROPERTY PERTAINING TO 2900 SOUTH ATLANTIC AVENUE**

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between Oceans 25, LLC, a Florida limited liability company, registered and authorized to conduct business in the State of Florida, whose principal address is 1757 North Nova Road, #108G, Holly Hill, Florida 32117 and whose mailing address is Post Office Box 227, Daytona Beach, Florida 32115, to be legal and equitable owner (under a separate purchase and sale agreement between the parties), hereinafter referred to as the "PROPERTY OWNER", and the City of Daytona Beach Shores, Florida, a municipal corporation of the State of Florida, holding tax exempt status, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the PROPERTY OWNER is the future owner of real property located at 2900 South Atlantic Avenue in Daytona Beach Shores (Exhibit "A") (referred to from time-to-time as the "premises" in this Development Agreement and which is the subject of the conceptual site plan referenced herein and attached as Exhibit "B" to this Development Agreement) and, further, which property is currently owned by the CITY; and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in developing a high quality residential development to benefit the economy and well-being of the CITY as a general matter; and

WHEREAS, the CITY desires to provide economic and other benefits to the citizens of the CITY in order that they may continue to enjoy a high quality of life within a well-planned community; and

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

and general welfare; and

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

WHEREAS, the lack of certainty in the approval of development can result in a waste of economic and land resources; discourage sound capital improvement planning and financing; escalate the cost of housing and development; and discourage commitment to comprehensive planning and the CITY and the PROPERTY OWNER desire to engage in sound and long range planning with regard to the premises in a manner that protects the investment backed expectations and rights of the PROPERTY OWNER while providing for an array of benefits to the citizens of the CITY; and

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

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

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

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

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

WHEREAS, the City Council of the CITY has enacted a series of economic incentive programs which programs are summarized as follows:

A. LAND PURCHASE ECONOMIC DEVELOPMENT PROGRAM:

To encourage the renovation, development, redevelopment and productive use of lands and buildings within the City, the City Council may enter development agreements, which may relate to either City-owned or non-City-owned real property and provide the purchaser of the land with a grant of up to a 10% of the purchase price to allow the purchaser to use the funds to assist in the development of the real property or in order to assist in the build out of the property in a high quality plan of development.

B. ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM:

This Program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to new businesses within the City over a 3 year period of time in order to assist selected businesses to commence economic activity and remain a going concern. Leases may be subsidized up to 30% for the first year of the lease, up to 20% for the second year of the lease, and up to 10% for the third year of the lease: Existing businesses which desire to relocate to a larger space in the City which relocation will result in enhanced business operations or employment and businesses which extend a lease for a longer term of at least 3 years when the extension will result in enhanced business operations or employment shall also be eligible for the same benefits. The total amount of this incentive may not exceed \$20,000.00.

C. ALTERNATIVE GRANT PROGRAM:

In the event that an owner of real property has engaged in or entered a business relationship in a manner which the City determines is not conducive to a lease subsidy being granted by the City, the City may enter grant agreements with such applicants such as, by way of example, facade or beautification grant agreements; provided that the City is attaining substantially or more of the same economic and other benefits that are substantially the same or greater than that the City would enjoy under a lease subsidy award. Such grants may be awarded under conditions that address the unique nature of the business arrangement within which context the real property is held or the business operated. The total amount of the grant under an agreement may not exceed \$20,000.00.

D. BUSINESS LOYALTY PROGRAM:

The owner of an eligible business may receive a reimbursement of part of its certificate of use fee and a reduction in its local business tax for a period of time.

E. ALTERNATIVE TAX RELIEF PROGRAM:

The owner of real property may receive a negotiated amount of refunds of City fees and ad valorem taxes for a negotiated period of time.

; and

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

WHEREAS, Section 166.021(8),) *Florida Statutes*, with particular emphasis on the **emphasized text**, provides as follows:

(8) (a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and

stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

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

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

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

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

the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

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

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

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

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

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

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

; and

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

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

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

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

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

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

SECTION 1. RECITALS/FINDINGS.

(a). The recitals, set forth above, are true and correct and form a material part of this Development Agreement upon which the parties have relied.

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

SECTION 2. PREMISES.

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

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

(b). The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER as the contract purchaser of the CITY-owned property.

SECTION 3. SITE , ELEVATIONS, LANDSCAPINB PLANS FOR DEVELOPMENT.

The attached conceptual site plan for development of the premises (Exhibit “B”); elevations plans (Exhibit C) and conceptual landscaping plans (Exhibit D) are hereby approved by the terms and conditions of this Development Agreement.

SECTION 4. TERMS AND CONDITIONS RELATIVE TO THE

PREMISES.

(a). In addition to all other covenants, obligations, duties and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises in accordance with the conceptual site plan for development of the premises (Exhibit "B").

(b). The development uses, including parking, driveways and landscaping, as set forth on the conceptual site plan approved in Section 3 and attached as Exhibit "B" comply with the criteria for development in the applicable provisions in the land development regulations of the CITY applicable to this development project on the premises or as modified in this Development Agreement.

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

(d). The public purposes and benefits that are derived and provided by the development of the premises as set forth in this Development Agreement include the enhancement of the City's ad valorem tax base by placing tax exempt property into economic use. Further, sale of City-owned real property shall provide necessary funding for the economic development programs of the City. Moreover, the increased residents of the CITY resulting from the economic activity and residential development set forth in this Development Agreement shall assist in the development of the critical population and resident mass that will act as a catalyst for future successful economic activity and development within the CITY.

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

(f). The deviations as set forth below for the proposed development of

the premises in accordance with Exhibit "B" have been granted by the CITY with regard to the provisions of the CITY's land development regulations and the City agrees to the development of the premises associated with the plan of development set forth in this Development Agreement.

- (i) Front Yard Setback of 15 ft. on S. Atlantic Avenue and Oceans West Boulevard and 10 feet on Ridge Road (vs 30 feet required by CITY's land development regulations).
- (ii) No commercial component to the proposed residential use (vs. MXD (Mixed Use District) requiring a commercial component).
- (iii) No loading zone (vs. 40ft x 12 ft. loading zone required by CITY land development regulations)

(g). Notwithstanding the plan of development set forth in the conceptual site plan for development of the premises (Exhibit "B"), the maximum number of townhomes that may be constructed on the premises shall be 25.

(h). The maximum number of townhomes (25) shall be implemented as a deed restriction and a covenant that runs with and burdens the premises and the use as townhome development shall also be a limiting deed restriction that shall be implemented during the course of the closing of the purchase and sale transaction.

(i). The parties recognize that it is the intent of the PROPERTY OWNER to obtain the final certificate of occupancy for the development project contemplated under this Development Agreement no later than 9 months following the Closing of the purchase and sale of the premises.

(j). Prior to the issuance of the first certificate of occupancy the PROPERTY OWNER shall have established in accordance with controlling law, as to the reasonable satisfaction of the CITY, a mandatory homeowners association to manage and maintain common areas and matters of a similar nature.

(k) Notwithstanding the setbacks set forth above, ancillary improvements to the townhomes may encroach into the building setback areas. Ancillary improvements shall include roof overhangs, balconies, patios, porches, fences, walls, landscaping, irrigation, and utilities.

SECTION 5. ECONOMIC DEVELOPMENT INCENTIVES AND PROPERTY OWNER CONTRIBUTIONS.

(a). The CITY has agreed to sell the premises, which is currently CITY-owned property for a sum substantially less than the appraised value of the property under the provisions of the purchase and sale agreement.

(b). The parties acknowledge that there are sewer utility facilities located on the premises (a force main, etc.) and the costs for such work shall be borne by the CITY, but shall be made a part of the PROPERTY OWNER's program of development. The payment shall be made from funds from the Closing which occurs from the purchase and sale of the premises. The sum of \$100,000.00 shall be deposited by the City with the Closing Agent at closing be held by the Closing Agent, acting as Escrow Agent (said sum representing the estimated costs of utility relocation plus a 10% contingency amount). Upon work being accomplished, the PROPERTY OWNER shall receive draws from the withheld amount to pay for contractor charges to accomplish the utility relocation. The stated sum shall be a not-to-exceed amount payable for the work by the CITY. Any balance remaining in escrow upon the completion of the relocation shall be delivered by escrow agent to the City.

(c). With regard to benefits paid by the CITY to the PROPERTY OWNER under the CITY's economic development incentive programs, the CITY agrees as follows: The PROPERTY OWNER will receive a 10% reimbursement of \$80,100.00 for the purchase of the subject CITY-owned property at the issuance of a certificate of occupancy for the 25th townhome certificate of occupancy as contemplated under the plan of development authorized under this Development Agreement so long such 25th townhome certificate of occupancy is issued within two (2) years from the date of Closing of the purchase and sale of the premises by the Owner from the City.

(d) The PROPERTY OWNER shall grant to the CITY at no cost a underground utility and access easement over all water and sewer facilities located on the premises.

SECTION 6. REASONABLE APPROVAL.

In those instances in this Development Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. The City shall waive all City impact fees, application fees, and review fees for the development of the premises and shall expedite all review.

SECTION 7. REMEDIES.

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

SECTION 8. TIME IS OF THE ESSENCE.

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

SECTION 9. HEADINGS/CAPTIONS.

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

SECTION 10. FORCE MAJEURE.

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

SECTION 11. DEVELOPMENT AGREEMENT BINDING; RUNS WITH THE LAND.

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

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

SECTION 12. EXHIBITS.

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

Exhibit A - Survey and Legal Description of the Premises
Exhibit B - Conceptual Development Plan
Exhibit C - Elevations
Exhibit D - Landscaping Plan

SECTION 13. PUBLIC RECORDS.

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

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

SECTION 14. EQUAL OPPORTUNITY.

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

SECTION 15. CONFLICT OF INTEREST.

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

SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining

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

SECTION 17. NOTICES.

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

For the CITY:

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

For the PROPERTY OWNER:

Oceans 25, LLC
Attn.: Patrick E. Sullivan
1757 North Nova Road
#108G
Holly Hill, Florida 32117

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

SECTION 18. INTERPRETATION; APPLICABLE LAW; VENUE.

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

over the generality of the foregoing. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 19. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

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

SECTION 20. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

- (a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.
- (b) If the City Council of the CITY finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Council upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.
- (c) A substantial modification of this Development Agreement shall require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", Land Development Code, Code of Ordinances of the City of Daytona Beach Shores. This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", *Land Development Code, Code of Ordinances of the City of Daytona Beach Shores*. Substantial modification shall mean any modification that is inconsistent

SECTION 23. SEVERABILITY.

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

SECTION 24. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

- (a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.
- (b) This Development Agreement shall be in effect for a period of twenty-four (24) months, but may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the CITY has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein.
- (c) Prior to the completion of the project and at the issuance of a certificate of occupancy by the CITY, the CITY may review this Development Agreement as well as at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

SECTION 25. COUNTERPARTS.

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

SIGNATURE PAGES FOLLOW:

with the substantial compliance definition contained in Sec. 202 of the City's LDC.

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

SECTION 21. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

- (a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.
- (b) This Development Agreement is transferable. However, so long as the land or structure or any portion thereof covered under this Development Agreement continues to be used for the purposes for which it was issued, then no person (including successors and assigns of the person(s) or entity(ies) who obtained this Development Agreement or land which is the subject of this Development Agreement) may make use of the land except in accordance with the conditions and requirements of this Development Agreement. The provisions of this Development Agreement run with and burden the real property to which it relates until release or amended in accordance with formal action of the CITY.

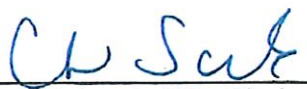
SECTION 22. ATTORNEYS FEES AND COSTS.

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

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

Attest:

CITY OF DAYTONA BEACH SHORES


Cheri Schwab, City Clerk


Nancy J. Miller, Mayor
Date: 3/27/2020


Michael T. Booker, City Manager

Approved as to form:


Raymond J. Branch, City Attorney

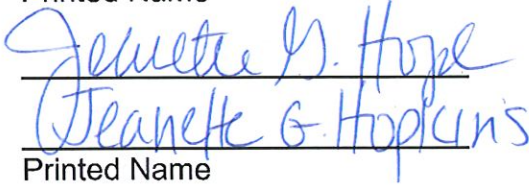
ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:



Joseph H. Hopkins

Printed Name



Printed Name

OCEANS 25, LLC, a Florida limited liability company

By: 

Patrick E. Sullivan
Manager

Acknowledgment

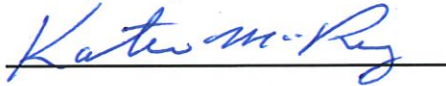
State of Florida)

County of Volusia)

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

Witness my hand and official seal in the County and State last aforesaid this 30th day of MARCH, 2020.

(Affix Notary Seal)



Notary Public, State of Florida

Print name: KATHLEEN M. PERRY

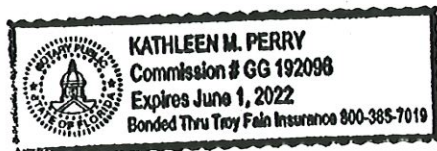




Exhibit A

{Legal Description and Boundary Survey}

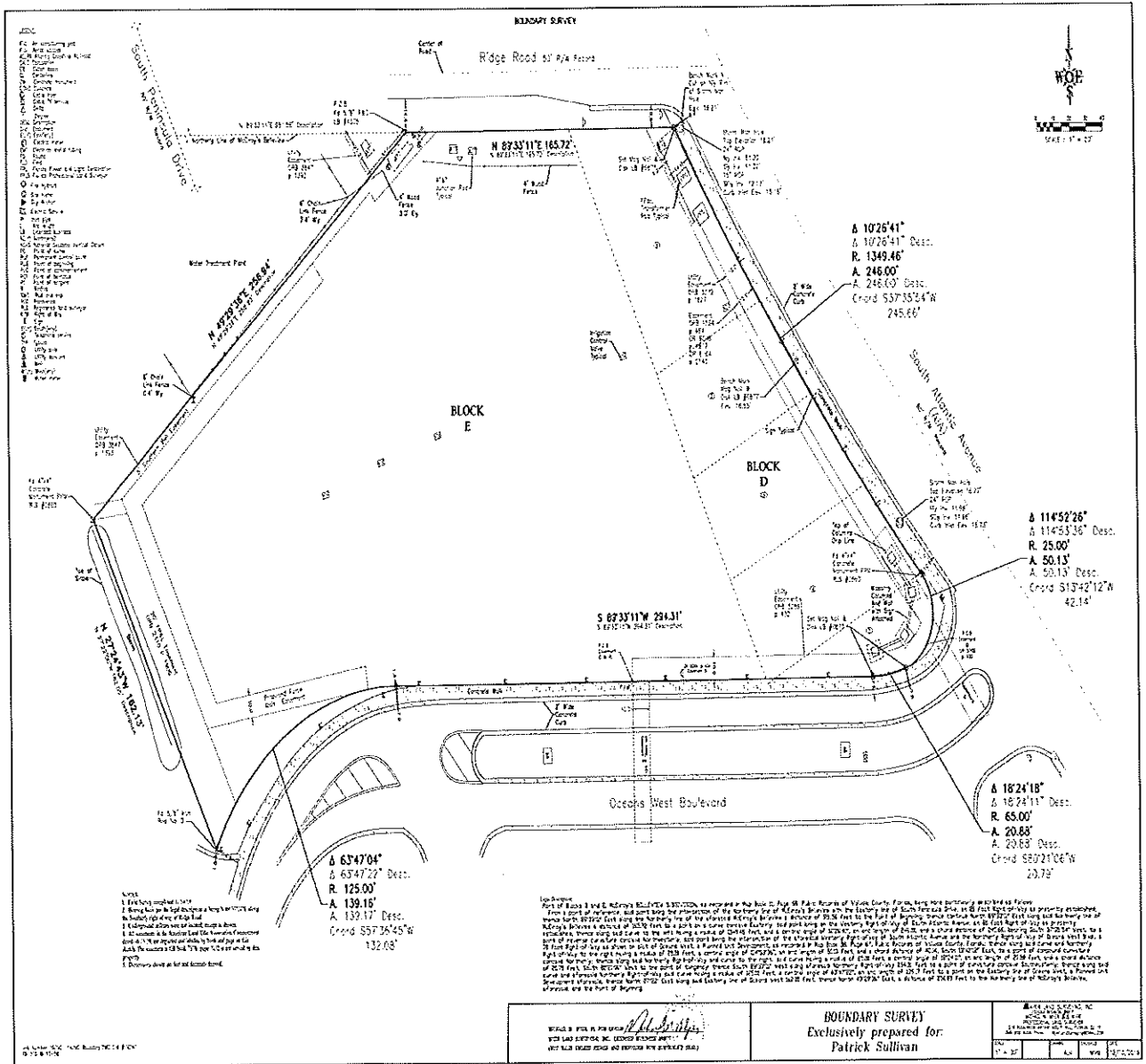


Exhibit B
{conceptual plan}

PART OF BLOCKS D AND E, MCELROYS BELLEVUE SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF MCELROYS BELLEVUE WITH THE EASTERLY LINE OF SOUTH PENINSULA DRIVE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 89°33'11" EAST ALONG THE NORTHERLY LINE OF THE AFORESAID MCELROYS BELLEVUE A DISTANCE OF 951.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROYS BELLEVUE A DISTANCE OF 165.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1349.46 FEET, AND A CENTRAL ANGLE OF 10°26'41", AN ARC LENGTH OF 246.00 FEET, AND A CHORD DISTANCE OF 245.66 FEET, BEARING SOUTH 37°35'54" WEST, TO A POINT OF REVERSE CURVATURE CONCAVE NORTHWESTERLY; SAID POINT BEING THE INTERSECTION OF THE AFORESAID WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE AND THE NORTHERLY RIGHT-OF-WAY OF OCEANS WEST BLVD., A 70 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT; AS RECORDED IN MAP BOOK 38, PAGE 67, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 114°53'36", AN ARC LENGTH OF 50.13 FEET, AND A CHORD DISTANCE OF 42.14 FEET, SOUTH 13°42'12" EAST, TO A POINT OF COMPOUND CURVATURE CONCAVE NORTHERLY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 18°24'11", AN ARC LENGTH OF 20.88 FEET, AND A CHORD DISTANCE OF 20.79 FEET, SOUTH 80°21'06" WEST TO THE POINT OF TANGENCY; THENCE SOUTH 89°33'11" WEST ALONG AFORESAID NORTHERLY RIGHT-OF-WAY 294.31 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE AND AFORESAID NORTHERLY RIGHT-OF-WAY SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 63°47'22", AN ARC LENGTH OF 139.17 FEET TO A POINT ON THE EASTERLY LINE OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT AFORESAID; THENCE NORTH 27°22'EAST ALONG SAID EASTERLY LINE OF OCEANS WEST 162.05 FEET, THENCE NORTH 49°29'36" EAST, A DISTANCE OF 256.83 FEET TO THE NORTHERLY LINE OF MCELROYS BELLEVUE, AFORESAID, AND THE POINT OF BEGINNING.

