



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA

NOTICE OF IN PERSON AND VIRTUAL CITY COUNCIL MEETING

[IN PERSON ATTENDANCE BY THE PUBLIC WILL BE ALLOWED AT THIS MEETING.]

September 22, 2020, 6:00 P.M.

The City Council of the City of Daytona Beach Shores, Florida, will be holding an in-person and virtual city council meeting on September 22, 2020 at 6:00 p.m. While attendance in-person by the general public will be allowed, the meeting will also feature a virtual meeting in which members of the public may attend by telephone or 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 the option of participating in the meeting from home so as to avoid unnecessary contact with others.

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 City Council meeting, although it is expected that City Council members will attend in-person. 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 if they would prefer not to attend in-person. 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 #: 852 6555 9681

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>

1. CALL TO ORDER BY MAYOR

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

- A. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.
- B. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

- A. City Council Minutes September 9, 2020

7. CONSENT AGENDA:

- A. Public Safety August monthly report
- B. Community Services August 2020 monthly Report
- C. Building Division August 2020 monthly Report
- D. August Financial Report

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report 9/22

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report September 22, 2020

10. OLD BUSINESS:

- A. Ordinance 2020-10: Amendment to Shores 109, LLC - City of Daytona Beach Shores Development Agreement

11. NEW BUSINESS:

- A. Ordinance 2020-12: Land Development Code Amendment Relating To Expansion of Non-Conforming Single-Family Residential Uses/Structures
- B. Bank of America Bond Pre-payment Resolution
- C. Economic Development Grant Application 12020025: Smith & Juice, LLC - Go Juice
- D. Appointment of Board Member to Planning & Zoning Board for three year term
- E. Discussion on issuing RFP for sale of 136 Beachcomber property.

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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 September 22, 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.

RESOLUTION 2020-11

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Daytona Beach Shores of Volusia County, Florida, on September 22, 2020, adopted a Fiscal year 2020-2021 final millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Daytona Beach Shores of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Volusia County has been certified by the County Property Appraiser to the City of Daytona Beach Shores as \$1,725,535,178.

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

SECTION 1. OPERATING MILLAGE. The FY 20220-2021 operating millage is 5.0476 mills, which is rolled-back rate.

SECTION 2. DEBT SERVICE MAILLAGE The voted debt service millage is 1.7350 mills.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY ADOPTED at a public hearing this 22nd Day of September, 2020

Time Adopted _____ PM

CITY OF DAYTONA BEACH SHORES, FL

MAYOR, NANCY MILLER

Attest:

CITY MANAGER

MICHAEL T. BOOKER

CITY CLERK

CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, GRETCHEN “BECKY” VOSE

Passed and adopted on first reading this 22ND day of September 2020.

RESOLUTION 2020-12

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores of Volusia County Florida, on September 22nd, 2020, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Daytona Beach Shores of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2020-2021 in the amount of \$25,860,100.

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

SECTION 1. FINAL BUDGET ADOPTION. The Fiscal Year 2020-2021 Final Budget be adopted as attached.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 22nd Day of September 2020

Time Adopted _____ PM

CITY OF DAYTONA BEACH SHORES, FL

MAYOR NANCY MILLER

Attest:

CITY MANAGER

MICHAEL T. BOOKER

CITY CLERK

CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, GRETCHEN “BECKY” VOSE

Passed and adopted on first reading this 22nd day of September 2020.

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
GENERAL FUND FUNCTIONAL SUMMARY**

Account Description	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
Non-Voted Ad-Valorem Taxes*	8,021,750	8,374,700	8,399,000	24,300
Business & Communication Taxes	1,215,913	1,191,000	1,186,900	(4,100)
Voter Approved Taxes*	2,822,101	2,879,200	2,888,500	9,300
Franchise Fees & Permits	982,340	950,400	950,400	0
Intergovernmental	846,318	814,000	623,900	(190,100)
Charges For Services	1,572,451	1,496,100	1,567,600	71,500
Fines & Forfeitures	172,392	103,200	103,200	0
Misc. Revenues	236,182	215,400	161,400	(54,000)
Internal Service & Debt Proceeds	676,200	715,000	805,000	90,000
Transfers from Fund Balance	0	1,462,100	5,722,700	4,260,600
TOTAL REVENUE	16,545,648	18,201,100	22,408,600	4,207,500
Legislative	158,494	331,900	260,400	(71,500)
Executive	696,577	567,500	605,100	37,600
Finance	579,632	674,700	580,000	(94,700)
Legal	129,658	168,600	153,900	(14,700)
Planning	114,899	134,600	138,200	3,600
Other Gov't Services	212,206	268,700	271,100	2,400
Public Safety	5,400,938	6,530,100	6,520,600	(9,500)
Building/Codes	520,264	550,100	557,300	7,200
Physical Environment	1,183,546	1,131,300	1,222,500	91,200
Physical Environment Debt	2,755,675	2,889,000	8,080,100	5,191,100
Public Works	1,178,239	1,854,300	1,839,800	(14,500)
Benefit Term Payout	48,130	29,400	29,400	0
Industry development	0	0	198,000	48,000
Parks & Recreation	355,515	575,900	421,200	(154,700)
Community Center	339,448	537,200	371,600	(165,600)
Contingency	0	1,141,800	1,159,400	17,600
General Debt	817,966	816,000	0	(816,000)
Inventory [Prior Yr. Actual Only]	0	0	0	0
TOTAL EXPENSE	14,491,187	18,201,100	22,408,600	4,057,500
TOTAL REVENUE LESS EXPENSE	2,054,461	0	0	150,000

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2019-20 GENERAL FUND REVENUE BUDGET

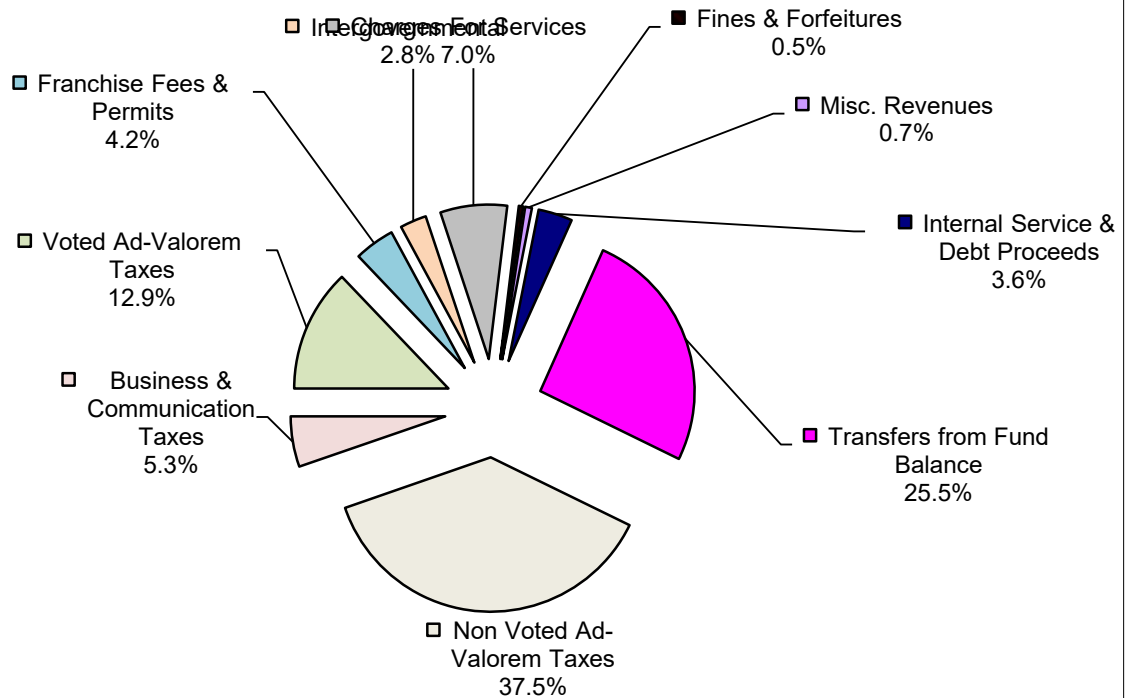
Account Description Based on State Revenue Estimate	GENERAL FUND LINE ITEM REVENUE DETAIL			
	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
310-3110-11100 Ad-Valorem	7,853,215	8,259,000	8,283,000	24,000
310-3110-11115 Debt Service Ad-Valorem	2,762,891	2,838,800	2,847,100	8,300
310-3110-12000 Delinq Ad-Valorem	168,534	115,700	116,000	300
310-3110-12001 Delinq Debt-Serv Ad-Valorem	59,211	40,400	41,400	1,000
310-3130-13700 Business Tax Receipts	97,556	98,100	98,100	0
310-3130-13750 County Business Tax Rcpt.	3,957	3,800	3,800	0
310-3140-14100 Utility Tax-Elec 10%	851,535	850,500	850,500	0
310-3140-14110 Utility Tax-Gas 10%	13,323	14,200	14,200	0
310-3140-14130 Local Comm. Service Tax	249,541	224,400	220,300	(4,100)
320-3220-22100 Building Permits	197,870	160,400	160,400	0
320-3220-22110 Electric Permits	26,105	21,900	21,900	0
320-3220-22120 Plumbing Permits	35,405	24,000	24,000	0
320-3220-22130 Mechanical Permits	34,242	42,700	42,700	0
320-3220-22135 Excavation Permits	0	200	200	0
320-3220-22140 Plan Review	0	300	300	0
320-3220-22180 Franchise Fee-Elec.	605,462	619,000	619,000	0
320-3220-22190 Franchise Fee-Gas	31,211	32,600	32,600	0
320-3220-22200 Francise Fee-Impound	34,301	24,100	24,100	0
320-3220-29000 Other Lic. & Permits	17,744	25,200	25,200	0
330-3330-33540 Loc.Opt. 1-6 c Fuel Tax (.02)	184,823	183,000	135,100	(47,900)
330-3330-33550 Loc.Opt. 1-5 c Fuel Tax (.05) [R]	135,310	133,200	97,500	(35,700)
330-3340-33460 Public Safety Grants	835	0	0	0
330-3340-33480 Senior Center CDBG Grant	0	0	0	0
330-3340-33600 FEMA Grant	30,492	0	0	0
334-3347-69682 DBS Foundation Donations		0	0	0
330-3350-34410 FDOT Lighting Maint. Agree	97,251	100,100	100,100	0
330-3350-35120 State Revenue Sharing	121,662	120,400	95,700	(24,700)
330-3350-35150 Alcohol Bev. License	11,654	12,000	12,000	0
330-3350-35180 Loc.Gov. 1/2 Cent Sales Tax	249,969	248,800	167,000	(81,800)
330-3350-35410 Muni. Vehicle Rebate	6,552	8,600	8,600	0
330-3350-35490 FDOT Signal Maint Agree	7,772	7,900	7,900	0
340-3420-42140 Outside Detail	4,238	2,500	2,500	0
340-3420-42210 County Fire Protect Contract	56,937	55,600	55,600	0
340-3430-43400 Garbage Revenue	1,310,741	1,237,700	1,310,000	72,300
340-3430-43600 Recycling Revenue	99,165	93,600	99,200	5,600
340-3430-43700 Purchasing Card Rebates	48,201	48,000	48,000	0
340-3440-44400 Rentals	24,516	20,400	20,400	0
340-3470-47530 Comm. Center Fee	26,733	22,300	22,300	0
340-3470-47532 Comm. Ctr. Rental	5,270	1,800	1,800	0
340-3470-47540 Senior Center Fees	5,445	6,400	0	(6,400)
340-3470-47541 Senior Center Misc.	(14,284)	(12,200)	(12,200)	0
340-3470-47542 Senior Center Trips	5,490	20,000	20,000	0
350-3510-51100 Court Fines	76,969	40,000	40,000	0
350-3510-51300 Police/Fire Education	17,865	12,800	12,800	0
350-3510-51400 Ordinance Violations	9,570	10,000	10,000	0
350-3510-51600 Investigative Reimburse	10,321	4,600	4,600	0
350-3510-51700 Code Enforcement Fines	57,667	35,800	35,800	0

360-3610-61000	Pool Cash Interest	175,701	133,100	54,500	(78,600)
360-3610-61001	Debt Service Millage Interest	13,129	13,200	600	(12,600)
360-3610-61002	Loan Covenant Reserve Int.	20,094	21,600	8,800	(12,800)
360-3610-61200	SBA Operating Interest	13	0	0	0
360-3640-64000	Sale of Fixed Assets	4,417	11,000	11,000	0
360-3690-69670	Title Search Fee	5,830	4,500	4,500	0
360-3690-69900	Misc. Revenue	16,998	22,000	72,000	50,000
360-3690-69910	Insurance Proceeds	0	10,000	10,000	0
380-3820-82100	From Sewer Ops (Int.Srv.)	676,200	715,000	805,000	90,000
380-3841-13800	Debt Proceeds	0	0	0	0
390-3990-81400	Trans fr Road Imprv Fund Bal	0	0	0	0
390-3990-81600	Trans fr Gen Fund Fund Bal	0	1,462,100	5,722,700	4,260,600
TOTAL GENERAL FUND REVENUE		16,545,648	18,201,100	22,408,600	4,207,500

GENERAL FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
Non Voted Ad-Valorem Taxes	8,021,750	8,374,700	8,399,000	24,300
Business & Communication Taxes	1,215,913	1,191,000	1,186,900	(4,100)
Voted Ad-Valorem Taxes	2,822,101	2,879,200	2,888,500	9,300
Franchise Fees & Permits	982,340	950,400	950,400	0
Intergovernmental	846,318	814,000	623,900	(190,100)
Charges For Services	1,572,451	1,496,100	1,567,600	71,500
Fines & Forfeitures	172,392	103,200	103,200	0
Misc. Revenues	236,182	215,400	161,400	(54,000)
Internal Service & Debt Proceeds	676,200	715,000	805,000	90,000
Transfers from Fund Balance	0	1,462,100	5,722,700	4,260,600
TOTAL	16,545,648	18,201,100	22,408,600	4,207,500

General Fund Revenue Budget Summary

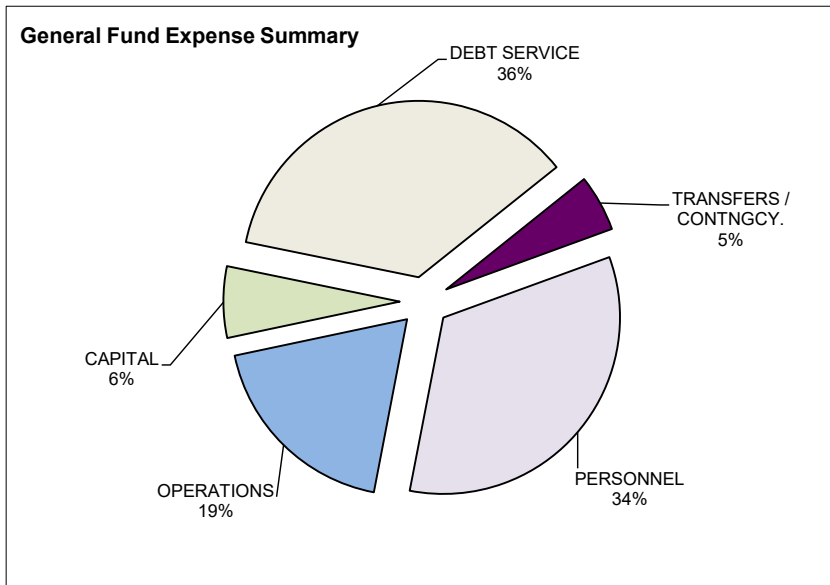


**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
GENERAL FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
5110	LEGISLATIVE	158,494	331,900	260,400	(71,500)
5120	EXECUTIVE	696,577	567,500	605,100	37,600
5130	FINANCE	579,632	674,700	580,000	(94,700)
5140	LEGAL	129,658	168,600	153,900	(14,700)
5150	PLANNING	114,899	134,600	138,200	3,600
5190	OTHER GOVT. SERVICES	212,206	268,700	271,100	2,400
5210	PUBLIC SAFETY	5,400,938	6,530,100	6,520,600	(9,500)
5240	BUILDING/CODE DEPT	520,264	550,100	557,300	7,200
5390	ENVIRONMENT (Incl. Debt)	3,939,221	4,020,300	9,302,600	5,282,300
5410	PUBLIC WORKS	1,178,239	1,854,300	1,839,800	(14,500)
5690	BENEFIT TERM PAYOUT	48,130	29,400	29,400	0
5520	INDUSTRY DEVELOPMENT	0	0	198,000	48,000
5720	PARKS & RECREATION	355,515	575,900	421,200	(154,700)
5751	COMMUNITY CENTER	339,448	537,200	371,600	(165,600)
5800	CONTINGENCY	0	1,141,800	1,159,400	17,600
5820	GENERAL DEBT	817,966	816,000	0	(816,000)
	Inventory [Prior Yr. Actual Only]	0	0	0	0
TOTAL EXPENDITURES		14,491,187	18,201,100	22,408,600	4,057,500

PROPOSED BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	7,236,952	7,479,200	7,529,300	50,100
OPERATIONS	3,331,467	4,092,600	4,175,400	82,800
CAPITAL	250,494	1,782,500	1,464,400	(318,100)
DEBT SERVICE	3,573,641	3,705,000	8,080,100	4,375,100
TRANSFERS / CONTNGCY.	0	1,141,800	1,159,400	17,600
TOTAL EXPENDITURES	14,392,555	18,201,100	22,408,600	4,207,500



**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5110-LEGISLATIVE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	63,075	63,100	63,100	0.3%	0
21	FICA	4,825	4,800	4,800	0.0%	0
22	RETIREMENT	0	0	0	0.0%	0
23	LIFE/HEALTH INSURANCE	0	0	0	0.0%	0
24	WORKER'S COMP.	<u>1,314</u>	<u>1,400</u>	<u>1,300</u>	0.0%	<u>(100)</u>
TOTAL PERSONAL SERVICES		69,213	69,300	69,200	0.3%	(100)
30	OPERATING EXPENSES					
40	VEHICLE EXPENSE/TRAVEL	8,275	14,400	14,700	0.1%	300
41	COMMUNICATIONS	734	1,400	1,700	0.0%	300
45	GENERAL INSURANCE	5,301	5,500	5,500	0.0%	0
47	PRINTING	0	400	400	0.0%	0
49	OTHER CHARGES	68,081	232,800	160,400	0.7%	(72,400)
51	OFFICE SUPPLIES	56	500	500	0.0%	0
52	OPERATING SUPPLIES	1,152	1,200	1,200	0.0%	0
54	BOOKS/MEMBERSHIPS	<u>5,681</u>	<u>6,400</u>	<u>6,800</u>	0.0%	<u>400</u>
TOTAL OPERATING EXPENSES		89,280	262,600	191,200	0.9%	(71,400)
60	CAPITAL OUTLAY					
620	BUILDING	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
TOTAL CAPITAL OUTLAY		0	0	0	0.0%	0
GRAND TOTAL		158,494	331,900	260,400	1.2%	(71,500)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5110-LEGISLATIVE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			69,200
10120	REGULAR SALARY		63,100	
	MAYOR			
	COUNCIL MEMBERS (4)			
10210	FICA		4,800	
10220	RETIREMENT		0	
10230	HEALTH		0	
10231	LIFE/VISION/DENTAL/ADD		0	
10240	WORKER'S COMP.		1,300	
30	OPERATING EXPENSES			191,200
30403	VEHICLE EXPENSE/TRAVEL		14,700	
	FLA. LEAGUE CONF. (for 5)	7,000		
	MISC MEETINGS / DINNERS	1,800		
	MISC TRAVEL	4,600		
	VCOG/LEAGUE DINNERS	1300		
30411	TELEPHONE	1,600	1,600	
30412	POSTAGE	100	100	
30450	GENERAL INSURANCE	5,500	5,500	
30470	PRINTING		400	
	PAPER/BUSINESS CARDS	400		
30490	OTHER CHARGES		160,400	
	BOARD RECOG. EVENT	4,500		
	CC COOKOUT	6,500		
	CITY MARKETING PROGRAM	29,000		
	COUNCIL MTGS	1,100		
	EMPLOY/CITIZEN RECOGNTN	800		
	HOPE PLACE	15,000		
	FIRST STEP SHELTER	20,000		
	X-MAS EVENT/PARADE	3,500		
	PO/SD CHAMBER ANNEX	30,000		
	TRANS TO ECON DEV TRUST	50,000		
30510	OFFICE SUPPLIES	500	500	
30520	OPERATING SUPPLIES	1,200	1,200	
30540	BOOKS/MEMBERSHIP		6,800	
	CONSTANT CONTACT	300		
	FLA LEAGUE OF CITIES	500		
	FLA LEAGUE OF MAYORS	400		
	PO/SD CHAMBER	400		
	MISC / QC AD	300		
	TEAM VOLUSIA BUS. ALLIANCE	3,300		
	V-CARD	400		
	VOL LEAGUE OF CITIES	700		
	VOL. TPO	500		
60	CAPITAL EXPENSES			0
60620	BUILDING		0	
TOTAL LEGISLATIVE			260,400	260,400

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5120-EXECUTIVE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	422,613	308,500	329,800	1.5%	21,300
13	OTHER SALARY	0	3,000	3,000	0.0%	0
14	OVERTIME	10,816	0	0	0.0%	0
15	SPECIAL PAY	4,525	300	300	0.0%	0
21	FICA	31,291	22,700	23,400	0.1%	700
22	RETIREMENT	60,513	55,200	81,900	0.4%	26,700
23	LIFE/HEALTH INSURANCE	55,027	30,000	30,300	0.1%	300
24	WORKER'S COMP.	8,726	7,000	6,800	0.0%	(200)
	TOTAL PERSONAL SERVICES	593,511	426,700	475,500	2.1%	48,800
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	1,805	19,000	14,000	0.1%	(5,000)
34	CONTRACTUAL SERVICES	2,370	9,700	11,600	0.1%	1,900
35	TRAINING	1,467	2,000	2,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	7,492	12,000	12,000	0.1%	0
41	COMMUNICATIONS	25,312	38,600	28,400	0.1%	(10,200)
43	ELECTRIC	0	0	0	0.0%	0
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	20,825	11,800	13,100	0.1%	1,300
46	REPAIRS/MAINTENANCE	13,422	5,400	5,400	0.0%	0
47	PRINTING	10,943	13,000	13,500	0.1%	500
49	OTHER CHARGES	7,849	14,200	14,200	0.1%	0
51	OFFICE SUPPLIES	2,602	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	4,545	6,000	6,000	0.0%	0
54	BOOKS/MEMBERSHIPS	4,435	5,100	5,400	0.0%	300
	TOTAL OPERATING EXPENSES	103,066	140,800	129,600	0.6%	(11,200)
60	CAPITAL OUTLAY					
61	LAND	0	0	0	0.0%	0
63	IMPROVEMENTS	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
90	CONTINGENCY	0	0	0	0.0%	0
	GRAND TOTAL	696,577	567,500	605,100	2.7%	37,600

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			475,500
10120	REGULAR SALARY		329,800	
	CITY MANAGER			
	CITY CLERK			
	ADMINISTRATIVE ASSISTANT			
10130	OTHER SALARY		3,000	
10140	OVERTIME		0	
10150	SPECIAL PAY		300	
10210	FICA		23,400	
10220	RETIREMENT		81,900	
10230	HEALTH		28,000	
10231	LIFE/VISION/DENTAL/ADD		2,300	
10240	WORKER'S COMP		6,800	
30	OPERATING EXPENSES			129,600
30310	PROFESSIONAL SERVICE		14,000	
	TESTING	4,000		
	MISC SERVICES	10,000		
30340	CONTRACT SERVICES		11,600	
	MUNI CODE I-NET FEE	2,000		
	CIVICLERK	4,000		
	WATERCOOLER	1,300		
	MUSIC LICENSING	1,500		
	NEGOV	2,800		
30350	TRAINING		2,000	
	FACC CONFERENCE (2)	200		
	FLA. PUB. PERSONNEL CONF.	300		
	ICCMA/FCCMA CONFERENCES	600		
	IIMC CONFERENCE	300		
	MISC. SEMINARS	400		
	VOL. SAFETY COUNCIL	200		
30403	TRAVEL		12,000	
	MISC. MEET./DINNERS	2,000		
	AUTO ALLOWANCES (CM)	4,800		
	TRAVEL/PER DIEM CONF.	5,200		
30411	TELEPHONE		20,500	
	TELEPHONE & CELL	20,500		
30412	POSTAGE		7,900	
	MISC POSTAGE	3,500		
	PELICAN	4,400		
30431	ELECTRIC	0	0	
30440	RENTALS/LEASES	0	0	
30450	GENERAL INSURANCE	13100	13,100	
30460	REPAIRS/MAINTENANCE		5,400	
	COMPUTER	600		
	COPIER MAINT. CONTRACTS (2)	3,000		
	MAINT FEE-DIGITAL REC. SFTWR	1,800		
30462	HURRICANE EXPENSES	0	0	
30463	HURRICANE REPAIRS	0	0	
30470	PRINTING		13,500	
	MISC.	3,500		
	PELICAN	10,000		