CONTAINS 2.13 ACRES MORE OR LESS.

EXHIBIT A - LEGAL DESCRIPTION

PROJECT: OCEANS 25

SCALE: NONE

FILE: 894-BASE 4

DATE: 12/18/19

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT

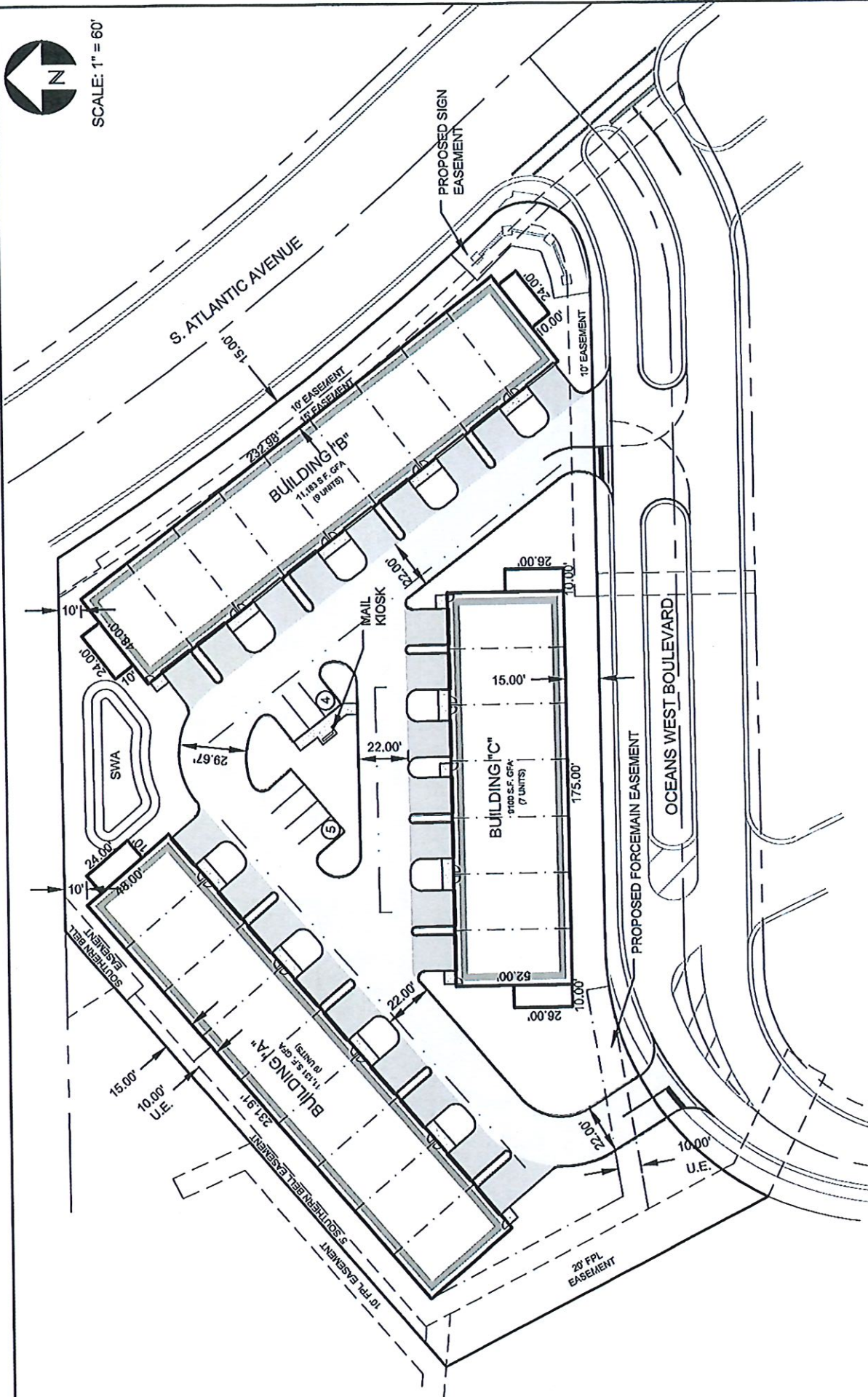


JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

Exhibit B
{conceptual plan}



SCALE: 1" = 60'



THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

EXHIBIT B - OVERALL DEVELOPMENT PLAN

NO.	DATE	REVISION

SCALE: 1"=60'

DATE: 12/18/19

PROJECT: OCEANS 25

FILE: 894-BASE 4

Exhibit C
{Elevations}



BUILDING B FRONT ELEVATION



THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

EXHIBIT C - ELEVATIONS		SCALE: NONE	
PROJECT: OCEANS 25		DATE: 12/18/19	
FILE: 894-BASE 4			
NO.	DATE	REVISION	

Exhibit D
{Conceptual Landscaping Plan}

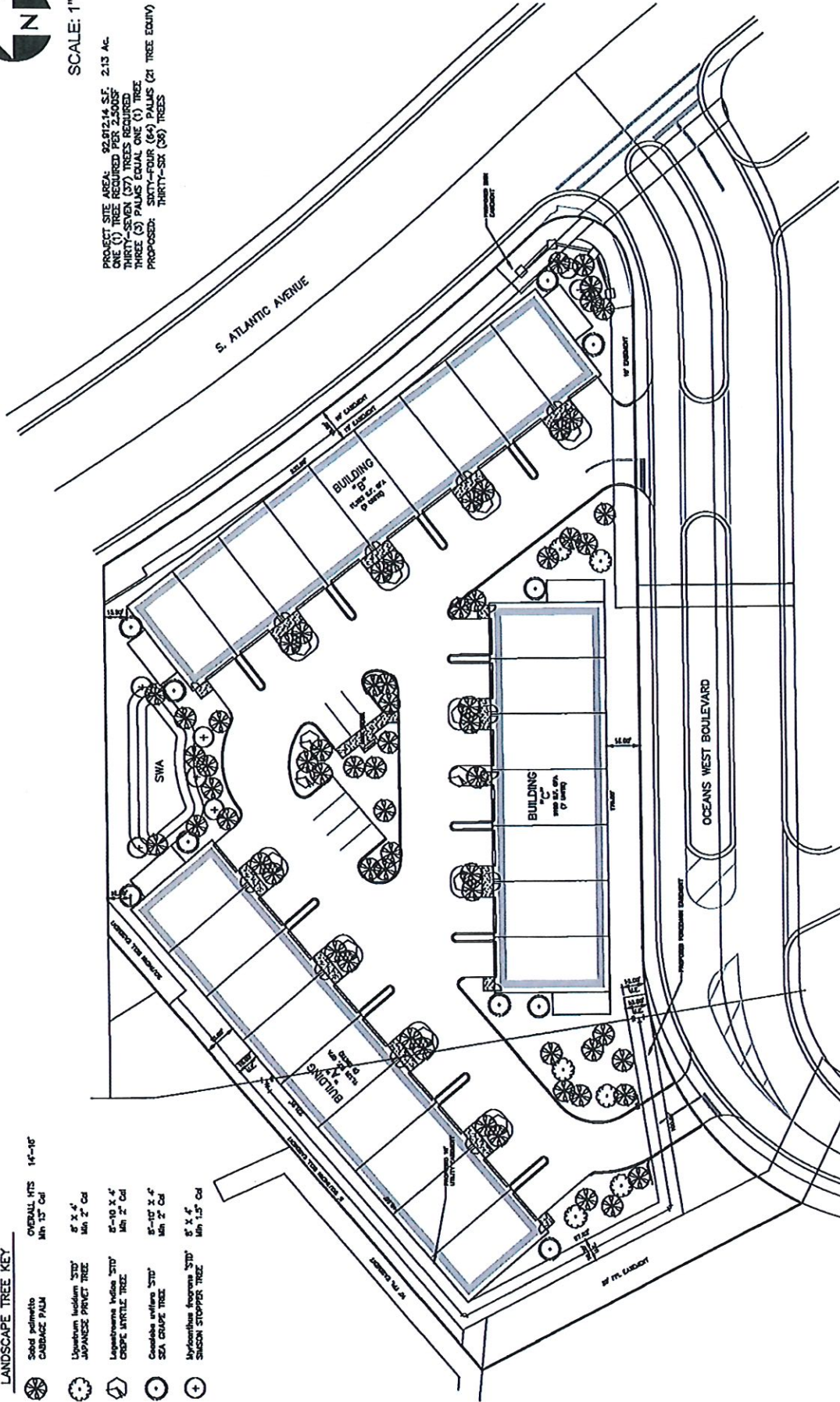


SCALE: 1" = 60'

PROJECT SITE AREA: 20,912.14 S.F.
2.13 AC.
TWO (2) TREES REQUIRED PER LOT
TWO (2) STAGNA (27) TREES REQUIRED
THREE (3) PALMS EQUAL ONE (1) TREE
PROPOSED: SIXTY-FOUR (64) PALMS (24 TREE EQUIV)
THIRTY-SIX (36) TREES

LANDSCAPE TREE KEY

- | | | |
|--|--------------------------|--------------|
| | Solid palm tree | 14'-16' |
| | CABBAGE PALM | Min 15' Cal |
| | Livistonia lucidum 'STD' | 8' x 4' |
| | JAPANESE PRIVET TREE | Min 2' Cal |
| | Livistonia lucidum 'STD' | 8'-10' x 4' |
| | CRESTED TURTLE TREE | Min 2' Cal |
| | Casahuate tree 'STD' | 8'-10' x 4' |
| | SEA GRAPE TREE | Min 2' Cal |
| | Myrsine tree 'STD' | 8' x 4' |
| | SHANNON STOPPER TREE | Min 1.5' Cal |



THE STERN DESIGN GROUP, P.A.
Landscape Architects Land Planners

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

EXHIBIT D - LANDSCAPING

NO.	DATE	REVISION

SCALE: 1"=60'

DATE: 12/18/19

PROJECT: OCEANS 25

FILE: 894-BASE 4

PART OF BLOCKS D AND E, MCELROYS BELLEVIEW SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF MCELROYS BELLEVIEW WITH THE EASTERLY LINE OF SOUTH PENINSULA DRIVE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 89°33'11" EAST ALONG THE NORTHERLY LINE OF THE AFORESAID MCELROYS BELLEVIEW A DISTANCE OF 951.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROYS BELLEVIEW A DISTANCE OF 165.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1349.46 FEET, AND A CENTRAL ANGLE OF 10°26'41", AN ARC LENGTH OF 246.00 FEET, AND A CHORD DISTANCE OF 245.66 FEET, BEARING SOUTH 37°35'54" WEST, TO A POINT OF REVERSE CURVATURE CONCAVE NORTHWESTERLY; SAID POINT BEING THE INTERSECTION OF THE AFORESAID WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE AND THE NORTHERLY RIGHT-OF-WAY OF OCEANS WEST BLVD., A 70 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT; AS RECORDED IN MAP BOOK 38, PAGE 67, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 114°53'36", AN ARC LENGTH OF 50.13 FEET, AND A CHORD DISTANCE OF 42.14 FEET, SOUTH 13°42'12" EAST, TO A POINT OF COMPOUND CURVATURE CONCAVE NORTHERLY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 18°24'11", AN ARC LENGTH OF 20.88 FEET, AND A CHORD DISTANCE OF 20.79 FEET, SOUTH 80°21'06" WEST TO THE POINT OF TANGENCY; THENCE SOUTH 89°33'11" WEST ALONG AFORESAID NORTHERLY RIGHT-OF-WAY 294.31 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE AND AFORESAID NORTHERLY RIGHT-OF-WAY SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 63°47'22", AN ARC LENGTH OF 139.17 FEET TO A POINT ON THE EASTERLY LINE OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT AFORESAID; THENCE NORTH 27°22'EAST ALONG SAID EASTERLY LINE OF OCEANS WEST 162.05 FEET, THENCE NORTH 49°29'36" EAST, A DISTANCE OF 256.83 FEET TO THE NORTHERLY LINE OF MCELROYS BELLEVIEW, AFORESAID, AND THE POINT OF BEGINNING.

CONTAINS 2.13 ACRES MORE OR LESS.

EXHIBIT A - LEGAL DESCRIPTION

PROJECT: OCEANS 25

SCALE: NONE

FILE: 894-BASE 4

DATE: 12/18/19

THE PERFORMANCE GROUP

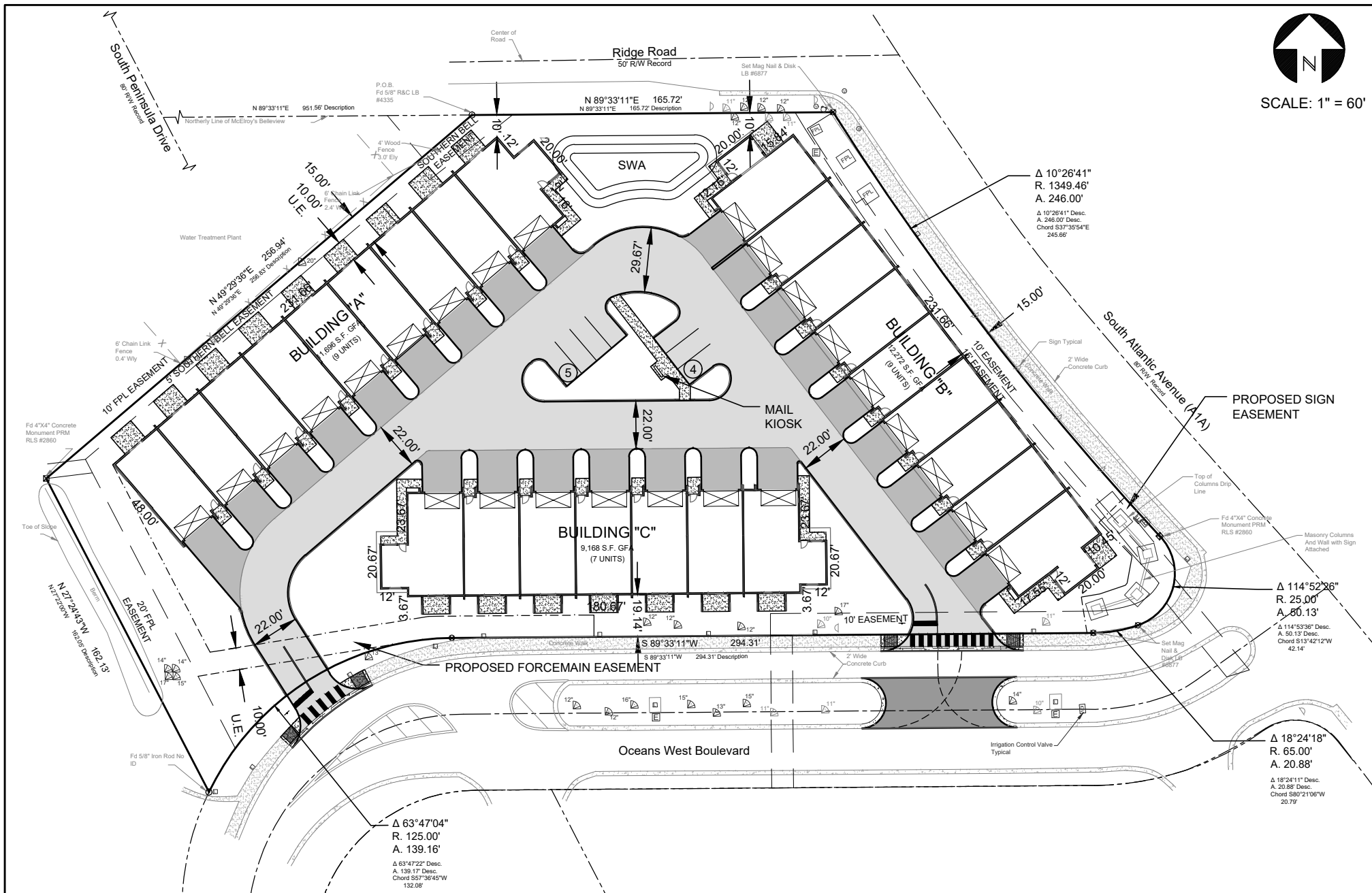
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



SCALE: 1" = 60'



NO.	DATE	REVISION

EXHIBIT B - OVERALL DEVELOPMENT PLAN

PROJECT: OCEANS 25

FILE: 894-BASE 4

SCALE: 1"=60'

DATE: 12/18/19; 2/17/20

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



NO.	DATE	REVISION

EXHIBIT C - SAMPLE ELEVATION

PROJECT: OCEANS 25

FILE: 894-BASE 4

SCALE: NONE

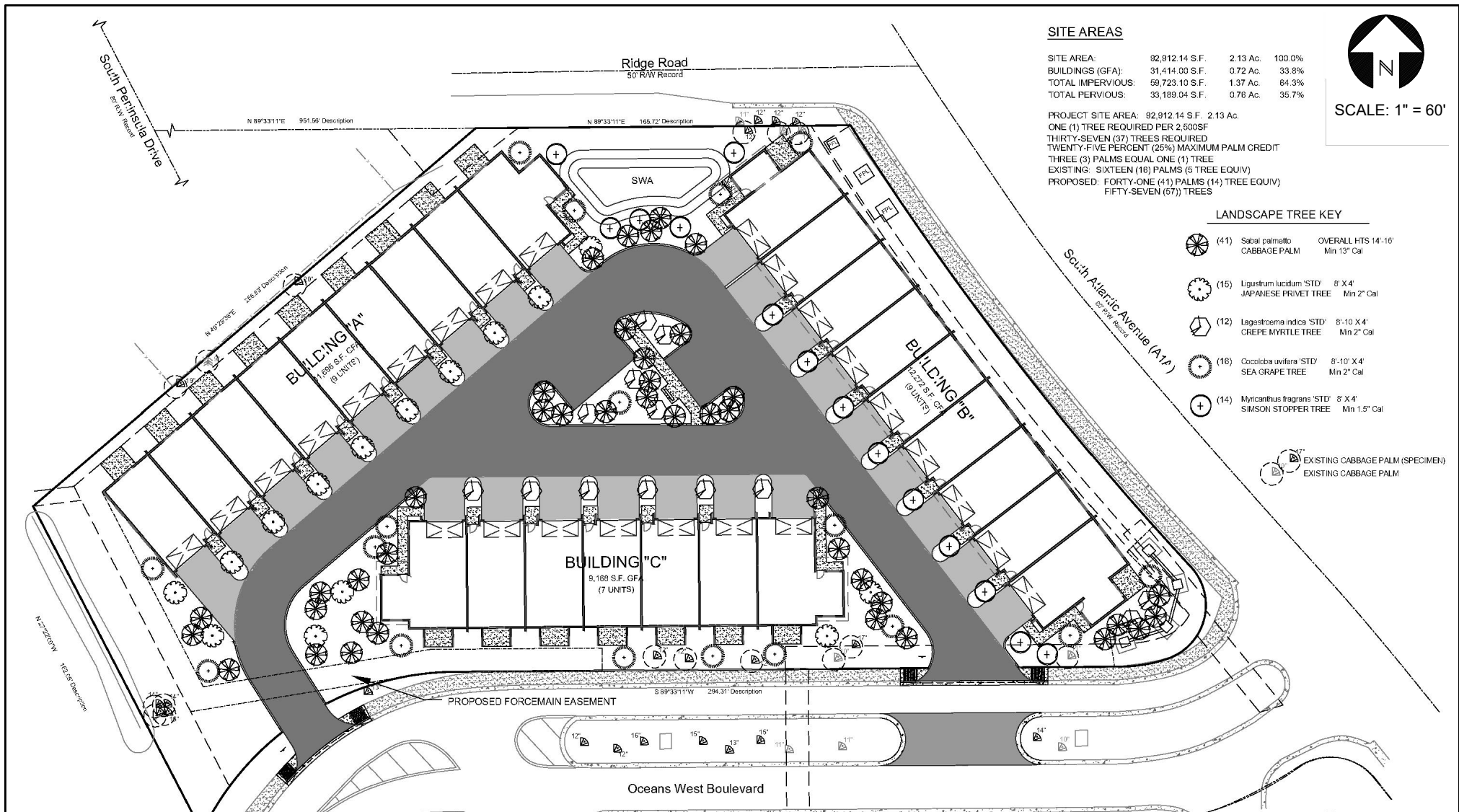
DATE: 12/18/19; 2/17/20

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



SITE AREAS

SITE AREA:	92,912.14 S.F.	2.13 Ac.	100.0%
BUILDINGS (GFA):	31,414.00 S.F.	0.72 Ac.	33.8%
TOTAL IMPERVIOUS:	59,723.10 S.F.	1.37 Ac.	64.3%
TOTAL PERVIOUS:	33,189.04 S.F.	0.76 Ac.	35.7%

PROJECT SITE AREA: 92,912.14 S.F. 2.13 Ac.
 ONE (1) TREE REQUIRED PER 2,500SF
 THIRTY-SEVEN (37) TREES REQUIRED
 TWENTY-FIVE PERCENT (25%) MAXIMUM PALM CREDIT
 THREE (3) PALMS EQUAL ONE (1) TREE
 EXISTING: SIXTEEN (16) PALMS (5 TREE EQUIV)
 PROPOSED: FORTY-ONE (41) PALMS (14) TREE EQUIV
 FIFTY-SEVEN (57) TREES



SCALE: 1" = 60'

THE STERN DESIGN GROUP, P.A.
 Landscape Architects Land Planners

THE PERFORMANCE GROUP

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 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

EXHIBIT D - LANDSCAPING

PROJECT: OCEANS 25

SCALE: 1"=60'

FILE: 894-BASE 4

DATE: 12/18/19; 2/18/20



CITY COUNCIL AGENDA MEMORANDUM AUGUST 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Fred Hiatt, Community Serv Director
PREPARED BY: Fred Hiatt, Community Serv Director
SUBJECT: Stroud's BBQ 90-Day Trial - Outdoor Smoker

SYNOPSIS:

The City has received recent complaints regarding the Stroud's Barbecue outdoor smoker located at 2516 S. Atlantic Avenue. Additionally, the Stroud's Barbecue Restaurant was opened prior to the City's issuance of their Certificate of Use and Business Tax Receipt. Lastly the Stroud's have failed to comply with some of the requirements in their trial period agreement.

FISCAL IMPACT STATEMENT:

BACKGROUND:

On July 14, 2020 the City Council passed Resolution 2020-05 and the Outside Cooker Agreement For Test Period, allowing a 90-day trial period to determine whether outside smoking of food, at a restaurant, is appropriate in the City. The Resolution and Cooker agreement were for Stroud's Barbecue, located at 2516 S. Atlantic Avenue. The Stroud owners agreed to certain location and safety measures found in Exhibit A of the Resolution.

Sometime on or before August 9, 2020 the Stroud's Barbecue Restaurant opened for business prior to obtaining the City's Certificate of Use Authorization and paying their Business Tax Receipt.

On Sunday, August 9, 2020, the Public Safety Department responded to a small smoker fire due to the wood being too close to the burn box. After that time, the City received several complaints, both from the property owner and other tenants in the plaza. This included pictures, letters, emails, and some videos. I've attached many of these documents and pictures. The videos will be available if needed.

The Property owner, Mr. Chris Pappas, as you can see in his complaint, claims he has not granted the Stroud's permission to use the smoker in the common parking area. As you will see in the attached letter, he has issued a "cease and desist" letter to the Stroud's, demanding the smoker be removed by August 21, 2020.

On August 18, 2020 the Stroud's smoker site was inspected by Gwyn Herstein to see if they were

complying with Stroud's location and safety measures (Exhibit A of Resolution 2020-05). As you will see in the attached affidavit and pictures, Items 5 and 6 were not in compliance. The smoker was not enclosed with the agreed barrier and no employee was present monitoring the smoker. And she could find no evidence of the "No Trespassing" signs being posted.

LEGAL REVIEW:

The Agreement to allow the smoker for a test period (or such shorter period as determined by the City) clearly gives the right to the City Council the right to cancel the test period and require the removal of the smoker at the discretion of the City Council.

RECOMMENDATION:

Unless other alternatives can be worked out, I recommend terminating the outside cooker agreement due to the complaints, property owner's objections and failure to comply with the owner provided safety measures.

SUGGESTED MOTION:

Move to terminate the Stroud's Barbecue Outside Cooker Agreement For Test Period.

- ATTACHMENT:**
1. res 2020-05 smoker 90 days (002)
 2. strouds smoker agreement signed (002)
 3. Stroud complaint 1
 4. Pappas Complaint
 5. Pappas Complaint Email 1
 6. Strouds BBQ complaint 8-14-2020 (003)
 7. Stroud smoker 1
 8. Stroud smoker 2
 9. Stroud smoker 3
 10. Stroud smoker 4
 11. Stroud smoker grease 1
 12. Stroud outdoor storage 1
 13. Stroud outdoor storage 2
 14. Stroud outdoor storage 3
 15. Stroud parking area 1
 16. Stroud sign block 1
 17. no barrier 1
 18. No barrier 2
 19. No barrier 3
 20. no barrier 4
 21. Herstein Affidavit

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.

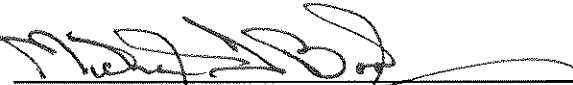
SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the opening of the restaurant at the Test Location.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, THIS 14 DAY OF July, 2020.

CITY OF DAYTONA BEACH SHORES, FLORIDA



NANCY MILLER, MAYOR



MICHAEL T. BOOKER, CITY MANAGER



CHERI SCHWAB, CITY CLERK

Approved as to form and legality:



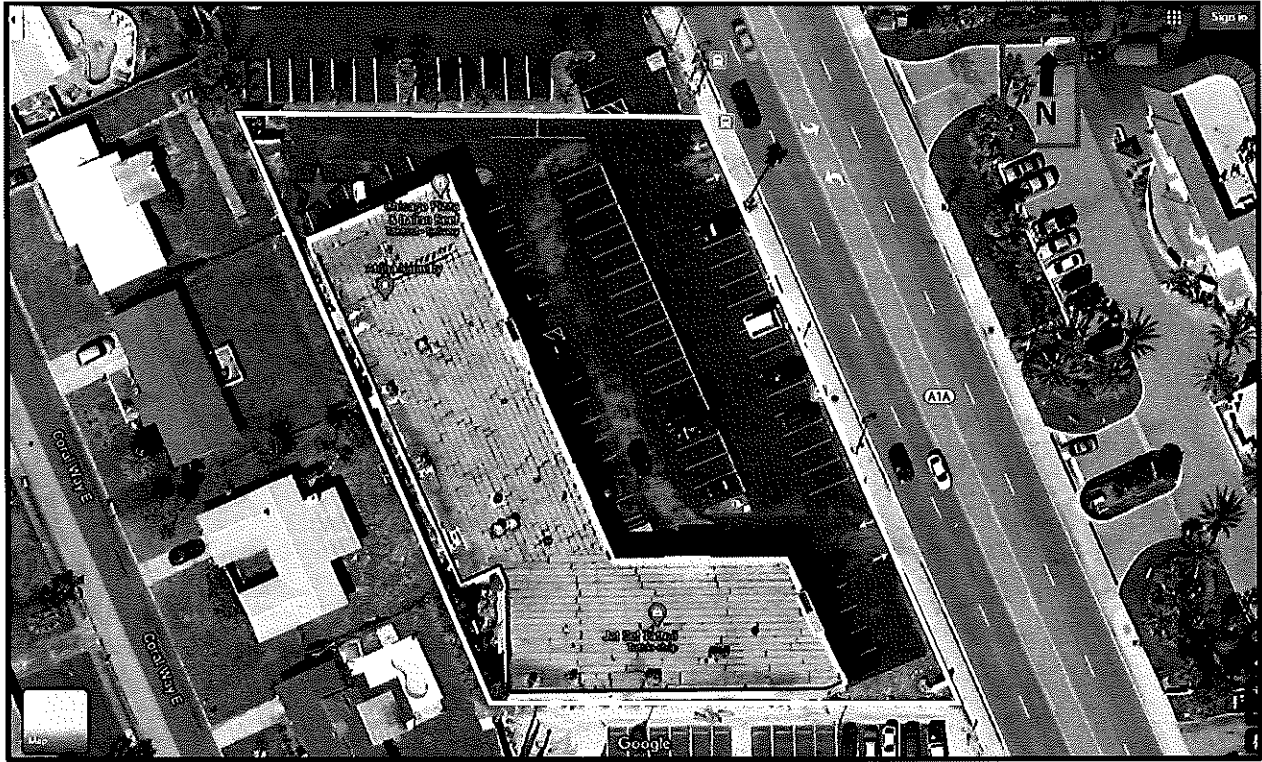
GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

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 14 day of July, 20 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:

Cheryl in Dubaut

Ashley N. Stroud

By: Ashley N. Stroud

[Signature]

Attest:

CITY OF DAYTONA BEACH SHORES

Ch Schwab

By: Cheri Schwab, City Clerk

[Signature]

By: Michael T. Booker, City Manager

August 7, 2020

RECEIVED
AUG 13 2020
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

To: The Matassini Law Firm
2811 West Kennedy Blvd.
Tampa, Florida 33609

From: DeLosh Enterprises Inc. DBA Aloha Laundry
2510 South Atlantic Blvd.
Daytona Beach Shores, Florida 32118

Email: bartdelosh@gmail.com

Re: BBQ Tenant's Smoker filling Leased Space with Smoke

Dear Christina Pappas Matassini, Esquire:

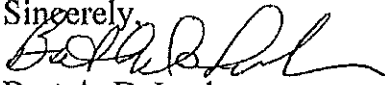
On 7/18/2020, 7/28/2020 and 8/7/20, I contacted Christopher Pappas, Manager, in regards to your tenant Stroud's BBQ smoking food outside and the smoke is engulfing my Laundromat with smoke. Still today nothing has been done to resolve the issue.

Two of my large accounts have stopped using our services due to their linens smelling like smoke. During these difficult times, I cannot afford to lose business.

A simple solution is to relocate the smoker closer to Stroud's BBQ's suite. I do not understand why the smoker has to be located on the opposite side of property, over 250 ft from their suite/business.

If a solution is not made by 8/18/2020, then you leave me with no other choice but to seek legal representation.

If you should have any concerns in regards to this letter please do not hesitate to contact me.

Sincerely,

Bart A. DeLosh

CC: Christopher Pappas

Scanned with

Herstein, Gwyn

From: Chris Pappas <cpappas39@gmail.com>
Sent: Thursday, August 13, 2020 10:35 AM
To: Herstein, Gwyn
Subject: Fwd: CamScanner 08-13-2020 10.29.32.pdf
Attachments: CamScanner 08-13-2020 10.29.32.pdf

Good morning Gwyn,

Here is a complaint from one of my tenants at Atlantic Plaza, Aloha Laundry. Please take a look as I will continue to send more complaints.

Thank you.

Sent from my iPhone

Begin forwarded message:

From: Spiros Tryfonopoulos <spiro81lolo@gmail.com>
Date: August 13, 2020 at 10:31:24 AM EDT
To: cpappas39@gmail.com
Subject: CamScanner 08-13-2020 10.29.32.pdf

Aloha coin laundry complaint.

RECEIVED

AUG 10 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Daytona Beach Shores, Code Enforcement Office

2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

#: 40

Type: 12

Compliant? _____

Issue Log

Initiated by:

Name: Chris Pappas

Telephone: _____

Date: 8.10.2020

Against:

Name: Stroud's BBQ

Address: 2516 S. Atlantic Ave.

Telephone: _____

Issue:

STROUTS BBQ HAS A SMOKER IN
THE PAPPAS PLAZA 2516 S ATLANTIC ST. RE'S PARKIN

Action Taken:

SEE BACK →
(Provide date and initials by each action)

- 8/10
- ① Will share w/ City Planner/ and Comm Svcs Director Hiatt.
 - ② Will share w/ City Planner, No BTR or Certificate of Use applications submitted to date.
 - ③ DBPR/Health Dept. for food handling issues. I will inspect about parking lot issue
 - ④ Will inspect - Business signage regulations currently relaxed by City manager due to COVID-19
 - ⑤ Suggested Mr. Pappas take pictures of any damage to use in a civil case if that becomes necessary.
- 8/11 Took pics. Spoke briefly w/ Jim who was cleaning in the and unit planning to open an authentic pizza place. I suggested he submit his BTR + C of U apps. He said he wanted to make sure this gets resolved before spending more money.

AT PAPPAS PLAZA ON ATLANTIC AVE ,
STROUTS BBQ HAS PLACED A BBQ SMOKER
ON THE NORTH END PARKING LOT. ^① THE
SMOKER WAS NOT APPROVED BY THE
OWNOR 'CHMS PAPPAS' AND IS NOT
IN THE LEASE. ALSO IT IS ^② INTUDING
ON THE PARKING FOR 2516 N ATLANTIC AVE
A PIZZA PLACE COMING SOON.

^③ STROUTS BBQ HAS ALSO BEEN CUTTING
MEAT AND SPILLING BLOOD ON THE
PARKING GROUND AND THE PARKING IS
ALSO COVERED IN GREASE.

^④ STROUTS BBQ HAS ALSO BLOCKED THE
PLAZA SIGN ON BOTH SIDES WITH
HIS "COMING SOON" SIGN ON HIS TRUCK.
ALSO WITH A GOLF CART ON THE OTHER
SIDE.

^⑤ HE HAS ALSO BEEN PARKING HIS VEHICLE
ON THE BREEZWAY NEXT TO THE "TATOO"
STONE.