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30490	OTHER CHARGES		14,200	
	ADVERTISING	2,000		
	FLOWERS/PLAQUES	1,600		
	ICMA PLAN FEE	100		
	PRESENTATION MATERIAL	2,000		
	LUNCH/LEARN/MISC	5,500		
	XMAS PARTY/PICNIC	3,000		
30510	OFFICE SUPPLIES		4,000	
	GEN. OFFICE SUPPLIES	4,000		
30520	OPERATING SUPPLIES		6,000	
	MISC. SUPPLIES	6,000		
30540	BOOKS/MEMBERSHIP		5,400	
	BRIGHTHOUSE	800		
	SAM'S CLUB MEMB. & ADMIN FEE	300		
	FACC & FPP; MISC	600		
	FCCMA	400		
	FL MUNI ASSOC SAFETY/HEALTH	100		
	FMASH	100		
	ICCMA	1,000		
	ICMA (Booker)	1,300		
	MISC. PUBLICATIONS	400		
	NEWS JOURNAL (1)	200		
	VOL. SAFETY COUNCIL	200		
60	CAPITAL OUTLAY			0
60610	LAND		0	
		0		
60630	IMPROVEMENTS		0	
		0		
90	CONTINGENCY		0	0
90900	GENERAL CONTINGENCY	0		
TOTAL EXECUTIVE DEPT.			605,100	605,100

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5130-FINANCE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	327,498	344,100	355,700	1.6%	11,600
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	3,440	0	0	0.0%	0
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	24,294	26,300	27,200	0.1%	900
22	RETIREMENT	45,370	49,100	57,600	0.3%	8,500
23	LIFE/HEALTH INSURANCE	55,627	50,100	50,400	0.2%	300
24	WORKER'S COMP.	7,224	7,700	7,300	0.0%	(400)
	TOTAL PERSONAL SERVICES	463,453	477,300	498,200	2.2%	20,900
	Sewer Fund Personnel Cross-Charge			(\$174,000)		
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	8,800	7,000	7,000	0.0%	0
32	ACCOUNT/AUDIT SERVICES	46,455	29,200	34,200	0.2%	5,000
35	TRAINING	2,110	3,500	3,600	0.0%	100
40	VEHICLE EXPENSE/TRAVEL	3,947	6,800	6,800	0.0%	0
41	COMMUNICATIONS	3,109	3,700	4,000	0.0%	300
43	UTILITY SERVICES	0	0	0	0.0%	0
44	RENT AND LEASE	1,814	3,500	3,500	0.0%	0
45	GENERAL INSURANCE	5,301	5,500	5,500	0.0%	0
46	REPAIRS/MAINTENANCE	30,269	30,300	900	0.0%	(29,400)
47	PRINTING	632	1,800	1,800	0.0%	0
49	OTHER CHARGES	4,921	5,300	5,300	0.0%	0
51	OFFICE SUPPLIES	3,716	4,500	4,500	0.0%	0
52	OPERATING SUPPLIES	4,004	4,300	4,000	0.0%	(300)
54	BOOKS/MEMBERSHIPS	1,101	1,000	700	0.0%	(300)
	TOTAL OPERATING EXPENSES	116,179	106,400	81,800	0.4%	(24,600)
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	91,000	0	0.0%	(91,000)
	TOTAL CAPITAL OUTLAY	0	91,000	0	0.0%	(91,000)
	GRAND TOTAL	579,632	674,700	580,000	2.6%	(94,700)
	Less Sewer Fund HR Cross-Charge			406,000	1.8%	

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			498,200
10120	REGULAR SALARY		355,700	
	FINANCE DIRECTOR			
	ASST. FIN. DIR			
	ACCOUNTANT			
	ACCOUNTING CLERK I, II, III			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10150	SPECIAL PAY		0	
10210	FICA		27,200	
10220	RETIREMENT		57,600	
10230	HEALTH		46,600	
10231	LIFE/VISION/DENTAL/ADD		3,800	
10240	WORKER'S COMP.		7,300	
30	OPERATING EXPENSES			81,800
30310	PROFESSIONAL SERVICES		7,000	
	OPEB ACTUARY	7,000		
30320	ACCOUNT/AUDIT SERVICES		34,200	
	ANNUAL AUDIT/CAFR	29,200		
	SINGLE AUDIT (GRANTS)	5,000		
30350	TRAINING		3,600	
	FGFOA	1900		
	MUNIS	1200		
	CPA REQUIRED CEUs	500		
30403	TRAVEL		6,800	
	FGFOA	4,100		
	FICPA	700		
	MUNIS	1,800		
	LOCAL TRAINING TRAVEL	200		
30411	TELEPHONE	2,000	2,000	
30412	POSTAGE	2,000	2,000	
30440	RENTAL/LEASE		3,500	
	PITNEY-BOWES/POSTAGE METER	1,900		
	COPIER	1,600		
30450	GENERAL INSURANCE	5,500	5,500	
30460	REPAIRS/MAINTENANCE		900	
	COPIER/PHONE MAINT	900		
30470	PRINTING		1,800	
	ANNUAL BUDGET, CAFR	600		
	CHECKS, ENVELOPES, MISC	700		
	REQS, PO'S, HR FORMS	500		
30490	OTHER CHARGES		5,300	
	ACH & ICMA FEES	200		
	SBA/BoA FEES (GF Only)	5,100		
30510	OFFICE SUPPLIES		4,500	
	COPIER/PRINTER PAPER	1,200		
	MISC. OFF. SUPPLIES	2,400		
	PRINTER SUPPLIES	900		

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	
30520	OPERATING SUPPLIES		4,000	
	MISC	4,000		
30540	PUBLICATIONS/MEMBERSHIPS		700	
	AICPA & FICPA MEMBERSHIP	500		
	FGFOA & V/F FGFOA MEM. (3)	200		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT		0	
TOTAL FINANCE DEPT.			580,000	580,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5140-LEGAL EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	116,663	127,000	105,000	0.5%	(22,000)
47	PRINTING/CITY ORD.	2,739	500	5,500	0.0%	5,000
49	OTHER CHARGES	10,256	41,100	43,400	0.2%	2,300
54	BOOKS/MEMBERSHIPS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSE	129,658	168,600	153,900	0.7%	(14,700)
	GRAND TOTAL	129,658	168,600	153,900	0.7%	(14,700)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5140-LEGAL EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			153,900
30311	PROFESSIONAL SERVICES	0	0	
30313	MISC LEGAL FEES	105,000	105,000	
30470	PRINTING		5,500	
	ORDINANCE CODIFICATIONS	5,500		
30490	OTHER CHARGES		43,400	
	CODE ON THE INTERNET	1,000		
	ELECTIONS	4,000		
	LEGAL ADVERTISING	18,000		
	MISC	400		
	SETTLEMNTS/DEDUCTIBLS	20,000		
30540	BOOKS/MEMBERSHIPS		0	
	MISC	0		
TOTAL LEGAL			153,900	153,900

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5150-COMPREHENSIVE PLANNING EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	82,458	84,300	87,200	0.4%	2,900
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	0	0	0	0.0%	0
21	FICA	6,288	6,500	6,700	0.0%	200
22	RETIREMENT	8,246	8,400	8,900	0.0%	500
23	LIFE/HEALTH INSURANCE	11,104	10,000	10,100	0.0%	100
24	WORKER'S COMP.	<u>1,689</u>	<u>1,900</u>	<u>1,800</u>	0.0%	<u>(100)</u>
	TOTAL PERSONAL SERVICES	109,785	111,100	114,700	0.5%	3,600
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	234	5,000	5,000	0.0%	0
34	CONTRACT SERVICES	0	0	0	0.0%	0
35	TRAINING	0	3,700	3,700	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	0	700	700	0.0%	0
41	COMMUNICATIONS	76	200	200	0.0%	0
47	PRINTING	0	500	500	0.0%	0
52	OPERATING SUPPLIES	305	400	400	0.0%	0
54	BOOKS/MEMBERSHIPS	480	1,000	1,000	0.0%	0
55	PLANNING BOARD	<u>4,020</u>	<u>12,000</u>	<u>12,000</u>	0.1%	0
	TOTAL OPERATING EXPENSES	5,115	23,500	23,500	0.1%	0
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	114,899	134,600	138,200	0.6%	3,600

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5150-COMPREHENSIVE PLANNING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			114,700
10120	REGULAR SALARY		87,200	
	CITY PLANNER			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10210	FICA		6,700	
10220	RETIREMENT		8,900	
10230	HEALTH		9,300	
10231	LIFE/VISION/DENTAL/ADD		800	
10240	WORKER'S COMP		1,800	
30	OPERATING EXPENSES			23,500
30310	PROFESSIONAL SERVICES		5,000	
	ANNEX MAPPING/ GIS SRVS	2,000		
	ENGINEERING SERVICES	3,000		
30340	CONTRACT SERVICES	0	0	
30350	TRAINING		3,700	
	SEMINARS/ASSOCIATIONS	700		
	CONTINUING ED	3,000		
30403	TRAVEL		700	
	SEMINARS/WORKSHOPS	700		
30412	POSTAGE	200	200	
30470	PRINTING	500	500	
30520	OPERATING SUPPLIES		400	
	MISC SUPPLY	400		
30540	BOOKS,SUBSCRIP/MEMBER	1,000	1,000	
30550	PLANNING BOARD		12,000	
	HEARINGS/LEGAL EXPENSES	12,000		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT	0	0	
TOTAL COMPREHENSIVE PLANNING			138,200	138,200

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5190-OTHER GOVERNMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
356	COMPUTING NETWORK MAINT	163,869	201,200	220,300	1.0%	19,100
553	CODE ENFORCEMENT BOARD	5,842	6,000	6,000	0.0%	0
554	BEAUTIFICATION BOARD	0	0	0	0.0%	0
556	CITY BEAUTIFICATION GRANT	27,300	46,500	29,800	0.1%	(16,700)
565	CULTURE AND ENTERTAINMENT	<u>15,195</u>	<u>15,000</u>	<u>15,000</u>	0.1%	0
	TOTAL OPERATING EXPENSES	212,206	268,700	271,100	1.2%	2,400
60	CAPITAL OUTLAY					
62	BUILDING		<u>0</u>	<u>0</u>	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	212,206	268,700	271,100	1.2%	2,400

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5190-OTHER GOVERNMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			250,100
30356	COMPUTING NETWORK MAINT		220,300	
	FLGISA Membership Dues	200		
	A1A Point to Multipoint Wireless Project	2,000		
	Backup - Veeam B&R Enterprise Licensing	5,400		
	Server OS & Client Access Licenses	4,500		
	Server RAM	1,500		
	Misc Supplies	3,500		
	CH IP Cameras	1,000		
	Desktop Monitor R&R	1,500		
	Desktop UPS	1,000		
	Digital Signage	700		
	Network Switches/Cabling/Equipment	6,000		
	Printers/Scanners	2,500		
	Server UPS	1,800		
	Wifi Access Points	750		
	Active Directory Automation Tool	3,000		
	Anti-Malware - 40 Seats	2,000		
	Cisco Umbrella Web Filtering	8,700		
	Civic Enage - City Web Site, Mobile App	6,900		
	CivicHR	3,500		
	CivicRec	4,500		
	CivicClerk	3,150		
	Guardian Tracking Contract	3,300		
	Intrusion Detection Hardware	2,500		
	Nessus Vulnerability Scanner Software Contrac	2,200		
	Office 365 Email Subscription	16,300		
	Office 365 Public Records Archive	3,000		
	Offsite Backup	4,000		
	Software - Adobe Services	4,000		
	External Server Hosting (Shores Pay, Video Str	1,000		
	Social Media Archiving	3,500		
	2FA Licensing	3,000		
	Training,Conference,Travel	6,500		
	KnowBe4	2,500		
	Vehicle Support	1,500		
	Firewall Warranty	4,000		
	Remote Access Software	1,200		
	Desktop Warranties	600		
	Desktop/Laptop R&R	10,000		
	L0phtCrack PW Auditor Software Contract	200		
	PDQ Inventory & Deploy Software Contract	2,000		
	Server Warranties	3,000		
	Munis Software Maint	45,600		
	Virtualization Storage Replacement	32,000		
	VMWare Licensing Contract	4,300		
30553	CODE ENFORCEMENT BOARD		6,000	
30554	BEAUTIFICATION BOARD		0	
30556	CITY BEAUTIFICATION GRANT		29,800	
	Beautification Grants	1,500		
	Sign Grants	28,300		
30565	CULTURE AND ENTERTAINMENT		15,000	
60	CAPITAL OUTLAY			0
60620	BUILDING		0	
		0		
OTHER GOVERNMENT TOTAL			271,100	271,100