From: Chris Pappas <cpappas39@gmail.com>
Sent: Thursday, August 13, 2020 4:00 PM
To: Herstein, Gwyn <gherstein@cityofdbs.org>
Subject: Strouds BBQ Pictures

Here are some of the photographs of the unsanitary conditions created by strouds bbq. Please take a look because it is horrible and dirty terrible odor with grease on my parking lot floor. My tenants are complaining to me about the smoke and the odor. Let me know if we can schedule a sit down with Strouds and the city council to remove the smoker and resolve this matter before they put my plaza out of business.

PAPPAS ENTERPRISES INC.

*Pappas Plaza / Atlantic Plaza
612 Professional Plaza*

August 13, 2020

To: Strouds BBQ & Grill
2516 s Atlantic Ave
Daytona Beach Shores, Fl 32118

Dear Valued Tenant,

I would like to start by welcoming you to Daytona Beach Shores and wish the best for you and your business. You have the opportunity to have a very successful business in one of the best locations in DBS at a great price. I was very happy to have you at my Plaza. When you signed the lease you did not make me aware that your “smoker” would be in the parking lot and not in your kitchen. As you already know, there have been formal complaints filed with the city by myself and other tenants due to the amount of smoke and unsanitary conditions and odor your “smoker” is causing. Also it is evident the damage to my property with the build-up of grease and the smoke and after I recently sealed the parking lot and painted the building. According to the lease, nowhere is it stated that you have permission to use a “smoker” outside of your unit or the storage of wood in the parking lot. You have until August 21st to remove the “smoker” from the Pappas Plaza parking lot.

I would like to add that I have verbally asked you not to park your vehicles on the plaza sidewalk but you have continued to do so. I am formally bringing it to your attention that this is not permissible.

Also you have put an ice machine in the common areas facing the empty unit formerly known as the “Pool Hall”. This is not allowed as this area is not part of your unit and needs to be maintained clean at all times given the entrances located there belong to the former “Pool Hall”. This needs to be removed also.

I would like to inspect the unit at your earliest convenience as in accordance with the lease. Once again I wish you the best success.

Sincerely,

Chris Pappas
PO Box 1946
New Smyrna Beach, Fl 32170























AUG/18/2020



AUG/18/2020



AUG/18/2020



AUG/18/2020



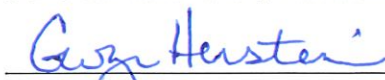
City of Daytona Beach Shores
Building & Codes Division
Telephone (386) 763-5330
Fax (386) 763-5370

INSPECTION AFFIDAVIT

BEFORE ME, the undersigned authority and Duly Authorized Agent for the City of Daytona Beach Shores, Code Enforcement Officer Gwyn Herstein, hereby deposes and says:

1. That from 12:09 p.m. to 12:14 p.m. on August 18, 2020, I conducted an inspection at the north end of the plaza located at 2518 S. Atlantic Avenue in Daytona Beach Shores to verify Stroud's adherence to the seven safety measures listed in the *Stroud's Barbeque & Grill Location & Safety Measures* document.
2. That the outdoor smoker appeared to be in operation, based on the the smoke exiting the smoker's chimney.
3. That the outdoor smoker appeared to be placed in the required parking space and location.
4. That, though no employee was present at the outdoor smoker, multiple cars were parked near the restaurant door.
5. That two padlocks were present at the smoker site. One padlock was locking the hasp at the closed west opening and one open padlock was resting open at the north end. Because the smoker was in use, the east opening was open, so would not have been expected to be locked. No other padlocks were visible.
6. That, at the perimeter of the outdoor smoker, two orange cones were visible, but no mesh was visible.
7. That no "No Trespassing" signs were visible.
8. That two fire extinguishers were available at the north end of the outdoor smoker trailer.

I DO HEREBY SWEAR that the above facts are true.



Gwyn Herstein
City of Daytona Beach Shores Code Enforcement Officer

The foregoing instrument was acknowledged before me on this 18th day of August, 2020, by Gwyn Herstein, as a Duly Authorized Agent for the City of Daytona Beach Shores.

Cheryl Lee Thibault
Signature of Notary Public ~ State of FL
County of Volusia





**CITY COUNCIL AGENDA MEMORANDUM
AUGUST 25, 2020 AGENDA**

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

SYNOPSIS:

The County of Volusia has made funding available through the "CARES act" to the cities of the county. In order to participate the County and the City must enter into an agreement for the city to be eligible for its portions of the funding made available. The City is applying for the \$160, 557.00 the county has allotted to Daytona Beach Shores. The County has already reviewed and approved the agreement for council consideration.

FISCAL IMPACT STATEMENT:

This is a 100% reimbursable grant.

BACKGROUND:

LEGAL REVIEW:

This is approved as to form and legality.

RECOMMENDATION:

Authorize the full execution of the subrecipient agreement between the County and the City.

SUGGESTED MOTION:

Motion to Authorize the full execution of the subrecipient agreement between the County of Volusia and the City of Daytona Beach Shores by the Mayor and City Attorney.

ATTACHMENT: 1. COVID 19 County Subrecipient Agreement



Volusia County
FLORIDA

County of Volusia

SUBRECIPIENT Agreement

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program

This Agreement is made and entered into between the COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "COUNTY", and the City of Daytona Beach Shores, a Florida Municipal entity, hereinafter referred to as "SUBRECIPIENT" for the purpose of subawarding to the SUBRECIPIENT a portion of the COUNTY'S Coronavirus Relief Fund allocation provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law Number 116-136, to be used by the SUBRECIPIENT as reimbursement for the SUBRECIPIENT's eligible necessary expenditures incurred due to the public health emergency with respect to COVID-19 that were not accounted for in the SUBRECIPIENT's budget most recently approved as of March 27, 2020 and that were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the COUNTY and SUBRECIPIENT agree and stipulate as follows:

1. Period of Agreement/Period of Performance

The Period of Agreement establishes a timeframe for all SUBRECIPIENT contractual obligations to be completed. This Agreement shall be effective on March 1, 2020 and shall end on March 31, 2021, unless terminated earlier in accordance with section 14 of this Agreement, or extended by a mutually agreed-upon amendment to this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the SUBRECIPIENT may charge allowable costs to this subaward to carry out the work authorized under this Agreement. In accordance with guidance issued by the U.S. Department of Treasury, in order for a cost to be properly incurred and allowable for funding under this Agreement, performance or delivery must occur during the Period of Performance. The Period of Performance for this Agreement commenced on March 1, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of section 14 of this Agreement or extended by a mutually agreed-upon amendment to this Agreement. All reimbursement requests submitted in accordance with Section 4 of this Agreement must be submitted by the SUBRECIPIENT to the COUNTY by January 31, 2021. If corrective action is required on any reimbursement request pursuant to section 4(d) of this Agreement, those corrections are required to be submitted by the SUBRECIPIENT to the

COUNTY by February 28, 2020 or fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections, whichever is earlier. In the instance that the COUNTY does not provide notice to the SUBRECIPIENT of required correction until after February 13, 2020, the required corrections are due within fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections. Reimbursement requests submitted after the due dates above are subject to denial at the sole discretion of the COUNTY.

2. Scope of Work

The SUBRECIPIENT agrees to perform the projects listed in Attachment B - Project Summary Budget ("Scope of Work"). The Scope of Work can be amended, upon mutual agreement, using Attachment C - Project Summary Budget Amendment and Restatement.

Projects included in the Scope of Work, including amendments, shall only include necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), not accounted for in the budget most recently approved as of March 27, 2020, up to the amount set forth in the Project Summary Budget (as amended).

The SUBRECIPIENT acknowledges and agrees that guidance and frequently asked questions documents have been provided by the United States Department of Treasury are not authoritative in regard to determining whether expenditures are eligible for use of the Coronavirus Relief Fund provided by the CARES Act and all such determinations are ultimately the responsibility of the SUBRECIPIENT.

Submission, review, approval and execution of amendments to the Scope of Work are hereby delegated by mutual agreement by the governing bodies of both the SUBRECIPIENT and COUNTY as follows:

- a. The SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part A, for submission of budget amendments.
- b. The COUNTY delegates authority to any ONE of the following county employees for review, approval and execution of budget amendments:

George Reckenwald, County Manager
Suzanne Konchan, Deputy County Manager
Ryan Ossowski, Chief Financial Officer

3. Funding

The COUNTY will subgrant Coronavirus Relief Funds, on a cost-reimbursement basis, to the SUBRECIPIENT in an amount not to exceed one hundred sixty thousand five hundred fifty seven_____ and 00/100 Dollars (\$ 160,557.00), for the purpose of reimbursing SUBRECIPIENT for

expenditures incurred and paid on projects included in the Scope of Work. The amount of funding subgranted by this Agreement may be amended with a mutually agreed to Attachment C - Project Summary Budget Amendment and Restatement, as described in Section 2 of this Agreement. The SUBRECIPIENT agrees to and acknowledges that it may not pass-through funds provided under this agreement to another entity considered to be a lower-level subrecipient.

- a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amounts set forth in the Scope of Work (as amended).
- b. The COUNTY will reimburse the SUBRECIPIENT only for allowable costs incurred by the SUBRECIPIENT. The COUNTY will provide funds on a cost reimbursement basis to the SUBRECIPIENT for eligible activities approved by the COUNTY, as specified in the approved Scope of Work. The maximum reimbursement amount for each deliverable is also outlined in the Scope of Work (as amended).
- c. Failure to complete a project is adequate cause for the termination of funding for that project.

The SUBRECIPIENT agrees to be responsible for the repayment of funds to the COUNTY for expenditures that the COUNTY, the Inspector General of the United States Treasury, or other Federal government official determines are ineligible under the Coronavirus Relief Fund provided by the CARES Act, see section 6 regarding RECOUPMENT for further information.

4. Invoicing and Progress Reporting

- a. The SUBRECIPIENT agrees to utilize Attachment D - Reimbursement Request Form and Attachment E - Reimbursement Request Form Summary Sheet for each reimbursement request made to the COUNTY. The SUBRECIPIENT further agrees to utilize Attachment F - Purchased Expense Reimbursement Request Form, Attachment G - Employee Regular Time Reimbursement Request Form (For All 100% Position Requests) and Attachment H - Overtime Reimbursement Request Form, as supplemental attachments, as applicable, when submitting reimbursement requests to the COUNTY.
- b. In order to obtain reimbursement for expenditures the SUBRECIPIENT must file with the COUNTY's Grant Activity Project Manager its request for reimbursement and any other information required to justify and support the Reimbursement Request.

Any Reimbursement Request under this Agreement must include a certification, signed by an official delegated by the SUBRECIPIENT (as described below), which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and

accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal subaward. I further certify that the expenditures included on this report have not been reimbursed by other local, state, federal or insurance funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- c. The governing body of the SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part B, to submit and execute any Reimbursement Requests, certifications, or other necessary documentation on behalf of the SUBRECIPIENT.
- d. The COUNTY will review all Reimbursement Requests by comparing required backup documentation provided by the SUBRECIPIENT against the approved Scope of Work, as well as the requirements of the Coronavirus Relief Fund, as provided in the CARES Act, which requires that payments from the fund only be used to cover expenses that:
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 for the municipality; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Reimbursement Requests that include only eligible expenditures shall be considered a proper invoice. Reimbursement Requests that include expenditures not approved in the Scope of Work, or expenditures determined to not meet the eligibility requirements of the CARES Act shall be considered improper invoices. Reimbursement Request that do not include required backup documentation shall be considered improper invoices. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable.

- e. The COUNTY will not reimburse the SUBRECIPIENT for any payments determined to be an "improper payment". Any "improper payment" is considered to be an ineligible expenditure under this Agreement. The term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments)

under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

- f. **Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the Coronavirus Relief Fund provided by the CARES Act. However, the COUNTY's provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY, Inspector General of United States Treasury, or other Federal government official to be ineligible.**

- g. Reimbursement Requests should be mailed to:

County of Volusia, FL
Office of the Chief Financial Officer
123 W. Indiana Avenue, Room 300
DeLand, FL 32720
Attention: Jennifer Madewell

- h. The SUBRECIPIENT shall provide additional program updates or information that may be required by the COUNTY.

5. Duplication of Benefits

The SUBRECIPIENT certifies that it has not received, nor will it receive other local, state, federal or insurance funds that will be used for the expenses being requested through the COUNTY'S Coronavirus Relief Fund Municipal Subrecipient Program. The SUBRECIPIENT acknowledges and understands that it may not receive duplication of benefits to reimburse any of SUBRECIPIENT's COVID-19 related expenses that are reimbursed by this Agreement.

6. Recoupment / Subsequent Determination of Ineligibility

- a. The SUBRECIPIENT agrees that, **NOTWITHSTANDING ANY OPINION (INCLUDING DETERMINATIONS PROVIDED IN WRITING) OF ELIGIBILITY THAT MAY BE PROVIDED TO SUBRECIPIENT BY ANY COUNTY EMPLOYEE, CONTRACTOR, OR ELECTED OFFICIAL**, if any funds provided to the SUBRECIPIENT in accordance with this Agreement are determined by the Inspector General of the United States Treasury, COUNTY, or other authorized federal official or agency, to have been used

by the SUBRECIPIENT in a manner inconsistent with this Agreement or section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (Coronavirus Relief Fund), Public Law Number 116-136, and are recouped by the federal government from the COUNTY, the SUBRECIPIENT will reimburse the COUNTY for all amounts recouped by the federal government that were provided to the SUBRECIPIENT.

- b. All refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to the order of "County of Volusia," and mailed directly to the following address:

County of Volusia, FL
Office of the Chief Financial Officer
123 W. Indiana Avenue, Room 300
DeLand, FL 32720
Attention: Coronavirus Relief Fund Refunds

- c. Any recoupment reimbursement request made in accordance with the above shall be repaid by the SUBRECIPIENT to the COUNTY within thirty (30) days of the COUNTY making such request. If the SUBRECIPIENT does not repay the COUNTY within the thirty (30) days, the SUBRECIPIENT shall be subject to withholding of other funds due the SUBRECIPIENT from the COUNTY as described below.
- d. As a condition of funding under this Agreement, the SUBRECIPIENT agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any disbursement to the COUNTY, by the federal or state government, upon a determination by the COUNTY or authorized representative of the federal government that funds exceeding the eligible costs have been disbursed to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT also agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any other funding administered by the COUNTY.

The SUBRECIPIENT understands and agrees that the COUNTY may offset any funds due and payable to the SUBRECIPIENT until the debt to the COUNTY is satisfied. In the event funds are withheld, the COUNTY will notify the SUBRECIPIENT of the reclassification of the funds originally provided under this agreement (subsequently determined ineligible, but not repaid by the SUBRECIPIENT) that shall now be classified as funding provided under the program from which the funds were withheld, so that the proper accounting can be made by the SUBRECIPIENT.

7. Compliance with Laws, Rules and Regulations

The SUBRECIPIENT certifies compliance and agrees to comply with all applicable federal, state and local laws, rules, regulations and Executive Orders applicable to

the funds granted in accordance herewith. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

8. Contact

- a. The COUNTY'S Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the COUNTY's liaison with the SUBRECIPIENT. As part of his/her duties, the Grant Manager for the COUNTY shall:

- i. Monitor and document SUBRECIPIENT performance; and,
 - ii. Review and document all deliverables for which the SUBRECIPIENT is responsible for providing to COUNTY.

- b. The COUNTY'S Grant Manager for this Agreement is:

Jennifer Madewell
Grant Activity Project Manager
123 W Indiana Ave, Room 300
DeLand, FL 32720
Telephone: (386) 736-5933 x 15574
Email: jmadewell@volusia.org

- c. The name and address of the representative of the SUBRECIPIENT responsible for the administration of this Agreement is:

Lory B. Irwin

Assistant Finance Director

2990 South Atlantic Ave.

Daytona Beach Shores, FL 32118

Telephone: 386-763-5328

Email: lrwin@cityofdbi.org

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or email.

9. Monitoring

- a. The SUBRECIPIENT shall monitor its performance under this Agreement, to ensure that time schedules are being met, the Program Reporting and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in this Agreement, and reported in each Request for Funds.
- b. The SUBRECIPIENT shall provide the COUNTY and auditors, as well as any federal auditor or inspector general, right to access to the SUBRECIPIENT's records and financial statements as necessary for the

COUNTY to meet the requirements of 2 C.F.R. Part 200. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

- c. The SUBRECIPIENT agrees to submit to monitoring of its activities by the COUNTY as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

10. Federal Award Identification pursuant to 2 C.F.R. Section 200.331(a)(1)

The SUBRECIPIENT acknowledges that the funds provided under this Agreement are provided by the U.S. Department of Treasury, Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the CARES Act.

The SUBRECIPIENT acknowledges that the amount described in Section 3 of this Agreement represents the total amount of federal funds obligated and committed by the COUNTY to the SUBRECIPIENT, that this award is not R&D pursuant to 2 C.F.R. 200.331(a)(1)(xii), and that further, no indirect costs may be billed under this Agreement.

11. Applicability of 2 C.F.R. Part 200 and SUBRECIPIENT Status

The SUBRECIPIENT agrees to comply with all applicable requirements set forth in 2 C.F.R. § 200.303 regarding internal controls and 2 C.F.R. § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F related to audit requirements.

The SUBRECIPIENT understands that while current guidance from the Department of Treasury has indicated only the above sections of 2 C.F.R. Part 200 apply to the Coronavirus Relief Fund, the United States Department of Treasury or the Inspector General of the United States Treasury may later interpret additional parts of 2 C.F.R. Part 200 to apply. In such event, it would be the responsibility of the SUBRECIPIENT to comply with these additional requirements. As such, while not required, the COUNTY recommends that SUBRECIPIENT follow all parts of 2 C.F.R. Part 200.