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
PUBLIC SAFETY SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	2,579,637	2,878,600	2,815,400	12.6%	(63,200)
13	OTHER SALARY	0	45,800	45,600	0.2%	(200)
14	OVERTIME	330,086	247,900	241,300	1.1%	(6,600)
15	SPECIAL PAY	30,884	38,700	38,700	0.2%	0
21	FICA	219,625	234,900	229,600	1.0%	(5,300)
22	RETIREMENT	617,901	639,800	656,700	2.9%	16,900
23	LIFE/HEALTH INSURANCE	490,966	470,900	471,400	2.1%	500
24	WORKER'S COMP.	<u>62,017</u>	<u>71,100</u>	<u>64,000</u>	0.3%	<u>(7,100)</u>
	TOTAL PERSONAL SERVICES	4,331,116	4,627,700	4,562,700	20.4%	(65,000)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	8,593	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	7,819	10,500	10,500	0.0%	0
35	TRAINING	55,765	96,000	90,000	0.4%	(6,000)
36	COMPUTING NETWORK MAINT	182,849	216,300	282,900	1.3%	66,600
40	VEHICLE EXPENSE/TRAVEL	170,078	184,900	181,800	0.8%	(3,100)
41	COMMUNICATIONS	36,516	38,200	60,500	0.3%	22,300
43	UTILITIES	85,519	95,000	84,600	0.4%	(10,400)
44	RENT AND LEASE	41,587	35,300	47,100	0.2%	11,800
45	GENERAL INSURANCE	116,923	118,900	120,300	0.5%	1,400
46	REPAIRS/MAINTENANCE	31,185	58,800	57,400	0.3%	(1,400)
47	PRINTING	1,090	2,000	2,000	0.0%	0
49	OTHER CHARGES	3,484	8,000	8,000	0.0%	0
51	OFFICE SUPPLIES	8,759	11,400	11,400	0.1%	0
52	OPERATING SUPPLIES	234,760	271,600	255,000	1.1%	(16,600)
54	BOOKS/MEMBERSHIPS	<u>7,755</u>	<u>11,100</u>	<u>11,000</u>	0.0%	<u>(100)</u>
	TOTAL OPERATING EXPENSES	992,682	1,163,000	1,227,500	5.5%	64,500
60	CAPITAL OUTLAY					
62	BUILDING	0	0	13,000	0.1%	13,000
64	EQUIPMENT	<u>77,141</u>	<u>739,400</u>	<u>717,400</u>	3.2%	<u>(22,000)</u>
	TOTAL CAPITAL OUTLAY	77,141	739,400	730,400	3.3%	(9,000)
	GRAND TOTAL	5,400,938	6,530,100	6,520,600	29.1%	(9,500)

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5210-PUBLIC SAFETY ADMIN. & CID EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	642,322	833,900	807,400	3.6%	(26,500)
13	OTHER SALARY	0	19,600	19,400	0.1%	(200)
14	OVERTIME	14,981	8,300	7,000	0.0%	(1,300)
15	SPECIAL PAY	17,606	6,100	6,100	0.0%	0
21	FICA	48,654	64,800	62,400	0.3%	(2,400)
22	RETIREMENT	127,699	134,300	148,500	0.7%	14,200
23	LIFE/HEALTH INSURANCE	101,685	120,200	111,000	0.5%	(9,200)
24	WORKER'S COMP.	13,417	18,800	16,700	0.1%	(2,100)
	TOTAL PERSONAL SERVICES	966,364	1,206,000	1,178,500	5.3%	(27,500)
30	OPERATING EXPENSES					
35	TRAINING	5,079	7,800	3,600	0.0%	(4,200)
36	COMPUTING NETWORK MAINT.	182,849	216,300	282,900	1.3%	66,600
40	VEHICLE EXPENSE/TRAVEL	20,281	44,800	44,800	0.2%	0
41	COMMUNICATIONS	36,624	36,000	40,700	0.2%	4,700
43	UTILITY SERVICES	85,241	95,000	84,600	0.4%	(10,400)
44	RENT AND LEASE	2,262	5,800	5,800	0.0%	0
45	GENERAL INSURANCE	114,717	116,600	116,600	0.5%	0
46	REPAIRS/MAINTENANCE	2,197	1,900	1,900	0.0%	0
47	PRINTING	446	1,000	1,000	0.0%	0
49	OTHER CHARGES	3,484	8,000	8,000	0.0%	0
51	OFFICE SUPPLIES	6,351	6,400	6,400	0.0%	0
52	OPERATING SUPPLIES	11,914	21,500	22,200	0.1%	700
54	BOOKS/MEMBERSHIPS	5,948	7,600	7,400	0.0%	(200)
	TOTAL OPERATING EXPENSES	477,393	568,700	625,900	2.8%	57,200
60	CAPITAL OUTLAY					
62	BUILDING	0	0	13,000	0.1%	13,000
64	EQUIPMENT	0	34,500	0	0.0%	(34,500)
	TOTAL CAPITAL OUTLAY	0	34,500	13,000	0.1%	(21,500)
	GRAND TOTAL	1,443,756	1,809,200	1,817,400	8.1%	8,200

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5210-PUBLIC SAFETY ADMIN. & CID EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			1,178,500
10120	REGULAR SALARY		807,400	
	PUBLIC SAFETY DIRECT.			
	ADMIN. ASST			
	RECORDS CLERK			
	CAPTAIN			
	LIEUTENANT(S)			
	CRIME ANALYST			
	P/T ACCREDITATION/FIRE SUPT.			
10130	OTHER SALARY		19,400	
10140	OVERTIME		7,000	
10150	SPECIAL PAY		6,100	
10210	FICA		62,400	
10220	RETIREMENT		148,500	
10230	HEALTH		102,600	
10231	LIFE/VISION/DENTAL/ADD		8,400	
10240	WORKER'S COMP.		16,700	
30	OPERATING EXPENSES			625,900
30350	TRAINING		3,600	
	CAREER DEVELOPMENT	800		
	ACCREDITATION CONFERENCES	600		
	CEU/MISC TRAINING & BOOKS	700		
	CID TRAINING	800		
	FIRE MARSHALL CONFERENCES	700		
	MISC TRAINING	500		
	MISC TRAINING BOOKS	800		
	POLICE CHIEFS CONF	900		
	PROPERTY/EVIDENCE TRAINING	2,000		
30356	COMPUTING NETWORK MAINTENANCE		282,900	
	Server OS & Client Access Licenses	2,000		
	Server RAM	1,000		
	Firewall Support	4,000		
	Access Control Readers R&R	2,500		
	Desktop Monitor R&R	750		
	Desktop UPS	1,000		
	Laptop Docks	800		
	Network Switches/Cabling/Equipment	6,000		
	PC Admin Field Laptop	2,500		
	PC CID Field Laptop	2,500		
	PC Patrol Field Laptops	10,000		
	PCs Office Desktop R&R	2,500		
	Printers/Tapes	2,500		
	Security Cameras	2,000		
	Server UPS	2,000		
	Vehicle Printers	1,000		
	VPN 2FA Authentication Tokens	500		
	Wifi Access Points	1,000		
	Office 365 Email Subscription	19,000		
	Axon Convert - CCTV Software	9,000		
	Body Camera/Vehicle Camera Equip/Licenens	65,000		
	Cable/Internet	7,200		
	County RMS System	5,000		
	Finder	2,500		

eAgent 2.0	6,000
FTO Maintenance Program	1,200
Intrusion Detection Hardware	2,500

	Mobile Device Management (MDM)	2,500	
	Offsite Backup	4,000	
	Power DMS Maintenance Contract	5,700	
	Quartermaster Software	12,000	
	Software Support/Maintenance	1,500	
	TLO Investigate Program	1,300	
	VPN 2FA Authentication Licenses	5,000	
	Software - Adobe Services	5,000	
	AMAG SSA Contract	1,650	
	Anti-Malware	2,500	
	CID Tracking Software	500	
	CID Call Yo	5,000	
	Crossmatch Scanner Contract	1,000	
	Interview Room Software/Hardware Warranty	2,500	
	Manager Plus Maintenance Contract	500	
	CCTV DVR Replacement Server	20,000	
	Replacement Backup Storage	20,000	
	Digital Evidence Storage Server Replacement	20,000	
	RapidID	4,500	
	PC Field Laptop Warranties	1,500	
	Server Warranties	4,000	
	Fire Inspector Software	300	
30401	GAS/OIL	24,900	24,900
30402	REPAIRS	6,900	6,900
30403	TRAVEL		13,000
	FIRE MARSHALL CONF	1,000	
	FLORIDA POLICE CHIEF'S CONFS	2,500	
	ACCREDITATION CONFERENCES	3,000	
	MISC. SEMINARS/CONFER	5,300	
	WITNESS INTERVIEWS/SUSPECTS	1,200	
30411	TELEPHONE		39,200
	PHONE SERVICE	22,400	
	VERIZON	3,300	
	AT&T	13,500	
30412	POSTAGE	1,500	1,500
30431	ELECTRIC	72,000	72,000
30432	WATER	10,700	10,700
30434	SEWER	1,900	1,900
30440	LEASES		5,800
	COPIER	2,700	
	MISC. VEH. RENTALS	1,900	
	WATER COOLER	1,200	
30450	GENERAL INSURANCE	116,600	116,600
30460	REPAIRS/MAINTENANCE		1,900
	FLORIDA PAC	600	
	MISCELLANEOUS	1,000	
	SHREDDER CONTRACT	300	
30470	PRINTING	1,000	1,000
30490	OTHER CHARGES		8,000
	AWARDS CEREMONY	3,000	
	DRUG BUYS/INFORMANT.	5,000	

30510	OFFICE SUPPLIES	6,400	6,400
30520	OPERATING SUPPLIES		22,200
	CLOTHING ALLOWS.	5,500	
	EVIDENCE SUPPLS/PROC	2,000	
	MISC. OPERATING/CLEANING	2,500	
	OFFICE CHAIRS/FOLDING CHAIRS	3,500	
	UNIFORMS & CLEANING	6,000	
	FENCING FOR COMPOUND	2,700	
30540	BOOKS/MEMBERSHIP		7,400
	Florida Police Chiefs Assoc.	600	
	Volusia County Police Chief's	200	
	NFPA Subscription Service/Membership	1,500	
	Volusia County Fire Chief Assoc/VCFPA	100	
	International Assoc. of Fire Chiefs	100	
	International Police Chief's Assoc.	100	
	FBI Academy Assoc./LEEDA	400	
	FLA PAC	100	
	Code Books & Updates	3,000	
	Assorted Memberships and Subscriptions	1,000	
	National Directory	100	
	Digital Newspaper 12 months	200	
60	CAPITAL OUTLAY		13,000
60620	BUILDING		13,000
	Transfer Switch Replacement	13,000	
60640	EQUIPMENT		0
	TOTAL P.S. ADMIN.		1,817,400
			1,817,400