The SUBRECIPIENT understands the COUNTY considers the SUBRECIPIENT to be a SUBRECIPIENT in accordance the determination prescribed in §200.330, *SUBRECIPIENT and contractor determinations*, and agrees to such determination.

12. Single Audit

- a. The SUBRECIPIENT shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F and Federal Single Audit Act (31 U.S.C. §§ 7501-7507).

- b. In accounting for the receipt and expenditure of funds under this Agreement, the SUBRECIPIENT shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. The SUBRECIPIENT shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the COUNTY no later than nine (9) months from the end of the SUBRECIPIENT's fiscal year.
- d. The SUBRECIPIENT shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and related management letters issued by the auditor, by or on behalf of the SUBRECIPIENT, to the COUNTY at the following address:

Office of the Chief Financial Officer
123 W Indiana Ave, Room 300
DeLand, FL 32720
- e. The SUBRECIPIENT shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>
- f. Treasury has stated that CFDA # 21.019 is pending registration for funds provided under this Agreement.

13. Maintenance and Availability of Records

- a. As a condition of receiving federal financial assistance, the SUBRECIPIENT agrees to maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.
- b. Copies of all Agreement-related records generated by the SUBRECIPIENT shall be available for inspection by authorized representatives of the federal government, the Inspector General of the United States Treasury, and the COUNTY. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- c. Such records shall be available at the SUBRECIPIENT's office at all reasonable times during the Agreement Term and kept for a period of six

(6) years after expiration of this Agreement. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have tolled the final payment date until completion of all such claims, investigations, or litigation proceedings, including all applicable appeal periods.

- d. This section 13 shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

14. Suspension and Termination.

The COUNTY may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds provided herein, at its discretion, if the SUBRECIPIENT violates any provision of this Agreement; or

- a. Fails to complete performance in a timely manner; or
- b. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

15. Default.

If any of the following events occur ("Events of Default"), all obligations on the part of the COUNTY to make further payment of funds will, if the COUNTY elects, terminate and the COUNTY has the option to exercise any of its remedies set forth in section 16 of this Agreement. However, the COUNTY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

- a. If any warranty or representation made by the SUBRECIPIENT in this Agreement or any previous agreement with the COUNTY is or becomes false or misleading in any respect, or if the SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the COUNTY and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. If material adverse changes occur in the financial condition of the SUBRECIPIENT at any time during the period of agreement, and the SUBRECIPIENT fails to cure this adverse change within thirty (30) days from the date written notice is sent by the COUNTY;
- c. If any reports required by this Agreement have not been submitted to the COUNTY or have been submitted with incorrect, incomplete or insufficient information;

- d. If the SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

16. Remedies

If an Event of Default occurs, then the COUNTY may, after thirty (30) calendar days written notice to the SUBRECIPIENT and upon the SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the SUBRECIPIENT is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 8 of this Agreement;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a reimbursement request;
- d. Require that the SUBRECIPIENT refund to the COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the SUBRECIPIENT to reimburse the COUNTY for the amount of costs incurred for any items determined to be ineligible, or
 - v. withhold funds in accordance with section 6d. herein.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

17. Conflict of Interest.

- a. The SUBRECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.
- b. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT who exercises decision making responsibility with respect to these funds and activities, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:
 - i. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and to their immediate family members, and business partner(s).
 - ii. This requirement applies for such persons during their tenure and for a period of one year after leaving the SUBRECIPIENT.
 - iii. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

18. Indemnification

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status, the U.S. Social Security Administration and Treasury Department, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT or its Agent's, employees', or officers' performance or non-performance of the terms of this Agreement, to the extent permitted by law. The parties understand that pursuant to Section 768.28(19), Florida Statutes, no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by SUBRECIPIENT and SUBRECIPIENT claims all of the privileges and immunities and other benefits and protections afforded by Section 768.28, Florida Statutes.

19. Liability.

- a. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY or SUBRECIPIENT beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature for liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY or SUBRECIPIENT for damages arising from any claims related to this Agreement, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or SUBRECIPIENT, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
- b. In no event shall the COUNTY be liable to the SUBRECIPIENT for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

20. Venue / Jurisdiction / Attorney's Fees.

This Agreement shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this Agreement shall, if in state court, be in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this Agreement, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

21. Public Records.

Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide the SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to this Agreement:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 736-5933 x 15574, jmadewell@volusia.org, or by mail, Office of the Chief Financial

Officer, Attn: Jennifer Madewell, 123 W. Indiana Ave., DeLand, FL 32720.

By entering into this Agreement, the SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any entity entering into an Agreement for services with the COUNTY is required to:

- a. Keep and maintain public records required by the COUNTY to perform the services and work provided pursuant to this Agreement.
- b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Period of Agreement and following completion or termination of the Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY.
- d. Upon completion or termination of the Agreement, transfer, at no cost, to the COUNTY all public records in the possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion or termination of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion or termination of the Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If the SUBRECIPIENT receives any such request, the SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request, and the

SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

The SUBRECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. Unless caused by the negligence of the County, as determined by a court of competent jurisdiction, the SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the SUBRECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. The SUBRECIPIENT authorizes the COUNTY to seek declaratory, injunctive, or other appropriate relief against the SUBRECIPIENT from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section. Nothing contained herein is intended to, nor shall be construed as, a waiver of any party's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this agreement.

The SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. The SUBRECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any subcontractors to comply with all laws, as applicable, and to assist the COUNTY in complying with the same as it relates to all aspects of this Agreement.

The SUBRECIPIENT agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. The COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT that are directly related to this Agreement. The SUBRECIPIENT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The SUBRECIPIENT shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention

period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of six (6) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the SUBRECIPIENT's records, the SUBRECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry.

22. Procurement.

- a. The SUBRECIPIENT shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal and state laws and regulations.
- b. The SUBRECIPIENT shall maintain records sufficient to detail the history of procurement. These records include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- c. The SUBRECIPIENT shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- d. The SUBRECIPIENT agrees to include in the subcontract that the subcontractor is bound by all applicable state and federal laws and regulations.
- e. The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- f. The SUBRECIPIENT shall conduct any procurement under this Agreement in a manner providing full and open competition. Accordingly, the SUBRECIPIENT shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary actions during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. Except in those cases where applicable federal statutes expressly mandate or encourage otherwise, the SUBRECIPIENT shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

23. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

24. Hatch Act.

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

25. Suspension and Debarment.

The SUBRECIPIENT agrees to comply with the requirements of 24 C.F.R. parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- b. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 25 b. of this certification; and,
- d. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

SUBRECIPIENT acknowledges it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

In addition, the SUBRECIPIENT shall send to the COUNTY (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for the SUBRECIPIENT agency and each intended subcontractor which SUBRECIPIENT plans to fund under this Agreement. The form must be received by the COUNTY before the SUBRECIPIENT enters into a contract with any subcontractor.

26. Equal Opportunity Employment.

- a. In accordance with 41 C.F.R. §60-1.4(b), the SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agree as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT and its contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractors' noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The contractor will include the portion of the sentence immediately preceding paragraph 26.a.i. and the provisions of paragraphs 26.a.i. through 26.a.viii. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b. The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agenda, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- c. The SUBRECIPIENT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- d. The SUBRECIPIENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted

construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II, Subpart D of the Executive Order. In addition, the SUBRECIPIENT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the SUBRECIPIENT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such SUBRECIPIENT; and refer the case to the Department of Justice for appropriate legal proceedings.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

27. Copeland Anti-Kickback Act.

- a. The SUBRECIPIENT hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. Contract Work Hours and Safety Standards.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required

to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

29. Clean Air Act and the Federal Water Pollution Control Act.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

30. Anti-Lobbying.

The SUBRECIPIENT agrees, by executing this Agreement, that to the best of his or her knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must including the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

31. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a. If the SUBRECIPIENT, with the funds authorized by this Agreement, seeks to procure goods or services, then, the SUBRECIPIENT shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the SUBRECIPIENT must take; the requirements do not preclude the

SUBRECIPIENT from undertaking additional steps to involve small and minority businesses and women's business enterprises.

32. Employee Protection from Reprisal.

- a. In accordance with 41 U.S.C. Sec. 4712, an employee of SUBRECIPIENT may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph 32(b) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the COUNTY;
 - vii. A federal or State regulatory enforcement agency.
- c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by this Section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Treasury Department.
- d. Time Limitation for Submittal of a Complaint – A complaint may not be brought under this Section more than three years after the date on which the alleged reprisal took place.
- e. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under Federal law.
- f. Assumption of Rights to Civil Remedy – Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under Federal law.

33. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

34. Attachments.

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Delegation of Authority
 - ii. Attachment B – Project Summary Budget
 - iii. Attachment C – Project Summary Budget Amendment and Restatement
 - iv. Attachment D – Reimbursement Request Form
 - v. Attachment E – Reimbursement Request Form Summary Sheet
 - vi. Attachment F – Purchased Expense Reimbursement Request Form
 - vii. Attachment G – Employee Regular Time Reimbursement Request Form (For All 100% Position Requests)
 - viii. Attachment H – Overtime Reimbursement Request Form
 - ix. Attachment I – Certification Regarding Debarment

35. Assurances.

The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the SUBRECIPIENT in this Agreement, in any later submission or response to a COUNTY request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the COUNTY and with thirty (30) days written notice to the SUBRECIPIENT, cause the termination of this Agreement and the release of the COUNTY from all its obligations to the SUBRECIPIENT.

The SUBRECIPIENT is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the SUBRECIPIENT's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

The SUBRECIPIENT assures and certifies it will:

- a. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- b. Comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and Florida Statutes.
- c. Comply with overtime provisions of the Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- d. Comply with the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

36. Good Faith.

Each party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

37. Non-assignability.

This Agreement shall not be assigned, transferred, or encumbered by the SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.

38. Waiver of Jury Trial.

By entering into this Agreement, the SUBRECIPIENT and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

39. Conflict.

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless the COUNTY and the SUBRECIPIENT mutually elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

40. Legal Authorization.

The SUBRECIPIENT certifies that it has the legal authority to receive the funds under this Agreement. The SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

41. Complete Agreement.

This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

42. Amendments.

Upon mutual consent of both parties, this Agreement may be amended in writing.

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this Agreement.

Nancy J. Miller

Mayor

City of Daytona Beach Shores

Date

Approved as to form and legality:

Gretchen R. H. "Becky" Vose

City of Daytona Beach Shores

City Attorney

Date: _____



George Recktenwald

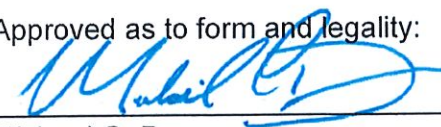
County Manager

County of Volusia, Florida

8/13/2020

Date

Approved as to form and legality:



Michael G. Dyer,

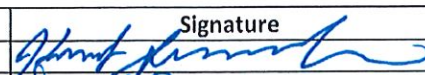
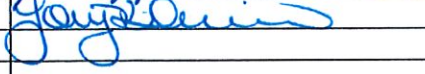
Volusia County Attorney

Date: 8/13/2020

Attachment A

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Delegation of Authority

The following individuals are delegated authority by the elected governing body of the following municipality to submit Budget Amendment Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient

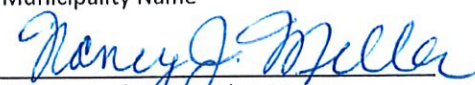
Authorized Individual Name	Authorized Individual Title	Signature
Kurt Swartzlander	Finance Director	
Lory B. Irwin	Assistant Finance Director	

The following individuals are delegated authority by the elected governing body of the following municipality to submit Reimbursement Request Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal

Authorized Individual	Authorized Individual Title	Signature
Kurt Swartzlander	Finance Director	
Lory B. Irwin	Assistant Finance Director	

City of Daytona Beach Shores

Municipality Name


Signature of Municipality Mayor

Nancy J. Miller

Printed Name

08/13/2020

Date



Attestation of Chief Executive of

Michael T. Booker

Printed Name

08/13/2020

Date

Attachment B

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Project Summary Budget

Project Number	Project Name	Budget
CV-1	Existing employee performing tasks related to COVID-19	\$ 2,111.17
CV-2	Paid Sick and FMLA expansion leave	\$ 34,543.59
CV-3	Employee Covid-19 testing	\$ 1,479.77
CV-4	Covid-19 PPE	\$ 10,229.59
CV-5	Disinfecting Fogger for Public Safety	\$ 1,052.99
CV-6	UV lights for air handlers	\$ 37,078.00
CV-7	Glass barriers for customer service areas-Permits and Finance/Utility Billing	\$ 3,270.00
CV-8	Touchless keycard security door system	\$ 44,671.47
CV-9	Teleconference software & PTZ cameras for council meetings	\$ 10,245.27
CV-10	Laptops for telework	\$ 6,025.96
CV-11	Virtual Desktop Integration (VDI)	\$ 5,524.40
CV-12	Increased server bandwidth/unified communications	\$ 4,324.79
Total Budget		<u>\$ 160,557.00</u>

City of Daytona Beach Shores

Municipality Name



Signature of Municipality Mayor

Nancy J. Miller

Printed Name

08/13/2020

Date



CITY COUNCIL AGENDA MEMORANDUM AUGUST 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Discussion On Temporary Promotional Activities

SYNOPSIS:

Mayor Miller requested this item be placed on the agenda for discussion.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Ordinance 2020-03 (attached), aka the "Temporary Promotional Activity Ordinance," was approved on February 25, 2020 by the City Council. However, the approved motion at second reading by the City Council called for a 60-day sunset. Among other things, the ordinance established a temporary promotional activity (TPA) permit, process and regulations, which included, but were not limited to, outdoor sales of merchandise and tents on commercial properties and allowance for up to 21 TPA days throughout the calendar year and regulations for conducting the activity in question. The ordinance has since expired but was effective during Bike Week 2020. Only one business applied for a TPA permit. Code Enforcement did not receive any complaints during the aforementioned TPA.

At the last City Council meeting Mayor Miller requested this item be placed on the agenda for discussion and possible direction to staff. At the conclusion of its discussion the City Council may elect to do one of the following at a future Council meeting:

1. Readopt the TPA ordinance as is.
2. Readopt the TPA ordinance with a sunset provision.
3. Adopt a revised version of the TPA ordinance to include additional business friendly provisions such as the outdoor display of selected merchandise and increased signage flexibility.
4. Conduct a community workshop with the business community and residents to gather input.
5. Select alternative action not mentioned above.
6. Take no action.

LEGAL REVIEW:

The City Attorney has no legal comments on this subject.

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Ordinance 2020-03A-Temporary Promotional Activity.with RJB comments-
SC-2-5-20 (1)

ORDINANCE 2020-03

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO TEMPORARY PROMOTIONAL ACTIVITIES; AMENDING THE *CODE OF ORDINANCES, APPENDIX G-LAND DEVELOPMENT CODE*; BY AMENDING SECTION 2-2 ENTITLED “GENERAL DEFINITIONS”; BY AMENDING CHAPTER 6, ENTITLED “SIGNS AND ADVERTISING”; BY AMENDING SECTION 14-31.1, ENTITLED “GC-RD GENERAL COMMERCIAL-REDEVELOPMENT DISTRICT”; BY AMENDING SECTION 14-60.2 ENTITLED “TEMPORARY PROMOTIONAL ACTIVITY PERMITS, STANDARDS IN THE GC-1 AND GC-2 COMMERCIAL DISTRICTS AND T HOTEL/MOTEL DISTRICT”; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

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

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can help to retain and enhance existing business operations and success; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the appearance of the community and its public image; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the public health, safety and welfare; and

WHEREAS, the City Council of the City of Daytona Beach Shores has deemed approval of this Ordinance to be in the best interest of the businesses, visitors, residents and citizens of the City of Daytona Beach Shores; and

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

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

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

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

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G-Land Development Code, Section 2-2, entitled “General Definitions,” by adding the following:

Temporary promotional accessory: A ground-based attention getting device used to attract public attention to a temporary promotional event including, but not limited to, air dancer, inflatable, statue, carving, art display, promotional or fluttering flag, and other similar device. Accessories shall not exceed 12 feet in height and shall not be larger than 150 cubic feet.

Temporary promotional activity: A temporary indoor or outdoor event on a commercial or hotel property, parcel or lot including but not limited to grand openings, product displays, sales and promotion of a new or existing bona fide business and its products or services.

SECTION TWO: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G-Land Development Code, Chapter 6, entitled “Signs and Advertising,” as follows:

Sec. 6-8. - Permitted signs.