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5211-PUBLIC SAFETY PATROL & RESCUE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	1,848,988	1,954,300	1,914,600	8.5%	(39,700)
13	OTHER SALARY	0	25,300	25,300	0.1%	0
14	OVERTIME	312,301	238,600	233,300	1.0%	(5,300)
15	SPECIAL PAY	11,742	32,600	32,600	0.1%	0
21	FICA	164,237	163,000	159,900	0.7%	(3,100)
22	RETIREMENT	482,730	498,100	500,500	2.2%	2,400
23	LIFE/HEALTH INSURANCE	367,073	330,700	340,200	1.5%	9,500
24	WORKER'S COMP.	46,724	50,200	45,300	0.2%	(4,900)
	TOTAL PERSONAL SERVICES	3,233,796	3,292,800	3,251,700	14.5%	(41,100)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	8,593	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	6,568	9,700	9,700	0.0%	0
35	TRAINING	50,687	88,200	86,400	0.4%	(1,800)
40	VEHICLE EXPENSE/TRAVEL	149,529	138,600	135,800	0.6%	(2,800)
41	COMMUNICATIONS	(107)	2,200	19,800	0.1%	17,600
44	RENT AND LEASE	39,325	29,500	41,300	0.2%	11,800
45	GENERAL INSURANCE	1,652	1,700	3,100	0.0%	1,400
46	REPAIRS/MAINTENANCE	25,849	53,000	50,600	0.2%	(2,400)
47	PRINTING	644	1,000	1,000	0.0%	0
51	OFFICE SUPPLIES	2,407	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	216,242	244,200	226,900	1.0%	(17,300)
54	BOOKS/MEMBERSHIPS	1,807	3,500	3,600	0.0%	100
	TOTAL OPERATING EXPENSES	503,194	581,600	588,200	2.6%	6,600
60	CAPITAL OUTLAY					
62	BUILDING	0	0	0	0.0%	0
64	EQUIPMENT	77,141	704,900	717,400	3.2%	12,500
	TOTAL CAPITAL OUTLAY	77,141	704,900	717,400	3.2%	12,500
	GRAND TOTAL	3,814,130	4,579,300	4,557,300	20.3%	(22,000)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5211-PUBLIC SAFETY PATROL & RESCUE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			3,251,700
10120	REGULAR SALARY		1,914,600	
	SERGEANTS (6)			
	DETECTIVES (4)			
	OFFICERS/RESCUE (22)			
10130	OTHER SALARY		25,300	
10140	OVERTIME		233,300	
10150	SPECIAL PAY		32,600	
10210	FICA		159,900	
10220	RETIREMENT		500,500	
10230	HEALTH		307,800	
10231	LIFE/VISION/DENTAL/ADD/CANCER		32,400	
10240	WORKER'S COMP.		45,300	
30	OPERATING EXPENSES			588,200
30310	PROFESSIONAL SERVICES		5,000	
	DRUG SCREENINGS-NEW HIRE	400		
	HEPATITIS B VAC.	1,400		
	MISC	200		
	MISC DRUG SCREENS	500		
	PHYS/EKG/PSYCH EXAMS	2,500		
30340	CONTRACT SERVICES		9,700	
	CERTIFICATE RENEWALS	1,700		
	OUTSIDE CONTRACT SERVICES	8,000		
30350	TRAINING		84,900	
	Career Development Courses	1,800		
	CID Training & Conferences	10,000		
	Clin Con Conference	300		
	Defensive Tactics Instructor	1,000		
	Educational Reimbursement	13,000		
	EVOC/PumpOps/Company Officer training	3,300		
	Fire Inspector CEU	200		
	Firearms Instructor Training	5,000		
	Firearms Training/Training Ammo	25,000		
	IAFCI Conference	2,400		
	Less lethal training	300		
	Misc. Training Expenses	6,500		
	Paramedic and EMT Re-Certification	1,100		
	Paramedic/EMTSkill Refresher	4,650		
	PIO Conference	500		
	Police & Fire Related Courses, Books, Sem	700		
	Tactical Team training	6,700		
	TRT Rope Rescue	1,400		
	IA Conference	1,000		
30351	PSO FIRE TRAINING	1,500	1,500	
30401	GAS/OIL	60,000	60,000	
30402	REPAIRS		60,800	
	EMER LIGHTS/MICRON LTS (3)	4,500		
	GEN.REPAIR/MAINT	44,000		
	CONTRACT CAR WASH	3,000		
	VEHICLE STORAGE BOXES	3,000		
	REPLACEMENT SPOT LIGHTS	2,800		
	WHELEN LIGHT & SIREN PACKAGE	2,000		
	MOTORCYCLE EQUIP	1,500		
30403	TRAVEL		15,000	
	Patrol -Travel to Seminars, Court and Confe	5,000		

	CID- Travel to Seminars, Court and Conferences	9,000	
	Fire Marshal - Travel to Conferences	1,000	
30411	TELEPHONE		19,800
	Verizon	400	
	ATT	19,400	
30440	LEASES		41,300
	D.B. HYDRANTS	8,600	
	MONTHLY COPIES CHARGE	600	
	P.O. HYDRANTS	12,300	
	AIR CARDS/LAPTOPS	19,800	
30450	GENERAL INSURANCE	3,100	3,100
30460	REPAIRS/MAINTENANCE		50,600
	Bio Hazard Disposal	1,500	
	Fire Extinguisher service	400	
	Maintenance Contract for Radios	11,000	
	Mako Compressor Maintenance & Repairs	1,500	
	Medical Equipment	800	
	Meth lab cleanup	6,000	
	Misc. Services/Repairs	2,300	
	MSA Annual flow tests/repairs	3,000	
	Physio Control Annual Data Plan	315	
	Physio Tech Support 2 life paks	4,000	
	Radar Units (Calibrate 2 times/year-repairs)	2,000	
	Radio and Light Bars not included in Maintenance	1,000	
	Radio Profile Update 80 radios @ \$34. each	2,880	
	TNT/Hydraulic/strong arm servicing	950	
	Weapon maintenance & replacement parts	2,500	
	Callyo annual subscription	5,500	
	Pump, Ladder & Hose Testing	4,000	
	Ladder repair & labels	500	
	Bunker Gear cleaning	500	
30470	PRINTING		1,000
	REPORTS/FORMS/ETC...	1,000	
30510	OFFICE SUPPLIES	5,000	5,000
30520	OPERATING SUPPLIES		226,900
	2 Replacement chairs	1,000	
	2-Tasers	2,200	
	AED 2	2,800	
	Badges	1,500	
	Ballistic Vests 5	4,300	
	Bunker gear 10 sets	25,000	
	Car Radios 2	9,200	
	CID duty gear & equipment	1,000	
	Decon Equipment	500	
	Dehumidifier	400	
	Drug Test Kits	1,500	
	Duty Ammo	5,400	
	Duty gear	5,000	
	Evidence supplies/equipment	4,500	
	Fire Extinguishers	500	
	Fire gloves/hoods/helmets/boots/misc accessories	5,700	
	Fire Inspector Tools & equipment	200	
	Glock conversion package	26,300	
	Hearing & Eye Protection	400	
	Load Bearing outer carriers 5	1,600	
	Medical Supplies	25,000	
	Miscellaneous Equipment	3,000	
	Miscellaneous Supplies & Tools	2,000	
	MSA Masks & Parts/heads up displayscartridges	5,000	
	Night Vision	3,200	
	Oxygen Fill Station	400	
	Personnel Rehab Equipment 2	500	

	Portable Radios 2	8,800		
	Radios/Antennas/Batteries/microphones/Ch	3,500		
	Shoe allowance	5,500		
	Stalker Radar units 4	8,800		
	Tactical Equipment	5,000		
	Taser Batteries/Cartridges/Holsters	4,000		
	Tools, Hose & Foam	5,000		
	Tourniquet & Holders	2,400		
	TRT Rope Rescue	700		
	Uniforms & Cleaning/Motor gear	40,000		
	Wet bath Intoxilyzer 5	5,100		
30540	BOOKS/MEMBERSHIP		3,600	
	50 Florida Law Enforcement Handbooks	1,200		
	Florida State Statutes	700		
	IAFCI Membership	100		
	Misc Publications/Memberships	800		
	IAFCI Certification	500		
	NOTA membership	300		
60	CAPITAL OUTLAY			717,400
60620	BUILDING	0	0	
60640	EQUIPMENT		717,400	
	PATROL CARS (2)	95,600		
	FIRETRUCK(CARRYOVER)	570,000		
	CID VEHICLE	31,800		
	CASCADE MAKO REFURBISHED	10,000		
	SCBA TEST MACHINE	10,000		
	TOTAL P.S. PATROL DEPARTMENT		4,557,300	4,557,300

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	88,327	90,400	93,400	0.4%	3,000
13	OTHER SALARY	0	900	900	0.0%	0
14	OVERTIME	2,804	1,000	1,000	0.0%	0
15	SPECIAL PAY	1,535	0	0	0.0%	0
21	FICA	6,734	7,100	7,300	0.0%	200
22	RETIREMENT	7,472	7,400	7,700	0.0%	300
23	LIFE/HEALTH INSURANCE	22,208	20,000	20,200	0.1%	200
24	WORKER'S COMP.	1,876	2,100	2,000	0.0%	(100)
	TOTAL PERSONAL SERVICES	130,957	128,900	132,500	0.6%	3,600
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	1,251	800	800	0.0%	0
35	TRAINING	0	0	0	0.0%	0
40	VEH EXP/TRAVEL	268	1,500	1,200	0.0%	(300)
43	UTILITY SERVICES	279	0	0	0.0%	0
44	RENT/LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	555	600	600	0.0%	0
46	REPAIRS/MAINT.	3,139	3,900	4,900	0.0%	1,000
52	OPERATING SUPPLIES	6,604	5,900	5,900	0.0%	0
54	BOOKS/MEMBERSHIPS	0	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	12,095	12,700	13,400	0.1%	700
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	143,052	141,600	145,900	0.7%	4,300

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			132,500
10120	REGULAR SALARY		93,400	
	MECHANICS (2)			
10130	OTHER SALARY		900	
10140	OVERTIME		1,000	
10150	SPECIAL PAY		0	
10210	FICA		7,300	
10220	RETIREMENT		7,700	
10230	HEALTH		18,700	
10231	LIFE/VISION/DENTAL/ADD		1,500	
10240	WORKER'S COMP.		2,000	
30	OPERATING EXPENSES			13,400
30340	CONTRACT SERVICES		800	
	UNIFORM RENTAL	800		
30350	TRAINING	0	0	
30401	GAS/OIL	700	700	
30402	REPAIRS	500	500	
30403	TRAVEL	0	0	
30433	UTILITY SERVICES	0	0	
30440	RENT/LEASE	0	0	
30450	GENERAL INSURANCE	600	600	
30460	REPAIRS/MAINTENANCE		4,900	
	FUEL PUMP MAINT CONTRACT	1,300		
	GENERATOR MAINTENANCE	1,700		
	MISC. REPAIRS	1,400		
	TIRE DISPOSAL	500		
30520	OPERATING SUPPLIES		5,900	
	DISPOSE OF HAZ. WASTE	1,200		
	MISC TOOLS/EQUIP./SOFTWR	3,700		
	WELDING SUPPLIES	700		
	WORK SHOE ALLOWANCE	300		
30540	BOOKS/MEMBERSHIP	0	0	
60	CAPITAL OUTLAY			0
60640	EQUIPMENT		0	
TOTAL AUTOMOBILE MAINT. DEPT.			145,900	145,900

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5240-BUILDING AND CODES EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	366,035	372,400	382,400	1.7%	10,000
13	OTHER SALARY	0	5,600	5,600	0.0%	0
14	OVERTIME	1,082	500	500	0.0%	0
15	SPECIAL PAY	2,396	2,300	2,300	0.0%	0
21	FICA	27,232	29,100	29,700	0.1%	600
22	RETIREMENT	40,435	44,100	49,200	0.2%	5,100
23	LIFE/HEALTH INSURANCE	55,631	50,100	50,400	0.2%	300
24	WORKER'S COMP.	<u>7,694</u>	<u>8,500</u>	<u>8,000</u>	0.0%	<u>(500)</u>
	TOTAL PERSONAL SERVICES	500,504	512,600	528,100	2.4%	15,500
	Sewer Fund Personnel Cross-Charge			(\$76,200)		
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	3,758	2,300	2,300	0.0%	0
35	TRAINING	694	4,000	4,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	2,112	6,200	5,700	0.0%	(500)
41	COMMUNICATIONS	0	4,800	3,000	0.0%	(1,800)
44	RENT AND LEASE	1,416	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	3,844	5,100	5,100	0.0%	0
47	PRINTING	241	500	500	0.0%	0
51	OFFICE SUPPLIES	1,615	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	4,882	10,900	4,900	0.0%	(6,000)
54	BOOKS/MEMBERSHIPS	<u>1,199</u>	<u>1,700</u>	<u>1,700</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSES	19,759	37,500	29,200	0.1%	(8,300)
60	CAPITAL OUTLAY					
64	EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	520,264	550,100	557,300	2.5%	7,200
	Less Sewer Fund HR Cross-Charge			481,100	2.1%	

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5240-BUILDING AND CODES EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			528,100
10120	REGULAR SALARY		382,400	
	DIRECTOR			
	BLDG. OFFICIAL			
	SECRETARY			
	CODE ENFORCE OFFICIAL			
	FIRE INSPECTOR/CODE OFF.			
10130	OTHER SALARY		5,600	
10140	OVERTIME		500	
10150	SPECIAL PAY		2,300	
10210	FICA		29,700	
10220	RETIREMENT		49,200	
10230	HEALTH		46,600	
10231	LIFE/VISION/DENTAL/ADD		3,800	
10240	WORKER'S COMP.		8,000	
30	OPERATING EXPENSES			29,200
30310	PROFESSIONAL SERVICES		2,300	
	PLAN REVIEWS (revenue linked)	300		
	SURVEYORS,ENGINEER	2,000		
30350	TRAINING		4,000	
	BLDG.OFF. / ICC CONFERS	2,000		
	PROFESSIONAL SEMINAR	2,000		
30401	GAS/OIL	1,200	1,200	
30402	VEHICLE REPAIRS	1,500	1,500	
30403	TRAVEL		3,000	
	CONFERENCE/WORKSHOPS	3,000		
30411	TELEPHONE	500	500	
30412	POSTAGE	2,500	2,500	
30440	RENT/LEASE	0	0	
30460	REPAIRS/MAINTENANCE		5,100	
	MISC REPAIRS	700		
	iWORQ SOFTWARE MAINT	3,400		
	COPIER MAINT.	1,000		
30470	PRINTING		500	
	MAPS/PRINTS/DRAWINGS	200		
	MISC	300		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		4,900	
	CITY SHIRTS	500		
	MISC. SUPPLIES	4,400		
30540	BOOKS/MEMBERSHIP	1,700	1,700	
60	CAPITAL			0
60640	CAPITAL EQUIPMENT	0	0	
TOTAL BUILDING DEPT. EXPENSE			557,300	557,300

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5390 - PHYSICAL ENVIRONMENT**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	15,000	18,000	18,000	0.1%	0
43	UTILITIES (Solid Waste/Recycle)	1,162,046	1,106,800	1,204,500	5.4%	97,700
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	6,500	6,500	0	0.0%	(6,500)
52	OPERATING SUPPLIES	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	0	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	1,183,546	1,131,300	1,222,500	5.5%	91,200
60	CAPITAL OUTLAY					
61-63	LAND / IMPROVEMENTS	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
70	DEBT SERVICE					
710	PRINCIPAL EXPENSE	2,359,120	2,534,800	7,144,800	31.9%	4,610,000
720	INTEREST EXPENSE	396,555	354,200	935,300	4.2%	581,100
730	ADMIN CHARGE (Rev. Offset)	0	0	0	0.0%	0
	TOTAL DEBT SERVICE	2,755,675	2,889,000	8,080,100	36.1%	5,191,100
	GRAND TOTAL	3,939,221	4,020,300	9,302,600	41.5%	5,282,300

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5390 - PHYSICAL ENVIRONMENT**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			1,222,500
30310	PROFESSIONAL SERVICES		18,000	
	SW Tracking Software	3,000		
	SW Contract Monitor	15,000		
30440	RENT/LEASE	0	0	
30435	SOLID WASTE (revenue linked)	1,129,700	1,129,700	
30436	RECYCLING (revenue linked)	74,800	74,800	
30460	REPAIRS/MAINTENANCE		0	
	SIGN GRANTS	0		
30520	OPERATING SUPPLIES	0	0	
30540	BOOKS/MEMBERSHIP	0	0	
60	CAPITAL			0
60630	IMPROVEMENTS		0	
	Debt Proceeds	0		
70	LOAN COSTS			8,080,100
70710	PRINCIPAL EXPENSE		7,144,800	
	\$10M 2007 Tranche 1 BoA 4.068%	2,714,000		
	\$10M 2008 Tranche 2 BoA 4.137%	4,346,500		
	\$8970394.92 Tranche 3 BoA 3.45%	84,300		
70720	INTEREST EXPENSE		935,300	
	\$10M 2007 Tranche 1 BoA 4.068%	265,000		
	\$10M 2008 Tranche 2 BoA 4.137%	670,000		
	\$8970394.92 Tranche 3 BoA 3.45%	300		
70730	ADMIN CHARGE (OFFSET)		0	
	Loan Fees	0		
TOTAL UG UTIL DEPARTMENT			9,302,600	9,302,600

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
PUBLIC WORKS EXPENSE SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	481,982	541,400	528,800	2.4%	(12,600)
13	OTHER SALARY	0	1,500	1,500	0.0%	0
14	OVERTIME	5,552	3,100	3,100	0.0%	0
15	SPECIAL PAY	154	3,500	2,100	0.0%	(1,400)
21	FICA	36,128	42,100	40,900	0.2%	(1,200)
22	RETIREMENT	40,482	47,100	59,700	0.3%	12,600
23	LIFE/HEALTH INSURANCE	144,691	139,800	130,900	0.6%	(8,900)
24	WORKER'S COMP.	10,321	12,300	11,000	0.0%	(1,300)
	TOTAL PERSONAL SERVICES	719,310	790,800	778,000	3.5%	(12,800)
	Sewer Fund Personnel Cross-Charge			(\$153,900)		
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	28,687	30,000	32,500	0.1%	2,500
35	TRAINING	1,084	2,400	2,400	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	22,006	21,600	19,200	0.1%	(2,400)
41	COMMUNICATIONS	6,032	7,300	7,500	0.0%	200
43	UTILITY SERVICES	79,997	89,800	79,100	0.4%	(10,700)
44	RENT AND LEASE	14,570	17,500	17,500	0.1%	0
45	GENERAL INSURANCE	30,604	33,400	33,400	0.1%	0
46	REPAIRS/MAINTENANCE	133,492	184,100	150,300	0.7%	(33,800)
47	PRINTING	0	500	500	0.0%	0
49	OTHER	5,625	5,800	800	0.0%	(5,000)
51	OFFICE SUPPLIES	1,288	1,500	1,500	0.0%	0
52	OPERATING SUPPLIES	45,589	52,900	53,300	0.2%	400
53	ROAD MAINT. SUPPLIES	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	291	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	369,266	447,400	398,600	1.8%	(48,800)
60	CAPITAL OUTLAY					
62	BUILDING	0	324,900	475,000	2.1%	150,100
63	OTHER IMPROVEMENTS	41,943	158,200	158,200	0.7%	0
64	EQUIPMENT	47,720	133,000	30,000	0.1%	(103,000)
	TOTAL CAPITAL OUTLAY	89,663	616,100	663,200	3.0%	47,100
	GRAND TOTAL	1,178,239	1,854,300	1,839,800	8.2%	(14,500)
	Less Sewer Fund HR Cross-Charge			1,685,900	7.5%	

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5410-PUBLIC WORKS ADMINISTRATION EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	137,173	140,400	145,100	0.6%	4,700
13	OTHER SALARY	0	1,000	1,000	0.0%	0
14	OVERTIME	1,580	500	500	0.0%	0
15	SPECIAL PAY	150	0	0	0.0%	0
21	FICA	10,395	10,900	11,200	0.0%	300
22	RETIREMENT	16,132	18,300	21,300	0.1%	3,000
23	LIFE/HEALTH INSURANCE	22,208	20,000	20,300	0.1%	300
24	WORKER'S COMP.	2,815	3,200	3,000	0.0%	(200)
	TOTAL PERSONAL SERVICES	190,452	194,300	202,400	0.9%	8,100
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	574	500	500	0.0%	0
35	TRAINING	310	1,000	1,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	4,037	7,200	6,500	0.0%	(700)
41	COMMUNICATIONS	6,032	7,300	7,500	0.0%	200
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	30,604	33,400	33,400	0.1%	0
46	REPAIRS/MAINTENANCE	269	6,100	1,600	0.0%	(4,500)
47	PRINTING	0	500	500	0.0%	0
49	OTHER	5,625	5,800	800	0.0%	(5,000)
51	OFFICE SUPPLIES	1,288	1,500	1,500	0.0%	0
52	OPERATING SUPPLIES	1,791	3,900	3,900	0.0%	0
54	BOOKS/MEMBERSHIPS	291	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	50,820	67,800	57,800	0.3%	(10,000)
60	CAPITAL OUTLAY					
64	EQUIPMENT	31,960	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	31,960	0	0	0.0%	0
	GRAND TOTAL	273,232	262,100	260,200	1.2%	(1,900)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5410-PUBLIC WORKS ADMINISTRATION EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			202,400
10120	REGULAR SALARY		145,100	
	SUPERINTENDENT			
	SECRETARY			
10130	OTHER SALARY		1,000	
10140	OVERTIME		500	
10150	SPECIAL PAY		0	
10210	FICA		11,200	
10220	RETIREMENT		21,300	
10230	HEALTH		18,700	
10231	LIFE/VISION/DENTAL/ADD		1,600	
10240	WORKER'S COMP.		3,000	
30	OPERATING EXPENSES			57,800
30310	PROFESSIONAL SERVICES		100	
	EMPLOYMED	100		
30340	CONTRACT SERVICES		500	
	UNIFORM CLEANING	500		
30350	TRAINING		1,000	
	BOAF & APWA CONFRNCES	700		
	CONFERENCE/SEMINARS	300		
30401	GAS/OIL	3,500	3,500	
30402	REPAIRS		1,000	
	MISC. REPAIRS	1,000		
30403	TRAVEL		2,000	
	APWA & BOAF CONF.	1,000		
	CONF/WORKSHOPS	1,000		
30411	TELEPHONE	6,800	6,800	
30412	POSTAGE	700	700	
30440	RENT AND LEASE	0	0	
30450	GENERAL INSURANCE	33,400	33,400	
30460	REPAIRS/MAINTENANCE		1,600	
	800 MHZ RADIO/BASE ST.	300		
	COPIER MAINTENANCE	800		
	MISC. MAINTENANCE	500		
30470	PRINTING		500	
	BUSINESS TAX RECEIPTS	500		
30490	OTHER CHARGES		800	
	EDUCATION & TRAINING	800		
30510	OFFICE SUPPLIES	1,500	1,500	
30520	OPERATING SUPPLIES		3,900	
	DIR. CLOTHING ALLOWANCE	500		
	GEN OPER. SUPPLIES	1,800		
	PCs / PRINTERS / SFTWR	1,600		
30540	BOOKS/MEMBERSHIP		500	
	APWA / FL Statutes / MISC	500		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT	0	0	
TOTAL PUBLIC WORKS ADMIN EXPENSE			260,200	260,200

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	85,840	86,200	87,700	0.4%	1,500
13	OTHER SALARY	0	400	400	0.0%	0
14	OVERTIME	2,789	1,000	1,000	0.0%	0
15	SPECIAL PAY	4	1,500	0	0.0%	(1,500)
21	FICA	6,546	6,800	6,800	0.0%	0
22	RETIREMENT	6,703	6,800	9,100	0.0%	2,300
23	LIFE/HEALTH INSURANCE	33,217	29,900	30,100	0.1%	200
24	WORKER'S COMP.	1,783	2,000	1,800	0.0%	(200)
	TOTAL PERSONAL SERVICES	136,881	134,600	136,900	0.6%	2,300
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	23,399	23,600	26,100	0.1%	2,500
43	UTILITY SERVICES	28,798	27,400	29,400	0.1%	2,000
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	59,846	75,400	57,600	0.3%	(17,800)
52	OPERATING SUPPLIES	20,612	20,600	21,000	0.1%	400
	TOTAL OPERATING EXPENSES	132,655	147,000	134,100	0.6%	(12,900)
60	CAPITAL OUTLAY					
62	BUILDING	0	324,900	475,000	2.1%	150,100
63	IMPROVEMENTS	39,818	0	0	0.0%	0
64	EQUIPMENT	0	105,000	0	0.0%	(105,000)
	TOTAL CAPITAL OUTLAY	39,818	429,900	475,000	2.1%	45,100
	GRAND TOTAL	309,354	711,500	746,000	3.3%	34,500