18. *Banner Signs* . Banner signs may be employed for special events within the city by a permit issued through the building and codes division of the department of community services. Only one (1) banner sign shall be placed at any location, lot or parcel at any given time. Size, location, time limitation, and type of event shall be permitted under the following conditions:

Banner signs may be permitted for promotional events within the city upon receipt of any approved banner permit issued by the city through the building and codes division of the department of community services. For banner sign purposes, promotional events are defined as follows: Speed

Week, Bike Week, Biketoberfest, Spring Break, grand openings, going-out-of-business sales and similar city-preapproved occasions sanctioned by the city manager. Written proof will be required with application for local events with which the city desires to identify and with which the city is satisfied the banner sign will reflect highly upon the city and promote economic or tourism development. Except for temporary promotional activity banners permitted pursuant to Sec. 14-60.2 of this Land Development Code, Only only one (1) banner sign shall be placed at any location, lot or parcel at any given time. Size, location, time limitation, and type of event shall be permitted under the following conditions:

- (1) Banner signs shall be permitted only in GC1, GC2, T, GC-RD and TC-MUPUD districts.
- (2) Maximum sign area shall be thirty-two (32) square feet.
- (3) Banners shall not be located at ground level in any right-of-way. One (1) banner sign may be permitted to be displayed during promotional events. Such signs may carry business or product logos and generic messages commemorating the event and/or welcoming visitors. The sign shall not convey specific sales information, such as prices or "specials" or any other related information of this type or nature.
- (4) All banners shall be preapproved by the building and codes division. All temporary banners allowed under this subsection may be installed up to one (1) week prior to the event, and must be removed no later than forty-eight (48) hours following the event with a maximum time limit of thirty (30) days. Banner signs shall not be permitted for more than one hundred twenty (120) days (or four (4) events) in any twelve-month period. Only one (1) thirty-day period allowed in any sixty (60) consecutive days.
- (5) The banner sign permit fee shall be specified in the current "Daytona Beach Shores Land Development Code Schedule of Fees" which is available at the office of the city clerk. In the event the city installs the banner, an additional fee for installation and removal shall be assessed as specified in the current "Daytona Beach Shores Land Development Code Schedule of Fees" which schedule is available at the office of the city clerk. Requests for banner signs spanning any right-of-way, or of a size larger than allowed above, or for a duration longer than that stated above shall require approval of the city manager. Such approval shall be predicated upon the banner sign request being of such nature that it would be advertising a city-wide function approved by the city council. Banner signs erected prior to a permit being obtained or not in accordance with the sketch or the criteria specified in this ordinance shall be a violation of this ordinance.
- ~~(6) Condition L in section 6-9 shall also apply to banners located in the GC-RD and TC-MUPUD districts.~~

Two (2) banner signs approved in conjunction with a bona fide temporary promotional activity shall be permitted for the duration of the event pursuant to Sec. 14-60.2 of this Land Development Code.

Sec. 6-11. - Prohibited signs.

1. No persons shall erect a sign on or over any public property or public right-of-way, including the Atlantic Ocean beach except for legal franchises of the city and subsection 6-8(11.1), Public Information Off-Site Directional Signs.
2. No persons shall operate or park any vehicle for the purpose of display, sale or advertising on any public right-of-way.
3. Roof signs, except as expressly permitted by section 6-8, Permitted Signs, within Chapter 6, Signs and Advertising, of the Land Development Code of Ordinances, snipe signs, pennants, inflatables and wind operated devices, sandwich signs, revolving signs, flashing signs and signs with moving or alternating lights, outdoor advertising signs, off-site signs, animated signs, and spectacular signs are prohibited and unlawful, except when approved in conjunction with a bona fide temporary promotional activity. However, nothing contained herein shall prohibit a time and temperature sign with dimensions not exceeding twenty-five (25) square feet in area.

SECTION THREE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores, Appendix G-Land Development Code*, Section 14-31.1, entitled “GC-RD General Commercial-Redevelopment District,” as follows:

Sec. 14-31.1 GC-RD General Commercial-Redevelopment District.

Sec. 14-31.1.11 Permitted Temporary Use.

Promotional activities shall comply with section 14-60.2.

SECTION FOUR: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores, Appendix G-Land Development Code*, Section 14-60.2, entitled “Temporary promotional activity permits, standards in the GC-1 and GC-2 Commercial Districts and T Hotel/Motel District,” as follows:

Sec. 14-60.2. Temporary promotional activity permits, standards in the GC-RD, GC-1 and GC-2 Commercial Districts and T Hotel/Motel District.

1. General: A temporary promotional activity, also known as a TPA, shall be limited to promotional activities, exhibits, displays and sales directly and customarily associated with the principal and accessory uses of a business, as determined by the City Manager or his designee.

TPA permits shall only be issued to one (1) tenant space per primary address. Outdoor promotional activities are permitted between the hours of 7am and 10pm subject to the City's noise regulations. A TPA permit shall not authorize itinerant vending.

2. Application: (i) An application shall be submitted to the City Manager, or designee, on the approved form provided by the City. (ii) Applications shall be submitted at least ten (10) days prior to the start of the requested TPA. (iii) Fees established by the City Council shall be paid in full at the time of application submission. (iv) Applications shall contain a site sketch exhibit indicating dimensions, tent capacity, egress and location and placement of all TPA components relative to all buildings and structures, parking and property lines. (v) TPA permits may only be obtained by the business owner. (vi) TPA shall be authorized by the property owner.
3. Transfers: TPA permits shall not be transferable.
4. Duration: Temporary promotional activities shall not exceed 21 days per calendar year for any business tenant space with a primary address. A TPA permit shall be issued for a minimum of three (3) days.
5. Hazards and Public Nuisances: Temporary promotional activities shall not create public nuisances or hazards jeopardizing the public health, safety or welfare.
6. Tents and removal of outdoor components: Temporary promotional activities may occur within temporary outdoor structures such as tents, as approved by the City Manager, or designee, not to exceed 500 square feet per business. All components associated with the TPA shall be removed immediately after event closing.
7. Area restrictions: A TPA shall not occupy more than 500 square feet PLUS an additional square footage two times the lineal footage of the business' frontage. TPA areas shall not exceed 25% of the business' required off-street parking area. In no case shall the total TPA areas permitted on a multi-business property, lot or parcel exceed 25% of the property's total required off-street parking area. All merchandise shall be displayed under a temporary outdoor structure, as approved by the Building Official.
8. Access and setbacks: Temporary promotional activities shall not impede or obstruct pedestrian or vehicular traffic, building egress, occupy or block driveways, drive aisles, fire lanes, sidewalks and sight triangles, as determined by the Building Official. All TPA components shall set back at least five (5) feet from rights-of-way and side lot lines and at least 50 feet from residential properties.
9. Location: Promotional activities may occur inside or outside. However, outdoor temporary promotional activities shall only be permitted in front of or in an area adjacent to the business subject to the terms and conditions of this section. TPA components and activities shall not occur inside required landscape islands or planter boxes.

10. Prohibitions: (i) Amusements (ii) Outdoor adult entertainment activities, sales and displays. (iii) Outdoor body art services. (iv) Vehicular washing events. (v) Outdoor alcohol sales and consumption, except as approved by an active outdoor dining conditional use permit. (vi) Tethered airborne accessories. (vii) Trampolines, jump houses and other similar recreation equipment and devices.

11. Signage and temporary promotional accessories: Each TPA shall be permitted two (2) banner signs, not to exceed 32 square feet each and one (1) temporary promotional accessory. All other signage, including but not limited to mobile and portable signage on trailers, is prohibited.

12. Security and Safety: All TPA components shall be safely secured overnight and when not in use against vandalism and theft. TPA components, including, but not limited to, tents and accessories, shall be installed, maintained and removed pursuant to manufacturer's instructions.

13. Enforcement and Violations:

~~1. Application shall be on an appropriate form provided by the City and submitted at least sixty (60) days prior to the initiation of the requested temporary promotional activity. The City Council may determine appropriate fees for this permit by resolution.~~

~~2. The temporary promotional activities shall be in accordance with the existing licensed business activity(s) for each site; temporary promotional activities shall not consist of outside sales.~~

~~3. Outdoor displays shall not impede pedestrian or vehicular traffic, occupy or block driveways, drive aisles, fire lanes and shall not be placed in any required parking area nor within one hundred (100) feet of any right-of-way.~~

~~4. No temporary promotional activities may occur within temporary structures such as tents or trailers.~~

~~5. Site plans shall be attached to the application for any temporary promotional activity permit.~~

~~6. Temporary signs, including banners, shall comply with the Land Development Code regarding temporary signage, including but, not limited to section 6-8(18), Banner Signs.~~

~~7. The enforcement official, or his or her designated representative, shall make an inspection of the properties involved. If the enforcement official denies the permit, the applicant may appeal the ruling to the City Council within ten (10) days of the enforcement official's ruling.~~

~~8. Temporary promotional activity permits shall be personal to the permittee and shall not be transferable.~~

~~9. Temporary promotional activities shall not authorize itinerant vending.~~

10-It shall be a violation of the Land Development Code to violate the terms of any temporary promotional activity permit. In addition to other remedies such as Code Enforcement ~~Board~~ Special Magistrate action, the City Manager is authorized to immediately suspend or revoke a temporary promotional activity permit, without prior warning, if the City Manager determines that the temporary promotional activity is being conducted in a manner that violates any portion of this [section 14-60.2](#), or in a manner that poses an imminent threat to public health, safety or welfare. Upon revocation of a temporary promotional activity permit, the permittee shall immediately cease the temporary promotional activity authorized by the permit. The permittee shall be required to obtain a new permit and pay new permit fees before the permit activity may be resumed. Upon suspension of a temporary promotional activity permit, the temporary promotional activity permittee must close down the temporary promotional activities authorized by the permit until the suspension order is lifted. Suspension or revocation shall be effective immediately upon notice to the permittee. Notice to the permittee shall be deemed to be given when delivered to the permittee or to any person listed in the permit application as managing or supervising the temporary promotional activity or, if no such person appears to be on the site of the temporary promotional activity at the time of the issuance, to any other person who appears to be in control of the temporary promotional activity or who appears to be acting on the temporary promotional activity permittee's behalf.

SECTION FIVE: ENFORCEMENT AND PENALTIES.

- (a). It is prohibited and unlawful for any person to fail to comply with the requirements of this Ordinance.
- (b). The City may enforce the provisions of this Ordinance by any lawful means available to the City under the controlling provisions of State law and Section 1.8 of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (c). The penalties for violation of this Ordinance shall be as set forth in the code enforcement method asserted by the City under the *Code of Ordinances of the City of Daytona Beach Shores, Florida* or as may be available under the controlling provisions of State law.

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

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

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

RAYMOND BRANCH, CITY ATTORNEY

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

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



CITY COUNCIL AGENDA MEMORANDUM AUGUST 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion on creating a policy for councilmember activities

SYNOPSIS:

Mayor Miller requested this item be placed on the agenda. A policy was to be brought forward from former Attorney Groot to establish guidelines for council activities.

FISCAL IMPACT STATEMENT:

BACKGROUND:

At a council meeting on June 11, 2019 after a discussion was held on electronic communications between city councilmembers, a motion was made and approved to prohibit any councilmember from any activity that would affect the City Council and the City of Daytona Beach Shores. At the City Council meeting on July 9, 2019, during the approval of the minutes, it was decided that the statement was too broad in nature. Attorney Groot was to draft a policy to determine the terms a councilmember can act. Attorney Groot resigned before the policy was created.

LEGAL REVIEW:

The City Attorney drafted a proposed ordinance for discussion that strikes a balance between the free speech rights of council members and the need to prevent confusion to third parties as to whether an elected city official is speaking on behalf of the city or is speaking purely as a private citizen when communicating with others as to matters that may be of interest to the city.

RECOMMENDATION:

Review draft of ordinance and discuss.

SUGGESTED MOTION:

ATTACHMENT:

1. council minutes regarding activities
2. Ordinance - Activities of City Council members

F. Discussion regarding electronic written communications between City Councilmembers

CMBR Bryan began by asking the council if they had read his memo regarding electronic communications between councilmembers. They all responded yes. Mayor Miller felt it would be useful at times, but it goes against the Sunshine Law.

CMBRS Politis and Lindauer were not in favor of the idea. They believe all discussions should be held at public meetings. CMBR Frizalone agreed with them but stated that if the sunshine law would allow it, yes it would be helpful. CMBR Frizalone added that since it was against the law currently, he didn't want to spend anymore meeting time discussing it. CMBR Bryan advised that he would spend his own time on this. Attorney Groot cautioned him that he could not go out and lobby for this due to his status on the council. Audience member Van Alder felt it would be useful as a citizen to read a communication blog from the councilmembers. Don Large spoke and said a past councilmember went off on his own and it was disastrous. It implies that the entire council is behind you. At this point CMBR Bryan offered to provide Mr. Alder with advice on amending the sunshine law. Attorney Groot informed him that was not allowed either. He could not use a private citizen as a conduit.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to prohibit any councilmember from any activity that would affect the City Council and the City of Daytona Beach Shores.

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

Yes: Mayor Nancy Miller, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

No: Richard Bryan

COUNCIL COMMENTS:

CMBR Bryan for DBS to consider obtaining email addresses for condo managers (CAMs). In this way, an email could be sent to the condominium, that the manager could forward to all the residents. This would protect against spam emails and could reach more citizens. (The above would require approval of the Board for any given condo.) This would be particularly useful for emergency messages from Public Safety. Mayor Miller announced that the recent grand opening for the Van Alder dog park was a success. She thanked AB Taylor for all her hard work. She reminded the audience that tomorrow, June 12th is the next coffee with the Mayor. The Vice Mayor will be there in her place this month as she has another engagement. CMBR Lindauer spoke of a recent News Journal article asking for nominations for a hero from EMS personnel. He wanted to nominate the Public Safety Department and Stephan as Director. Director Dembinsky was honored to be considered but he explained that internally they were selecting an employee for the nomination. CMBR Politis acknowledged the work that CMBR Frizalone had done with the economic development incentives. CMBR Frizalone thanked city staff, Sandy Cook and Bryce Fremont for their assistance with the economic incentive package proposal.

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

CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

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

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

CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

ORDER OF BUSINESS

1. APPROVAL OF MINUTES

A. Minutes from June 11, 2019 City Council Meeting

Mayor Miller requested the City Attorney to explain that the motion made by CMBR. Politis under the discussion on electronic written communications, was too broad in nature. He will draft a policy that states when and on what terms a councilmember can act.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve the minutes from June 11, 2019.

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

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

B. Minutes from June 25, 2019 City Council Meeting

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve Minutes from June 25, 2019.

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

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

2. CONSENT AGENDA:

ORDINANCE 2020-__

**AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES,
FLORIDA RELATING TO CONDUCT OF MAYOR AND COUNCIL
MEMBERS WHEN COMMUNICATING WITH OTHERS ON A SUBJECT
THAT MAY BE OF INTEREST TO THE CITY; MAKING FINDINGS;
PROVIDING FOR CONFLICTS, SEVERABILITY; CODIFICATION AND
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Daytona Beach Shores (“City Council”) is the elected collegial body that is the legislative arm of the City of Daytona Beach Shores (“City”); and

WHEREAS, except as specifically set forth in the Charter or Ordinances of the City, no actions should be taken by the Mayor or any member of the City Council on behalf of the City unless approved by no less than a majority of the City Council members; and

WHEREAS, the Mayor and the individual members of the City Council retain their first amendment rights while holding the offices of Mayor or City Council member; provided, however, such rights can be subject to certain duties of disclosure to prevent issues that could cause confusion to third parties as to what matters expressed by the Mayor or City Council member are personal in viewpoint, versus other matters that are being expressed on behalf of the City and City Council; and

WHEREAS, in a community as small as Daytona Beach Shores, the status of the Mayor and City Council members as public officials is often known to members of the public, and the communication of personal views of the Mayor or City Council member may be misunderstood by persons receiving the communications to represent an official expression of the City and City Council even if the Mayor or City Council member does not identify himself or herself as the Mayor or a City Council member; and

WHEREAS, the City Council finds it to be in the best interests of the City and its residents, and necessary to protect the health, safety and welfare of the community, for this Ordinance to be adopted.

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance, and finds that same reflect the legislative intent of this Ordinance, and the same are hereby adopted, ratified and affirmed.

SECTION TWO: ADOPTION.

The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 2, entitled “Administration,” Article I, entitled “In General”, by creating a new Section 2-1.4, to be entitled “Conduct of mayor and council members when communicating with others” as follows:

CHAPTER 2 – ADMINISTRATION

ARTICLE I – IN GENERAL

Sec. 2-1.4. – Conduct of mayor and council members when communicating with others.

- (a) The Mayor and each individual Council Member shall have the right to communicate with any person or group as an individual about any matters whatsoever; provided, however, the following restrictions shall apply when communicating on a subject that may be of interest to the City when such communication is not taking place at a noticed City Council meeting. The Mayor or City Council Member must communicate clearly whether or not he/she is communicating on behalf of the City or City Council. Neither the Mayor, nor any City Council member, may indicate that he/she is communicating on behalf of the City or City Council unless a specific vote has been taken and passed by at least a majority of the City Council members present at the meeting authorizing the Mayor and/or a specific City Council member(s) to make such communication, unless such communication is specifically permitted under the Charter or Ordinances of the City of Daytona Beach Shores. If the Mayor or City Council member is communicating without the specific authorization of the City Council as provided herein, the Mayor or City Council member must specifically disclose that his/her opinions expressed are solely his/her personal opinions, and do not necessarily reflect the opinions of the City or the City Council.

- (b) Violations of this Section shall be deemed malfeasance in office.

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

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

SECTION FIVE: CODIFICATION. Section Two of this ordinance shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance to be consistent with the other sections of the *Code of Ordinances*.

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**
Approved as to form and legality:

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

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

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



**CITY COUNCIL AGENDA MEMORANDUM
AUGUST 25, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: City Manager Evaluation Summary

SYNOPSIS:

Per Resolution 2019-22 the City Manager's Annual Evaluation will be summarized and presented to Council.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The evaluation forms were given to the City Council on June 1 for completion. Councilmembers were instructed to return the forms by the end of the month and to meet with the City Manager for discussion. The forms were returned and they are attached to the agenda. The average score is 4.07 out of possible 5. The item is open for any further discussion.

LEGAL REVIEW:

The City Attorney has no legal comments regarding this item.

RECOMMENDATION:

not applicable

SUGGESTED MOTION:

There is no motion required.