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			136,900
10120	REGULAR SALARY		87,700	
	CUSTODIAL			
10130	OTHER SALARY		400	
10140	OVERTIME		1,000	
10150	SPECIAL PAY		0	
10210	FICA		6,800	
10220	RETIREMENT		9,100	
10230	HEALTH		28,000	
10231	LIFE/VISION/DENTAL/ADD		2,100	
10240	WORKER'S COMP.		1,800	
30	OPERATING EXPENSES			134,100
30340	CONTRACT SERVICES		26,100	
	ALARM MONITORING	2,500		
	ELEVAT'R MAINT. (3) [CH,PS-2]	7,700		
	ELECTRIC CAR STATION	2,500		
	FIRE EXTING. SERVICE	1,500		
	FIRE INSPECTIONS	3,200		
	FUEL TANK CLEANING	2,000		
	PEST CONTROL	5,000		
	UNIFORM CLEANING	1,700		
30431	ELECTRIC	19,000	19,000	
30432	WATER	9,500	9,500	
30434	SEWER	900	900	
30440	RENT/LEASE	0	0	
30462	EXECUTIVE		30,600	
	CARPET CLEANING	600		
	A/C REPLACEMENT (2)	10,000		
	GENERATOR REPAIRS	1,000		
	DUCT CLEANING	0		
	LIGHTING REPAIRS	0		
	MISC. ADA MODIFICATIONS	4,000		
	MISC. BUILDING REPAIRS	3,000		
	3RD FLOOR A/C REPLACEMENT	9,000		
	SPALLING REPAIRS	3,000		
30463	COMMUNITY CENTER		2,800	
	MISC. BUILDING REPAIRS	2,000		
	BI-ANNUAL CARPET CLEANING	800		
30465	PUBLIC SAFETY		21,200	
	MISC BUILDING REPAIRS	17,200		
	WGT. ROOM CLEANING	4,000		
30467	BUILDING		0	
	MISC BUILDING REPAIRS	0		
30468	FACILITIES-C/S BLG		3,000	
	MISC REPAIRS	1,000		
	MISC TOOLS/HARDWARE	2,000		
30520	OPERATING SUPPLIES		21,000	
	AIR CONDITIONING FILTERS	3,200		
	MAINT. TOOLS/SUPPLIES	4,500		
	JANITOR SUPPLIES	12,000		
	MISC SUPPLIES	1,300		
60	CAPITAL OUTLAY			475,000
60620	BUILDING		475,000	

	PS Roof Replacment (Carryover)	275,000		
	Demolition Council Chambers	200,000		
60630	Improvements		0	
		0		
60640	EQUIPMENT		0	
		0		
TOTAL BUILDING MAINT EXPENSE			746,000	746,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5413-PUBLIC WORKS STREETS EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	258,969	314,800	296,000	1.3%	(18,800)
13	OTHER SALARY	0	100	100	0.0%	0
14	OVERTIME	1,183	1,600	1,600	0.0%	0
15	SPECIAL PAY	0	2,000	2,100	0.0%	100
21	FICA	19,187	24,400	22,900	0.1%	(1,500)
22	RETIREMENT	17,647	22,000	29,300	0.1%	7,300
23	LIFE/HEALTH INSURANCE	89,266	89,900	80,500	0.4%	(9,400)
24	WORKER'S COMP.	<u>5,723</u>	<u>7,100</u>	<u>6,200</u>	0.0%	<u>(900)</u>
	TOTAL PERSONAL SERVICES	391,977	461,900	438,700	2.0%	(23,200)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	0	0	0.0%	0
34	CONTRACTUAL SERVICES	4,714	5,900	5,900	0.0%	0
35	TRAINING	774	1,400	1,400	0.0%	0
40	VEH EXP./TRAVEL	17,969	14,400	12,700	0.1%	(1,700)
43	UTILITY SERVICES	51,199	62,400	49,700	0.2%	(12,700)
44	RENT AND LEASE	14,570	17,500	17,500	0.1%	0
46	REPAIRS/MAINTENANCE	73,376	102,600	91,100	0.4%	(11,500)
52	OPERATING SUPPLIES	23,187	28,400	28,400	0.1%	0
53	ROAD MAINT. SUPPLY	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSES	185,791	232,600	206,700	0.9%	(25,900)
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	2,125	158,200	232,900	1.0%	74,700
64	EQUIPMENT	<u>15,760</u>	<u>28,000</u>	<u>30,000</u>	0.1%	<u>2,000</u>
	TOTAL CAPITAL OUTLAY	17,885	186,200	262,900	1.2%	76,700
	GRAND TOTAL	595,652	880,700	908,300	4.1%	27,600

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5413-PUBLIC WORKS STREETS EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			438,700
10120	REGULAR SALARY		296,000	
	MAINT. WORKER (6)			
	ELECTRICIAN/HELPER			
	FIELD SUPERVISOR			
10130	OTHER SALARY		100	
10140	OVERTIME		1,600	
10150	SPECIAL PAY		2,100	
10210	FICA		22,900	
10220	RETIREMENT		29,300	
10230	HEALTH		74,600	
10231	LIFE/VISION/DENTAL/ADD		5,900	
10240	WORKER'S COMP.		6,200	
30	OPERATING EXPENSES			206,700
30310	PROFESSIONAL SERVICES	0	0	
30340	CONTRACT SERVICES		5,900	
	ANIMAL CONTROL	2,400		
	UNIFORM RENTAL	3,500		
30350	TRAINING		1,400	
	ANIMAL CONTROL TRAINING	500		
	SAFETY / SUPRVSR SEMNRS	900		
30401	GAS/OIL	6,500	6,500	
30402	REPAIRS	6,000	6,000	
30403	TRAVEL	200	200	
30431	ELECTRIC	46,500	46,500	
30432	WATER	3,200	3,200	
30440	RENT/LEASE		17,500	
	X-MAS POLE DECORATIONS	17,500		
30460	REPAIRS/MAINTENANCE		91,100	
	A1A TRASH CANS	2,000		
	UPGRADE 800MHZ RADIOS	300		
	FERTILIZER & MULCH	6,900		
	GENERAL REPAIRS	9,000		
	LT. POLE/SIDEWALK REPAIR	25,000		
	DÉCOR. LIGHTS (6) OW BLVD TO L	27,000		
	REPR. TRAF. LTS/ST. SIGNS	5,300		
	SIDEWALK R&R/FIXTURE PAINT	10,000		
	SIGN POLES/PLANTS/RADIO	5,600		
30520	OPERATING SUPPLIES		28,400	
	BANNER ARMS	5,000		
	BANNERS	7,500		
	CHEMICALS	4,000		
	FLAGS / ANIMAL CNTRL	2,700		
	LANDFILL CHARGES	3,100		
	MISC. SUPPLIES/TOOLS/SHOTS	4,000		
	WEEDEATER/SUPPLIES	2,100		
30530	ROAD MAINTENANCE AND REPAIRS	0	0	
30540	BOOKS/MEMBERSHIPS	0	0	
60	CAPITAL			262,900
60630	OTHER IMPROVEMENTS		232,900	
	ROAD IMPROVEMENTS FROM			
	.05 GAS TAX (revenue offset)			
	A-1-A CROSSWALKS	172,900		

	MISC. ROAD IMPROVEMENTS	60,000		
60640	EQUIPMENT		30,000	
	Sign Board	30,000		
TOTAL STREETS DEPT. EXPENSE			908,300	908,300

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5690-BENEFIT TERM PAYOUT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	44,710	20,900	20,900	0.1%	0
21	FICA	3,420	2,100	2,100	0.0%	0
22	RETIREMENT	0	0	0	0.0%	0
25	UNEMPLOYMENT	<u>0</u>	<u>6,400</u>	<u>6,400</u>	0.0%	<u>0</u>
	TOTAL PERSONAL SERVICES	48,130	29,400	29,400	0.1%	0
	GRAND TOTAL	48,130	29,400	29,400	0.1%	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	124,123	147,700	147,700	0.7%	0
13	OTHER SALARY	0	900	900	0.0%	0
14	OVERTIME	2,524	0	0	0.0%	0
15	SPECIAL PAY	12	0	0	0.0%	0
21	FICA	9,591	11,400	11,400	0.1%	0
22	RETIREMENT	8,623	9,500	13,300	0.1%	3,800
23	LIFE/HEALTH INSURANCE	44,450	40,000	40,200	0.2%	200
24	WORKER'S COMP.	<u>2,627</u>	<u>2,900</u>	<u>2,700</u>	0.0%	<u>(200)</u>
	TOTAL PERSONAL SERVICES	191,950	212,400	216,200		3,800
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	2,588	3,100	3,100	0.0%	0
35	TRAINING	0	1,400	1,400	0.0%	0
40	VEH. EXP/TRAVEL	6,605	7,100	8,400	0.0%	1,300
41	COMMUNICATIONS	3,155	5,100	3,200	0.0%	(1,900)
43	UTILITY SERVICES	6,981	87,100	5,700	0.0%	(81,400)
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	10,802	39,100	39,100	0.2%	0
46	REPAIRS/MAINTENANCE	29,399	43,700	36,900	0.2%	(6,800)
47	PRINTING	0	0	0	0.0%	0
49	OTHER	5,638	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	26,674	36,900	32,400	0.1%	(4,500)
53	ROAD/MAINT. SUPPLIES	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSES	91,841	227,500	134,200	0.6%	(93,300)
60	CAPITAL OUTLAY					
62	BUILDINGS	0	0	0	0.0%	0
63	OTHER IMPROVEMENTS	71,724	136,000	70,800	0.3%	(65,200)
64	EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL CAPITAL OUTLAY	71,724	136,000	70,800	0.3%	(65,200)
90	TRANSFERS					
93	TRANSFER TO REC FUND	0	0	0	0.0%	0
	GRAND TOTAL	355,515	575,900	421,200	1.9%	(154,700)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			216,200
10120	REGULAR SALARY		147,700	
	MAINT, WORKER (4)			
	OFFICE COORDINATOR			
10130	OTHER SALARY		900	
10140	OVERTIME		0	
10150	SPECIAL PAY		0	
10210	FICA		11,400	
10220	RETIREMENT		13,300	
10230	HEALTH		37,300	
10231	LIFE/VISION/DENTAL/ADD		2,900	
10240	WORKER'S COMP.		2,700	
30	OPERATING EXPENSES			134,200
30340	CONTRACT SERVICES		3,100	
	UNIFORM CLEANING	2,100		
	PEST CONTROL DOG PARK	1,000		
30350	TRAINING		1,400	
	VOL AG CTR / CDL CLASS	1,400		
30401	GAS/OIL	6,900	6,900	
30402	REPAIRS	1,500	1,500	
30411	PHONE	3,200	3,200	
30412	POSTAGE	0	0	
30431	ELECTRIC	2,700	2,700	
30432	WATER	1,000	1,000	
30434	SEWER	2,000	2,000	
30435	SOLID WASTE	0	0	
30437	CABLE & INTERNET	0	0	
30440	RENT/LEASE	0	0	
30450	GENERAL INSURANCE	39,100	39,100	
30460	REPAIRS/MAINTENANCE		36,900	
	CLAY COURT SUPPLIES	3,000		
	DUNE CROSSOVER REPAIRS	10,000		
	FERTILIZER/PESTICIDE	3,000		
	GEN REPAIRS/MAINT	4,500		
	MULCH	4,000		
	NETS/LIGHTS/COURTS-PBALL	4,000		
	R&R- SIGNS/ PLANTS/SPRINKLERS	6,100		
	WINDSCREENS/NETS/TAPE-ORC	2,000		
	800 MHZ RADIO UPGRADE	300		
30470	PRINTING	0	0	
30490	OTHER -		4,000	
	COMMUNITY CENTER DECOARATIONS	2,000		
	MISC X-MAS DECORATIONS	2,000		
30520	OPERATING SUPPLIES		32,400	
	COURT OF FLAGS	3,000		
	JANITORIAL SUPPLIES	3,000		
	MISC TOOL R&R / MISC SUPPLIES	14,900		
	PAPER PRODUCTS	5,000		
	HOLIDAY FLOAT	1,000		
	EDGER/BLOWER/TRIMMER(S)	4,000		
	WATER COOLER	1,500		
30530	ROAD MAINT. SUPPLIES		0	
	ASPHALT/LIMEROCK	0		
60	CAPITAL			70,800
60620	BUILDING		0	

60630	OTHER IMPROVEMENTS		70,800	
	BOCCE & TENNIS CARRYOVER	70800		
60640	EQUIPMENT		0	
90	TRANSFERS			0
			0	
	TOTAL PARKS DEPT. EXPENSE		421,200	421,200