ATTACHMENT:

1. cm evaluations 2020
2. Evaluation of the City Manager by Vice Mayor Bryan



City of Daytona Beach Shores

City Manager Performance Evaluation

City Manager's Name: Michael T. Booker

Council Member Name: Politis

Evaluation Period: June 1, 2019 to June 2, 2020

Evaluation Date: 6/9/2020

Evaluation Instructions:

This form shall be completed by each member of the Council to evaluate the City Manager's performance in each of the areas noted below. Each member of the Council shall sign at the end of the form and forward it to the City Clerk. Performance levels can be noted based on the following scale:

- | | |
|----------------------------|--|
| 5 – EXCELLENT: | The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations. |
| 4 – SUPERIOR: | The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies. |
| 3 – SATISFACTORY: | The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance. |
| 2 – FAIR: | The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance. |
| 1 – UNSATISFACTORY: | The incumbent frequently fails to meet minimum performance expectations. |

Timeline:

- City Manager evaluations are distributed June 1st to City Councilmembers
- By July 1st Councilmembers have completed the form and scheduled individual meetings
- Summary report is placed on Council Agenda in August

Performance Dimensions:

1. Professional Skills and Expertise		Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	<u>5</u>	of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	<u>5</u>	of 5
c. Anticipates problems and develops effective approaches for solving them.	<u>5</u>	of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	<u>5</u>	of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

2. Council Relations		Rating:
a. Carries out directives of the Board as a whole rather than those of any one Board member.	<u>5</u>	of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.	<u>5</u>	of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	<u>5</u>	of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	<u>5</u>	of 5
e. Is willing to try new ideas proposed by Board members.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:	<i>Michael continues to impress. We are fortunate to have him run the City.</i>	

3. Citizen and Public Relations		Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	<u>5</u>	of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	<u>5</u>	of 5
c. Demonstrates a dedication to service to the community and its citizens.	<u>5</u>	of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	<u>5</u>	of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

4. Policy Execution		Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	<u>5</u>	of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.	<u>5</u>	of 5
c. Implements Board actions in accordance with the intent of the Board.	<u>5</u>	of 5
d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	<u>5</u>	of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

5. Intergovernmental Relations		Rating:
a. Promotes a positive working relationship with other governmental entities.	<u>5</u>	of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	<u>5</u>	of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	<u>5</u>	of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	<u>5</u>	of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

6. Staffing and Management		Rating:
a. Recruits and retains competent personnel for City positions.	<u>5</u>	of 5
b. Is aware of staff weaknesses and works to improve their performance.	<u>5</u>	of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	<u>5</u>	of 5
d. Stays accurately informed and concerned about employee relations.	<u>5</u>	of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

		Rating:
7. Fiscal Management		
a. Prepares a balanced budget to provide services at a level directed by the Board.		<u>5</u> of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.		<u>5</u> of 5
c. Prepares the budget in an intelligent but readable format.		<u>5</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.		<u>5</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.		<u>5</u> of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

8. Planning and Organizational Development		Rating:
a. Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.		<u>5</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.		<u>5</u> of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.		<u>5</u> of 5
d. Has a capacity for and encourages innovation.		<u>5</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.		<u>5</u> of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

9. Leadership and Decision-Making		Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	<u>5</u>	of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	<u>5</u>	of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	<u>5</u>	of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	<u>5</u>	of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

10. Individual Characteristics		Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	<u>5</u>	of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	<u>5</u>	of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	<u>5</u>	of 5
d. Has the capacity to listen to others and to recognize their interests.	<u>5</u>	of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>25</u> of 25
Comments:		

Summary:

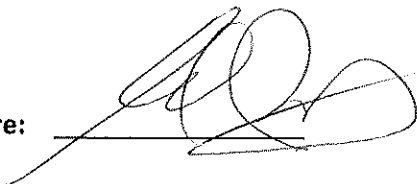
Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	_____	of 25
2. Council/Commission Relations	_____	of 25
3. Citizen and Public Relations	_____	of 25
4. Policy Execution	_____	of 25
5. Intergovernmental Relations	_____	of 25
6. Staffing and Management	_____	of 25
7. Fiscal Management	_____	of 25
8. Planning and Organizational Development	_____	of 25
9. Leadership and Decision-Making	_____	of 25
10. Individual Characteristics	_____	of 25

Total Score: 250 of 250

Divide by 50 (total number of metrics)

Total Average Rating: 5 **of 5**

Evaluator's Signature: _____



Date: _____

6/9/20



City of Daytona Beach Shores

City Manager Performance Evaluation

City Manager's Name: Michael T. Booker

Council Member Name: Miller

Evaluation Period: June 1, 2019 to June 2, 2020

Evaluation Date: 6/17/2020

Evaluation Instructions:

This form shall be completed by each member of the Council to evaluate the City Manager's performance in each of the areas noted below. Each member of the Council shall sign at the end of the form and forward it to the City Clerk. Performance levels can be noted based on the following scale:

- | | |
|----------------------------|--|
| 5 – EXCELLENT: | The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations. |
| 4 – SUPERIOR: | The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies. |
| 3 – SATISFACTORY: | The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance. |
| 2 – FAIR: | The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance. |
| 1 – UNSATISFACTORY: | The incumbent frequently fails to meet minimum performance expectations. |

Timeline:

- City Manager evaluations are distributed June 1st to City Councilmembers
- By July 1st Councilmembers have completed the form and scheduled individual meetings
- Summary report is placed on Council Agenda in August

Performance Dimensions:

1. Professional Skills and Expertise		Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.		_____ 5 of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.		_____ 4 of 5
c. Anticipates problems and develops effective approaches for solving them.		_____ 4 of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.		_____ 4 of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.		_____ 4 of 5
Total Rating for this Performance Dimension:		_____ 21 of 25
Comments:		

2. Council Relations		Rating:
a. Carries out directives of the Board as a whole rather than those of any one Board member.		_____ 4 of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.		_____ 4 of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.		_____ 4 of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.		_____ of 5
e. Is willing to try new ideas proposed by Board members.		_____ 5 of 5
Total Rating for this Performance Dimension:		_____ 22 of 25
Comments:	➤ Mike has supported all ordinance and resolution changes passed by City Council. Dog Park implementation, Bocce Court Move, Additional Tennis Court, Economic Development. Delegates to appropriate staff member to implement. ➤ Full support of Halifax Urgent Care, attend initial meeting and continues to work with Halifax representative.	

3. Citizen and Public Relations		Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.		<u>4</u> of 5
b. Is willing to meet with members of the community and is responsive to their concerns.		<u>5</u> of 5
c. Demonstrates a dedication to service to the community and its citizens.		<u>4</u> of 5
d. Expresses information orally in a clear and concise manner when making public presentations.		<u>5</u> of 5
e. Is skillful with the news media, proactively providing information that is important to the public.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>23</u> of 25
Comments:	➤ Census-developed an aggressive plan to improve census results included Condo/HOA meetings involving citizens. ➤ Supports military by holding annual Armed Forces Day where he includes and recognizes residents as he recognizes military personal ➤ Listened to majority of our Shores Residents in support of Veterans Memorial Park. Presented an eloquent speech at dedication. ➤ Responds when approached by media and supports promoting city position on topic in a positive light.	

4. Policy Execution		Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.		<u>4</u> of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.		<u>4</u> of 5
c. Implements Board actions in accordance with the intent of the Board.		<u>4</u> of 5
d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.		<u>4</u> of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>20</u> of 25

Comments:	➤ Executes approved ordinances/resolutions with staff to assign appropriate resource to implement board requests
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5. Intergovernmental Relations		Rating:
a. Promotes a positive working relationship with other governmental entities.		<u>3</u> of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.		<u>3</u> of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.		<u>3</u> of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.		<u>4</u> of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>17</u> of 25
Comments:	➤ Great improvement in county relationship. • Attending Roundtable meetings • Meeting with County Council Representative • Participate in weekly city manager calls ▪ Continue to work on building county/city relationships	

6. Staffing and Management		Rating:
a. Recruits and retains competent personnel for City positions.		<u>5</u> of 5
b. Is aware of staff weaknesses and works to improve their performance.		<u>3</u> of 5
c. Promotes training and development opportunities for employees at all levels of the organization.		<u>4</u> of 5
d. Stays accurately informed and concerned about employee relations.		<u>4</u> of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.		<u>4</u> of 5

Total Rating for this Performance Dimension: <u>20</u> of 25	
Comments:	➤ Has recruited a very competent staff that is proactive and makes quality decisions ➤ Is available to direct reports to provide guidance when necessary ▪ Become more aware on employee issues and act quickly to resolve those issues. Act as decision maker in difficult decisions.

Rating:	
7. Fiscal Management	
a. Prepares a balanced budget to provide services at a level directed by the Board.	<u>4</u> of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	<u>5</u> of 5
c. Prepares the budget in an intelligent but readable format.	<u>4</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	<u>5</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	<u>4</u> of 5
Total Rating for this Performance Dimension: <u>22</u> of 25	
Comments:	➤ City is fiscally very sound. Budgets are discussed timely and present to City Council and residents ➤ Wise decision making in how funds are spent ▪ Review format of budget presentation to ensure accurate information is present to be understood by residents.

Rating:	
8. Planning and Organizational Development	
a. Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	<u>4</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	<u>4</u> of 5

c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	<u>4</u> of 5
d. Has a capacity for and encourages innovation.	<u>4</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	<u>4</u> of 5
Total Rating for this Performance Dimension: <u>20</u> of 25	
Comments:	➤ Prioritizes goals in order of importance, implantation timelines. ➤ Makes quality decisions based on his experience and understanding needs and demographic make up of city.

9. Leadership and Decision-Making		Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.		_____5 of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.		_____5 of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.		_____4 of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.		_____4 of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.		_____4 of 5
Total Rating for this Performance Dimension:		_____22 of 25
Comments:	➤ Accepts feedback graciously. As city leader accepted expectation of a report to share at council meetings with members and staff. Has consistently had a prepared report detailing city activities. ➤ Conducted an unpopular decision (moving bocce courts) and presented ideas to bocce community. Committed to them a fully function court before tennis court construction. Although may received pressure, Mike has held firm to this commitment. ➤ Give staff members credit for ideas, and shows appreciation for work they have accomplished.	

10. Individual Characteristics		Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.		_____5 of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.		_____5 of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.		4 _____ of 5
d. Has the capacity to listen to others and to recognize their interests.		_____5 of 5
e. Avoids political positions, partisanship, and unnecessary controversy.		_____4 of 5
Total Rating for this Performance Dimension:		_____23 of 25

Comments:	➤ Relies on legal council in determining best course of action in questionable circumstances ➤ Listens to concerns of others in a professional manner. ➤ On time for every meeting, phone call. Returns calls consistently in a timely manner. ➤ As a new Mayor I appreciate the manner that Mike has treated me with respect, listened to my ideas, provided his experience to a first time Mayor, and recognized my position.
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Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	<u>21</u>	of 25
2. Council/Commission Relations	<u>22</u>	of 25
3. Citizen and Public Relations	<u>23</u>	of 25
4. Policy Execution	<u>20</u>	of 25
5. Intergovernmental Relations	<u>17</u>	of 25
6. Staffing and Management	<u>20</u>	of 25
7. Fiscal Management	<u>22</u>	of 25
8. Planning and Organizational Development	<u>20</u>	of 25
9. Leadership and Decision-Making	<u>22</u>	of 25
10. Individual Characteristics	<u>23</u>	of 25

Total Score: of 250

21
9

Divide by 50 (total number of metrics)

Total Average Rating:

of 5

4.
38

Evaluator's Signature:

Nancy J. Miller

Date:

June 18, 2020



City of Daytona Beach Shores

City Manager Performance Evaluation

City Manager's Name: Michael T. Booker

Council Member Name: Frisolone

Evaluation Period: June 1, 2019 to June 2, 2020

Evaluation Date: 6/12/2020

Evaluation Instructions:

This form shall be completed by each member of the Council to evaluate the City Manager's performance in each of the areas noted below. Each member of the Council shall sign at the end of the form and forward it to the City Clerk. Performance levels can be noted based on the following scale:

- | | |
|----------------------------|--|
| 5 – EXCELLENT: | The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations. |
| 4 – SUPERIOR: | The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies. |
| 3 – SATISFACTORY: | The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance. |
| 2 – FAIR: | The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance. |
| 1 – UNSATISFACTORY: | The incumbent frequently fails to meet minimum performance expectations. |

Timeline:

- City Manager evaluations are distributed June 1st to City Councilmembers
- By July 1st Councilmembers have completed the form and scheduled individual meetings
- Summary report is placed on Council Agenda in August

Performance Dimensions:

1. Professional Skills and Expertise		Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.		<u>4</u> of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.		<u>4</u> of 5
c. Anticipates problems and develops effective approaches for solving them.		<u>4</u> of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.		<u>5</u> of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.		<u>5</u> of 5
Total Rating for this Performance Dimension:		<u>22</u> of 25
Comments:		

2. Council Relations		Rating:
a. Carries out directives of the Board as a whole rather than those of any one Board member.		<u>5</u> of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.		<u>4</u> of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.		<u>5</u> of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.		<u>4</u> of 5
e. Is willing to try new ideas proposed by Board members.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>22</u> of 25
Comments:		

3. Citizen and Public Relations		Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.		<u>4</u> of 5
b. Is willing to meet with members of the community and is responsive to their concerns.		<u>5</u> of 5
c. Demonstrates a dedication to service to the community and its citizens.		<u>5</u> of 5
d. Expresses information orally in a clear and concise manner when making public presentations.		<u>5</u> of 5
e. Is skillful with the news media, proactively providing information that is important to the public.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>23</u> of 25
Comments:		

4. Policy Execution		Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.		<u>4</u> of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.		<u>4</u> of 5
c. Implements Board actions in accordance with the intent of the Board.		<u>4</u> of 5
d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.		<u>5</u> of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>21</u> of 25
Comments:		

5. Intergovernmental Relations		Rating:
a. Promotes a positive working relationship with other governmental entities.		<u>3</u> of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.		<u>3</u> of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.		<u>3</u> of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.		<u>4</u> of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.		<u>3</u> of 5
Total Rating for this Performance Dimension:		<u>16</u> of 25
Comments:		

6. Staffing and Management		Rating:
a. Recruits and retains competent personnel for City positions.		<u>5</u> of 5
b. Is aware of staff weaknesses and works to improve their performance.		<u>4</u> of 5
c. Promotes training and development opportunities for employees at all levels of the organization.		<u>5</u> of 5
d. Stays accurately informed and concerned about employee relations.		<u>5</u> of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.		<u>5</u> of 5
Total Rating for this Performance Dimension:		<u>24</u> of 25
Comments:		

		Rating:
7. Fiscal Management		
a. Prepares a balanced budget to provide services at a level directed by the Board:		<u>4</u> of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.		<u>4</u> of 5
c. Prepares the budget in an intelligent but readable format.		<u>4</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.		<u>5</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>21</u> of 25
Comments:		

8. Planning and Organizational Development		Rating:
a. Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.		<u>4</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.		<u>4</u> of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.		<u>5</u> of 5
d. Has a capacity for and encourages innovation.		<u>5</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u>22</u> of 25
Comments:		

9. Leadership and Decision-Making		Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	<u>5</u>	of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	<u>5</u>	of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	<u>4</u>	of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	<u>5</u>	of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>24</u> of 25
Comments:		

10. Individual Characteristics		Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	<u>5</u>	of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	<u>4</u>	of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	<u>5</u>	of 5
d. Has the capacity to listen to others and to recognize their interests.	<u>5</u>	of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	<u>5</u>	of 5
Total Rating for this Performance Dimension:		<u>24</u> of 25
Comments:		

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	<u>22</u>	of 25
2. Council/Commission Relations	<u>22</u>	of 25
3. Citizen and Public Relations	<u>23</u>	of 25
4. Policy Execution	<u>21</u>	of 25
5. Intergovernmental Relations	<u>16</u>	of 25
6. Staffing and Management	<u>24</u>	of 25
7. Fiscal Management	<u>21</u>	of 25
8. Planning and Organizational Development	<u>22</u>	of 25
9. Leadership and Decision-Making	<u>24</u>	of 25
10. Individual Characteristics	<u>24</u>	of 25

Total Score: 219 of 250

Divide by 50 (total number of metrics)

Total Average Rating: 4.38 of 5

Evaluator's Signature:

R. F. J. J. J.

Date:

6/12/2020



City of Daytona Beach Shores

City Manager Performance Evaluation

City Manager's Name: Michael T. Booker

Council Member Name: MEL LINDAUER

Evaluation Period: June 1, 2019 to June 2, 2020

Evaluation Date: 6-15-2020

Evaluation Instructions:

This form shall be completed by each member of the Council to evaluate the City Manager's performance in each of the areas noted below. Each member of the Council shall sign at the end of the form and forward it to the City Clerk. Performance levels can be noted based on the following scale:

- | | |
|----------------------------|--|
| 5 – EXCELLENT: | The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations. |
| 4 – SUPERIOR: | The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies. |
| 3 – SATISFACTORY: | The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance. |
| 2 – FAIR: | The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance. |
| 1 – UNSATISFACTORY: | The incumbent frequently fails to meet minimum performance expectations. |

Timeline:

- City Manager evaluations are distributed June 1st to City Councilmembers
- By July 1st Councilmembers have completed the form and scheduled individual meetings
- Summary report is placed on Council Agenda in August

Performance Dimensions:

1. Professional Skills and Expertise		Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.		<u>4</u> of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.		<u>4</u> of 5
c. Anticipates problems and develops effective approaches for solving them.		<u>—</u> of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.		<u>—</u> of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u> </u> of 25
Comments:	12 of 15	

2. Council Relations		Rating:
a. Carries out directives of the Board as a whole rather than those of any one Board member.		<u>4</u> of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.		<u>4</u> of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.		<u>4</u> of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.		<u>4</u> of 5
e. Is willing to try new ideas proposed by Board members.		<u>4</u> of 5
Total Rating for this Performance Dimension:		<u> </u> of 25
Comments:	20 / 25	

3. Citizen and Public Relations		Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	—	of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	—	of 5
c. Demonstrates a dedication to service to the community and its citizens.	4	of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	4	of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	—	of 5
Total Rating for this Performance Dimension:		— of 25
Comments:	8/10	

4. Policy Execution		Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	4	of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.	—	of 5
c. Implements Board actions in accordance with the intent of the Board.	4	of 5
d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	—	of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.	—	of 5
Total Rating for this Performance Dimension:		— of 25
Comments:	8/10	

5. Intergovernmental Relations		Rating:
a. Promotes a positive working relationship with other governmental entities.	—	of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	—	of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	—	of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	—	of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	—	of 5
Total Rating for this Performance Dimension:		— of 25
Comments:		

6. Staffing and Management		Rating:
a. Recruits and retains competent personnel for City positions.	5	of 5
b. Is aware of staff weaknesses and works to improve their performance.	—	of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	—	of 5
d. Stays accurately informed and concerned about employee relations.	—	of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	—	of 5
Total Rating for this Performance Dimension:		— of 25
Comments:	5/5	

		Rating:
7. Fiscal Management		
a. Prepares a balanced budget to provide services at a level directed by the Board:		<u>4</u> of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.		<u>4</u> of 5
c. Prepares the budget in an intelligent but readable format.		<u>4</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.		<u>4</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.		<u>—</u> of 5
Total Rating for this Performance Dimension:		<u> </u> of 25
Comments:	16/20	

		Rating:
8. Planning and Organizational Development		
a. Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.		<u>4</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.		<u>—</u> of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.		<u>4</u> of 5
d. Has a capacity for and encourages innovation.		<u>—</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.		<u>—</u> of 5
Total Rating for this Performance Dimension:		<u> </u> of 25
Comments:	8/10	

9. Leadership and Decision-Making		Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	—	of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	—	of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	—	of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	—	of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	4	of 5
Total Rating for this Performance Dimension:		— of 25
Comments:	4/5	

10. Individual Characteristics		Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	5	of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	—	of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	4	of 5
d. Has the capacity to listen to others and to recognize their interests.	—	of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	—	of 5
Total Rating for this Performance Dimension:		— of 25
Comments:	9/10	

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	<u>4</u>	of 25 12/15
2. Council/Commission Relations	<u>4</u>	of 25 20/25
3. Citizen and Public Relations	<u>—</u>	of 25 8/10
4. Policy Execution	<u>4</u>	of 25 8/10
5. Intergovernmental Relations	<u>—</u>	of 25
6. Staffing and Management	<u>5</u>	of 25 5/5
7. Fiscal Management	<u>4</u>	of 25 16/20
8. Planning and Organizational Development	<u>4</u>	of 25 8/10
9. Leadership and Decision-Making	<u>4</u>	of 25 4/5
10. Individual Characteristics	<u>—</u>	of 25 9/10

Total Score: of 250 90/110

Divide by 50 (total number of metrics)

Total Average Rating: 4.09 of 5

Evaluator's Signature: 

Date: 6/24/20

Evaluation of the City Manager- general statements

As communicated at the last City Council Meeting (14 July 2020), I believe that the following are succinct and accurate high-level job descriptions of the City Manager and City Council:

City Manager – Implement the Services (in both quality and quantity) that are deemed appropriate by the City Council in the most cost-effective manner possible.

City Council – Assign to the City Manager the implementation of Services (in both quality and quantity) that the City Council deems appropriate. Ensure that those Services (in both quality and quantity) are implemented by the City Manager (CM). Ensure that the implementations are done in the most cost-effective manner possible.

In general, I believe that services provided to DBS have been delivered to the satisfaction of some of the residents. However, there is a lack of measurable objectives to actually determine the quality and quantity of the major services deemed appropriate by the City Council. Some services that I think should have been provided are:

A significant increase in the Community Center hours (pre Covid).

A better way to get messages (particularly emergency messages) to most of the people in DBS in a timely manner.

A way to poll people in DBS to get citizen feedback that is representative of the majority of DBS citizens.

The CM believes that most people are happy with the DBS services. Although most people likely don't even know the name of the City Manager or the Mayor, I have no evidence to dispute that most people are happy since the current Mayor was elected. However, in my opinion, the current Mayor would not have been elected by a landslide if most people had been happy with the way DBS was being run by the CM and the previous Mayor.

In order to determine cost effectiveness, we lack the data to make a make an objective judgement on the cost effectiveness of providing various services. In general, the type of data needed is an “apples to apples” comparison with other cities. In general, some of the components that go into being most cost effective are the “right sizing” of the labor force, minimizing the cost of purchased goods and services (without sacrificing quality), and maximizing the ROI on reserves and minimizing debt service costs.

With regard to purchased goods and services, when DBS receives only one bid, I think there should be a concerted effort to find out why and, unless there is a very good reason why, there should be another bidding process. I don't think the best job has been done in this regard.

With regard to maximizing ROI on reserves and minimizing debt service costs, I think alternatives for improving ROI on reserves and minimizing debt service costs should have been considered and analyzed and presented to the City Council long ago and certainly at least near the beginning of the evaluation year. I had asked for such an analysis in 2017, but was rebuffed by the CM. Although 2017 was before the evaluation year, the idea of paying down the debt should not have been a novel

idea in 2019 and 2020. At my insistence, an analysis was finally done recently that showed a savings of almost \$900,000 if the DBS debt were paid off by some of the large amount of cash that DBS has in reserve. Much more savings could have been realized if DBS started paying off some of the debt early in this fiscal year (and even earlier than that).

Even though, as a City Council, we have been remiss (in my opinion) in not demanding data to determine cost effectiveness, I think it is still the CM's responsibility to be cost effective and to provide supporting data to show cost effectiveness. With regard to providing data to show cost effectiveness, not much, if anything, has been done in this regard.

I reviewed all of the CM's evaluations of his direct reports some of which go back 2 decades. I did not see any measurable objectives that would allow for objective (as opposed to subjective) evaluation. Almost without exception everyone was given a 5 in all categories. Although the forms specifically asked for noting specific weaknesses, there was no constructive criticism given. I think the evaluations should have been much better for the above reasons.

With regard to the CM's contract, the compensation is based on the average of CM's compensations in various other cities most of which are much larger and more complex than DBS and does not depend on the performance of the DBS CM. Furthermore, his compensation cannot be reduced even if the above-mentioned average is reduced. In my opinion, most objective people with even a rudimentary knowledge of management principles would agree that such a contract is not appropriate and not in the best interests of DBS. I hope the current City Council would never consider a contract for a CM with the above elements. I believe this is a case where the CM's personal interest is in conflict with the best interests of DBS. The compensation of a DBS CM should be based on the size and complexity of the job and on the his/her performance. The existence of the current contract with the CM makes this evaluation process somewhat irrelevant since the results of the evaluation have no effect on the CM compensation.

I think the CM should know or should ask whether any action he takes or recommends is not consistent with the Charter and/or State Statutes. There are at least two actions in the past year that he has recommended or participated in that are not consistent with the Charter and/or State Statutes (as judged by the then City Attorney). One of them was the evaluation of the City Manager which was done without a public meeting which the City Attorney said was required. That practice has gone on for many years. The other involved nepotism which the then City Attorney (CA) said was not allowed by state statute. From what I know about the interactions between the CM and the CA over these and possibly other issues, the matters were not handled professionally by the CM (and maybe not by the CA but the CA is not under evaluation since he resigned over these and possibly other matters).

Suggested next year's focus

The existing evaluation form focusses almost exclusively on characteristics of the CM with almost no focus on results. Such results should be objectively measurable. The evaluation of the characteristics

is very subjective. Even if the evaluation of characteristics were objective, it is possible for a CM to have a high rating on characteristics and a low rating on results.

Since cost-effectiveness is an extremely important part of the jobs of the CM and the City Council, I think that is one of the main things we should focus on in the coming year. Although I consider this focus more important than the evaluation procedure, I am providing a suggested procedure for next year's evaluation

Suggested next year's evaluation procedure

Since each Council Member has a different set of facts on which to base an evaluation, I believe it would be useful to have a meeting to air all of the relevant facts before filling out the hopefully revised evaluation form. It would be preferable to do that in a private meeting, but if that is not possible, it can be done in a public meeting.

Below are the high-level steps for CM evaluation that were recommended by the FL City and County Managers Association at their 2017 annual meeting. I think we should seriously consider following them:

- 1) Review & discuss the performance instrument to be used with the Council [and City Manager] to ensure it meets the needs of both parties
- 2) Ensure that the Council has adopted an organizational Vision, Mission, Goals and Objectives that can be **objectively tracked** to determine progress/success as part of the performance review process.
- 3) Completion of a self-evaluation, providing elected officials the process by which he/she pursued organizational and individual goals, and the perceptions of both the Manager and stakeholders of his/her success or failure in meeting those goals during the review period.
- 4) Written compilation of individual & organizational accomplishments and challenges faced during the entire evaluation period to minimize the risk of Council focusing on whatever the most recent controversy, agenda item, or news story immediately preceded the Manager's performance review.
- 5) A listing of recommended goals, objectives and strategies that can serve as the foundation for discussion with the Council to establish agreed-upon desired outcomes for the subsequent review period.



City of Daytona Beach Shores

City Manager Performance Evaluation

City Manager's Name: Michael T. Booker

Council Member Name: Richard Bryan

Evaluation Period: June 1, 2019 to June 2, 2020

Evaluation Date: 3 August 2020

Evaluation Instructions:

This form shall be completed by each member of the Council to evaluate the City Manager's performance in each of the areas noted below. Each member of the Council shall sign at the end of the form and forward it to the City Clerk. Performance levels can be noted based on the following scale:

- | | |
|----------------------------|--|
| 5 – EXCELLENT: | The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations. |
| 4 – SUPERIOR: | The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies. |
| 3 – SATISFACTORY: | The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance. |
| 2 – FAIR: | The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance. |
| 1 – UNSATISFACTORY: | The incumbent frequently fails to meet minimum performance expectations. |

Timeline:

- City Manager evaluations are distributed June 1st to City Councilmembers
- By July 1st Councilmembers have completed the form and scheduled individual meetings
- Summary report is placed on Council Agenda in August

Performance Dimensions:

1. Professional Skills and Expertise		Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.		<u>2</u> of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.		<u>2</u> of 5
c. Anticipates problems and develops effective approaches for solving them.		<u>3</u> of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.		<u>?</u> of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.		<u>3</u> of 5
Total Rating for this Performance Dimension:		<u>10</u> of 20
Comments:	See comments at the beginning of the evaluation.	

2. Council Relations		Rating:
a. Carries out directives of the Board as a whole rather than those of any one Board member.		<u>3</u> of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.		<u>1</u> of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.		<u>3</u> of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.		<u>3</u> of 5
e. Is willing to try new ideas proposed by Board members.		<u>1</u> of 5
Total Rating for this Performance Dimension:		<u>11</u> of 25
Comments:	See comments at the beginning of the evaluation.	

3. Citizen and Public Relations		Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.		<u>1</u> of 5
b. Is willing to meet with members of the community and is responsive to their concerns.		<u>3</u> of 5
c. Demonstrates a dedication to service to the community and its citizens.		<u>3</u> of 5
d. Expresses information orally in a clear and concise manner when making public presentations.		<u>2</u> of 5
e. Is skillful with the news media, proactively providing information that is important to the public.		<u>3</u> of 5
Total Rating for this Performance Dimension:		<u>12</u> of 25
Comments:	See comments at the beginning of the evaluation.	

4. Policy Execution		Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.		<u>3</u> of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.		<u>3</u> of 5
c. Implements Board actions in accordance with the intent of the Board.		<u>3</u> of 5
d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.		<u>4</u> of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.		<u>3</u> of 5
Total Rating for this Performance Dimension:		<u>16</u> of 25
Comments:	See comments at the beginning of the evaluation.	

5. Intergovernmental Relations		Rating:
a. Promotes a positive working relationship with other governmental entities.		<u>2</u> of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.		<u>2</u> of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.		<u>3</u> of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.		<u>?</u> of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.		<u>?</u> of 5
Total Rating for this Performance Dimension:		<u>7</u> of 15
Comments:	See comments at the beginning of the evaluation.	

6. Staffing and Management		Rating:
a. Recruits and retains competent personnel for City positions.		<u>4</u> of 5
b. Is aware of staff weaknesses and works to improve their performance.		<u>2</u> of 5
c. Promotes training and development opportunities for employees at all levels of the organization.		<u>3</u> of 5
d. Stays accurately informed and concerned about employee relations.		<u>?</u> of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.		<u>?</u> of 5
Total Rating for this Performance Dimension:		<u>9</u> of 15
Comments:	See comments at the beginning of the evaluation.	

7. Fiscal Management		Rating:
a. Prepares a balanced budget to provide services at a level directed by the Board.		<u>4</u> of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.		<u>1</u> of 5
c. Prepares the budget in an intelligent but readable format.		<u>3</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.		<u>2</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.		<u>1</u> of 5
Total Rating for this Performance Dimension:		<u>11</u> of 25
Comments:	See comments at the beginning of the evaluation.	

8. Planning and Organizational Development		Rating:
a. Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.		<u>2</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.		<u>2</u> of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.		<u>2</u> of 5
d. Has a capacity for and encourages innovation.		<u>2</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.		<u>?</u> of 5
Total Rating for this Performance Dimension:		<u>8</u> of 20
Comments:	See comments at the beginning of the evaluation.	

9. Leadership and Decision-Making		Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.		<u>1</u> of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.		<u>4</u> of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.		<u>2</u> of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.		<u>2</u> of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.		<u>3</u> of 5
Total Rating for this Performance Dimension:		<u>12</u> of 25
Comments:	See comments at the beginning of the evaluation.	

10. Individual Characteristics		Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.		<u>3</u> of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.		<u>1</u> of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.		<u>2</u> of 5
d. Has the capacity to listen to others and to recognize their interests.		<u>2</u> of 5
e. Avoids political positions, partisanship, and unnecessary controversy.		<u>2</u> of 5
Total Rating for this Performance Dimension:		<u>10</u> of 25
Comments:	See comments at the beginning of the evaluation.	

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	<u>10</u>	<i>of 20</i>
2. Council/Commission Relations	<u>11</u>	<i>of 25</i>
3. Citizen and Public Relations	<u>12</u>	<i>of 25</i>
4. Policy Execution	<u>16</u>	<i>of 25</i>
5. Intergovernmental Relations	<u>7</u>	<i>of 15</i>
6. Staffing and Management	<u>9</u>	<i>of 15</i>
7. Fiscal Management	<u>11</u>	<i>of 25</i>
8. Planning and Organizational Development	<u>8</u>	<i>of 20</i>
9. Leadership and Decision-Making	<u>12</u>	<i>of 25</i>
10. Individual Characteristics	<u>10</u>	<i>of 25</i>

Total Score: 106 of 220

Divide by 44 (total number of metrics)

Total Average Rating: 2.4 *of 5*

Evaluator's Signature: RHB

Date: 3 August 2020



**CITY COUNCIL AGENDA MEMORANDUM
AUGUST 25, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Citizen Petition to Discuss health, safety and welfare of the citizens in relating to the COVID-19 pandemic

SYNOPSIS:

The petition was received by the City Clerk to add the item to the agenda.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

This petition was filed pursuant to Section 2-3 of the City Code which provides: "Any citizen desiring to submit a petition to the city council for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city council in order for such petition to be considered by the city council."

RECOMMENDATION:

No recommendation is needed at this time.

SUGGESTED MOTION:

Item is for discussion purposes only.

ATTACHMENT: 1. Executed Petition-7-31-20 (003)

IN RE: THE HEALTH, SAFETY AND WELFARE OF
THE CITIZENS OF THE CITY OF DAYTONA
BEACH SHORES

PETITION TO THE CITY COUNCIL

COMES NOW, the undersigned petitions the City Council and states as follows:

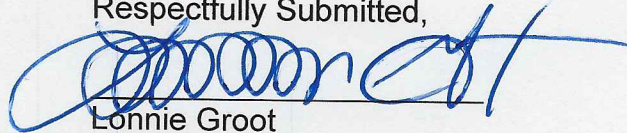
(1). Section 2-3 of the *City Code* relates to the filing of petitions with the City Council and restricts the time within which petitions may be filed stating that “[a]ny citizen desiring to submit a petition to the City Council for consideration must file such petition with the City Clerk at the City Hall three or more days prior to the meeting of the City Council in order for such petition to be considered by the City Council.” In furtherance of that provision, Section 2-4 of the *City Code* states that “[a]ny petition that is not submitted and filed as required by Section 2-3 will not be considered by the City Council and will be carried over until the next regular meeting of the City Council.”

(2). This Petition is timely in all respects.

(3). The undersigned submits this petition to discuss before the City Council. At its meeting of August 11, 2020, the health, safety and welfare of the citizens of the City of Daytona Beach Shores in relating to the COVID-19 pandemic.

DATED, this 31st day of July, 2020.

Respectfully Submitted,



Lonnie Groot

Board Certified by The Florida Bar in
City, County and Local Government Law
3047 South Atlantic Avenue, Suite 1103
Daytona Beach Shores, Florida 32118