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5751-COMMUNITY CENTER EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	141,709	153,800	177,800	0.8%	24,000
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	0	0	0		
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	10,261	11,800	13,600	0.1%	1,800
22	RETIREMENT	21,602	22,900	32,100	0.1%	9,200
23	LIFE/HEALTH INSURANCE	33,312	30,000	30,200	0.1%	200
24	WORKER'S COMP.	3,096	3,400	3,600	0.0%	200
	TOTAL PERSONAL SERVICES	209,980	221,900	257,300		35,400
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	5,700	6,100	9,500	0.0%	3,400
35	TRAINING	0	1,100	1,500	0.0%	400
40	VEHICLE EXPENSE/TRAVEL	3,809	5,800	6,000	0.0%	200
41	COMMUNICATIONS	3,930	8,600	5,000	0.0%	(3,600)
43	UTILITIES	50,600	47,300	40,800	0.2%	(6,500)
44	RENT/LEASE	2,160	500	500	0.0%	0
47	PRINTING	0	500	500	0.0%	0
49	OTHER CHARGES	2,513	3,000	15,500	0.1%	12,500
51	OFFICE SUPPLIES	702	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	42,091	18,400	11,000	0.0%	(7,400)
52	TRIPS	5,490	20,000	20,000	0.1%	0
54	BOOKS/MEMBERSHIPS	506	2,000	2,000	0.0%	0
	TOTAL OPERATING EXPENSES	117,501	115,300	114,300	0.5%	(1,000)
60	CAPITAL OUTLAY					
62	BUILDING	0	200,000	0	0.0%	(200,000)
63	IMPROVMENTS	0	0	0	0.0%	0
64	EQUIPMENT	11,967	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	11,967	200,000	0	0.0%	(200,000)
90	CONTINGENCY	0	0	0	0.0%	0
	GRAND TOTAL	339,448	537,200	371,600	1.7%	(165,600)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5751-COMMUNITY CENTER EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			257,300
10120	REGULAR SALARY		177,800	
	PARKS & REC. DIR			
	COMM CENTER COORD.			
	CUSTODIAL			
	P/T OFFICE STAFF			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10150	SPECIAL PAY		0	
10210	FICA		13,600	
10220	RETIREMENT		32,100	
10230	HEALTH		28,000	
10231	LIFE/VISION/DENTAL/ADD		2,200	
10240	WORKER'S COMP.		3,600	
30	OPERATING EXPENSES			114,300
30340	CONTRACT SERVICES		9,500	
	COPIER	1,600		
	WATER COOLER	300		
	PLANT PEOPLE	1,300		
	PHOTOGRAPHER	1,500		
	XM RADIO	300		
	SOFTWARE MAINT	4,500		
30350	TRAINING	1,500	1,500	
30403	TRAVEL		6,000	
	NRPA	3,000		
	FRPA AGENCY SUMMIT	1,000		
	FRPA	2,000		
30411	TELEPHONE	4,900	4,900	
30412	POSTAGE	100	100	
30431	ELECTRIC	24,500	24,500	
30432	WATER	8,800	8,800	
30434	SEWER	7,500	7,500	
30440	RENT/LEASE	500	500	
30470	PRINTING	500	500	
30490	OTHER CHARGES		15,500	
	MARKETING/WEBSITE	15,000		
	MISC.	500		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		11,000	
	CHRISTMAS DECORATIONS	6,000		
	BINGO REFRESHMENTS	1,000		
	MISC	3,200		
	VCRDA LUNCHEON	800		
30521	TRIPS	20,000	20,000	
30540	MEMBERSHIPS/BOOKS/PUBLICA.	2,000	2,000	
60	CAPITAL			0
60620	BUILDING	0	0	
60630	IMPROVEMENTS	0	0	
60640	EQUIPMENT	0	0	

90	CONTINGENCY	0	0
TOTAL COMMUNITY CENTER		371,600	371,600

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5800-CONTINGENCY EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
90	TRANSFERS					
900	CONTINGENCY	0	1,141,800	1,159,400	5.2%	17,600
901	TRANSFER TO RESERVES	0	0	0	0.0%	0
920	TRANSFER TO OTHER FUNDS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	GRAND TOTAL	0	1,141,800	1,159,400	5.2%	17,600

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5800-CONTINGENCY EXPENSE**

DEPARTMENTAL BUDGET DETAIL

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
90	TRANSFERS			1,159,400
900	Contingency		1,159,400	
	Capital Depreciation & Self Insurance (EE Health & Windstorm)	801,100		
	Short-Term General	99,300		
	Community Center Reserve Repayment	259,000		
901	Transfer to Reserves	0	0	
920	Transfer to Other Funds	0	0	

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5820-GEN LONG TERM DEBT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
70	DEBT SERVICE					
710	PRINCIPAL EXPENSE	577,000	603,000	0	0.0%	(603,000)
720	INTEREST EXPENSE	240,966	213,000	0	0.0%	(213,000)
730	ADMIN CHARGE		<u>0</u>	0	0.0%	<u>0</u>
	TOTAL DEBT SERVICE	817,966	816,000	0	0.0%	(816,000)
	GRAND TOTAL	817,966	816,000	0	0.0%	(816,000)

**CITY OF DAYTONA BEACH SHORES
DEPARTMENTAL BUDGET DETAIL
5820-GEN LONG TERM DEBT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
70	LOAN COSTS			0
70710	PRINCIPAL EXPENSE		0	
	\$10.7M 2005 Tranche 1 BOA 4.36%	0		
70720	INTEREST EXPENSE		0	
	\$10.7M 2005 Tranche 1 BOA 4.36%	0		
70730	ADMIN CHARGE (OFFSET)		0	
	Loan Fees	0		
	GEN LONG TERM DEBT		0	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
ECONOMIC DEVELOPMENT**

DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
ECONOMIC DEV ELOPMENT REVENUE				
TRANSFER IN FROM GENERAL FUND	0	150,000	50,000	(100,000)
TRANSFER FR FUND BALANCE	0	0	148,000	148,000
OPERATIONS REVENUE TOTAL	0	150,000	198,000	48,000
ECONOMIC DEVELOPMENT EXPENSE				
LAND PURCHASE INCENTIVES	0	130,000	30,000	(100,000)
LEASE SUBSIDY	0	10,000	20,000	10,000
ALTERNATIVE GRANT	0	0	143,000	143,000
BUSINESS LOYALTIES	0	10,000	5,000	(5,000)
ALTERNATIVE TAX RELIEF	0	0	0	0
OPERATIONS EXPENSE TOTAL	0	150,000	198,000	48,000
SEWER OPERTATIONS NET	0	0	0	0
TOTAL FUND REVENUE	0	150,000	198,000	48,000
TOTAL FUND EXPENSE	0	150,000	198,000	48,000
TOTAL NET	0	0	0	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
SEWER FUND FUNCTIONAL SUMMARY**

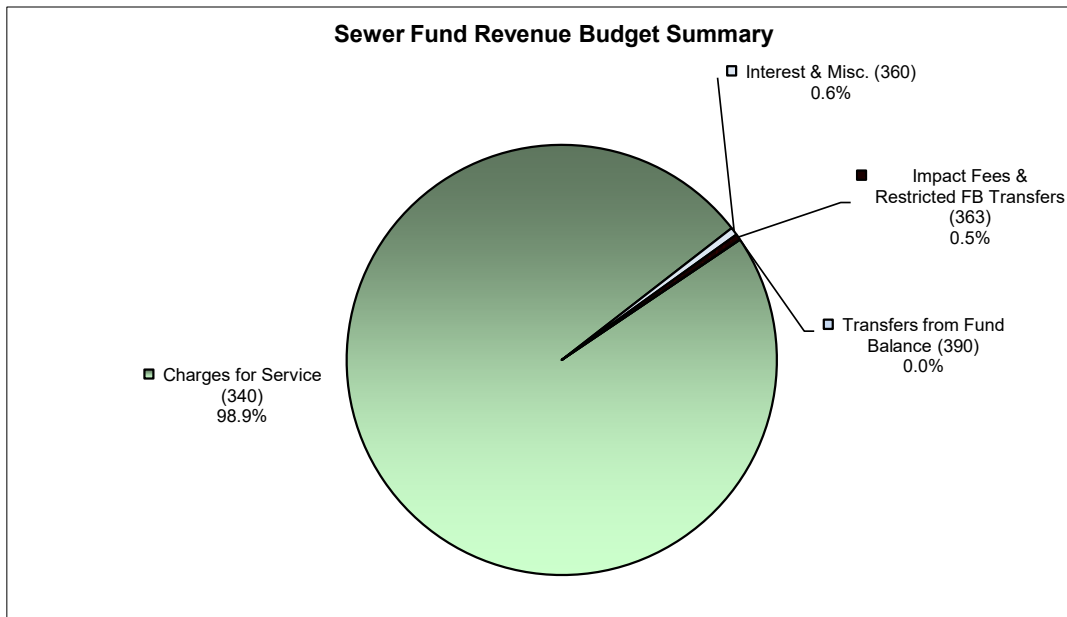
DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
SEWER OPERATIONS REVENUE				
PERMITS	120	0	0	0
SVC CHG. METER READ	99	0	0	0
SEWER REVENUE	3,402,568	3,409,000	3,415,000	6,000
OPERATING INTEREST	71,057	74,000	20,400	(53,600)
MISCELLANEOUS	24,500	0	0	0
SRF LOAN PROCEEDS	0	0	0	0
TRANSFER FR FUND BALANCE	0	0	0	0
OPERATIONS REVENUE TOTAL	3,498,344	3,483,000	3,435,400	(47,600)
SEWER OPERATIONS EXPENSE				
TOTAL PERSONAL SERVICES	267,443	260,300	267,700	7,400
TOTAL OPERATING EXPENSES	2,006,982	2,190,200	2,323,500	133,300
CAPITAL DEPRECIATION	307,766	467,300	469,100	1,800
TOTAL CAPITAL OUTLAY	0	0	0	0
CONTINGENCY	0	542,000	351,900	(190,100)
BAD DEBT WRITE DOWN	0	0	0	0
TOTAL DEBT SERVICE				
PRINCIPLE & CHARGES	0	0	0	0
INTEREST PAYMENTS	28,855	23,200	23,200	0
OPERATIONS EXPENSE TOTAL	2,611,047	3,483,000	3,435,400	(47,600)
SEWER OPERATIONS NET	887,297	0	0	0
SEWER IMPACT FEE REVENUE				
IMPACT FEE INTEREST	733	700	100	(600)
SEWER IMPACT FEE	23,284	16,000	16,000	0
TRANSFER FR I.F. FUND BALANCE	0	0	0	0
IMPACT FEE REVENUE TOTAL	24,017	16,700	16,100	(600)
SEWER IMPACT FEE EXPENSE				
OPERATING EXPENSES	0	2,000	2,000	0
CAPITAL OUTLAY	0	0	0	0
DEBT SERVICE	0	0	0	0
CONTINGENCY	0	14,700	14,100	(600)
TRANSFER TO RESERVES	0	0	0	0
IMPACT FEE EXPENSE TOTAL	0	16,700	16,100	(600)
SEWER IMPACT FEE NET	24,017	0	0	0
TOTAL FUND REVENUE	3,522,361	3,499,700	3,451,500	(48,200)
TOTAL FUND EXPENSE	2,611,047	3,499,700	3,451,500	(48,200)
TOTAL NET	911,314	0	0	0

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2019-20 BUDGET

SEWER FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
Charges for Service (340)	3,402,667	3,409,000	3,415,000	6,000
Interest & Misc. (360)	96,290	74,700	20,500	(54,200)
Impact Fees & Restricted FB Transfers (363)	23,284	16,000	16,000	0
Transfers from Fund Balance (390)	0	0	0	0
TOTAL	3,522,361	3,499,700	3,451,500	(48,200)

Account Description	SEWER FUND LINE ITEM REVENUE DETAIL			
	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
401-340-3430-43500 Sewer Revenue	3,402,667	3,409,000	3,415,000	6,000
401-360-3610-61003 BoA Operating Interest	71,043	74,000	20,400	(53,600)
401-360-3610-61200 SBA Operating Interest	13	0	0	0
401-360-3610-61004 BoA Impact Fee Interest	733	700	100	(600)
401-360-3640-64000 Sales of Fixed Assets	24,500	0	0	0
401-360-3690-69999 Miscellaneous	0	0	0	0
401-363-2360-63000 Sewer Impact Fee	23,284	16,000	16,000	0
401-363-2360-81600 Transfer fr I.F. Fund Bal.	0	0	0	0
401-380-3840-40111 Sewer Construction Rev.	0	0	0	0
401-390-3990-81600 Trans fr Fund Balance	0	0	0	0
SEWER FUND TOTAL	3,522,361	3,499,700	3,451,500	(48,200)

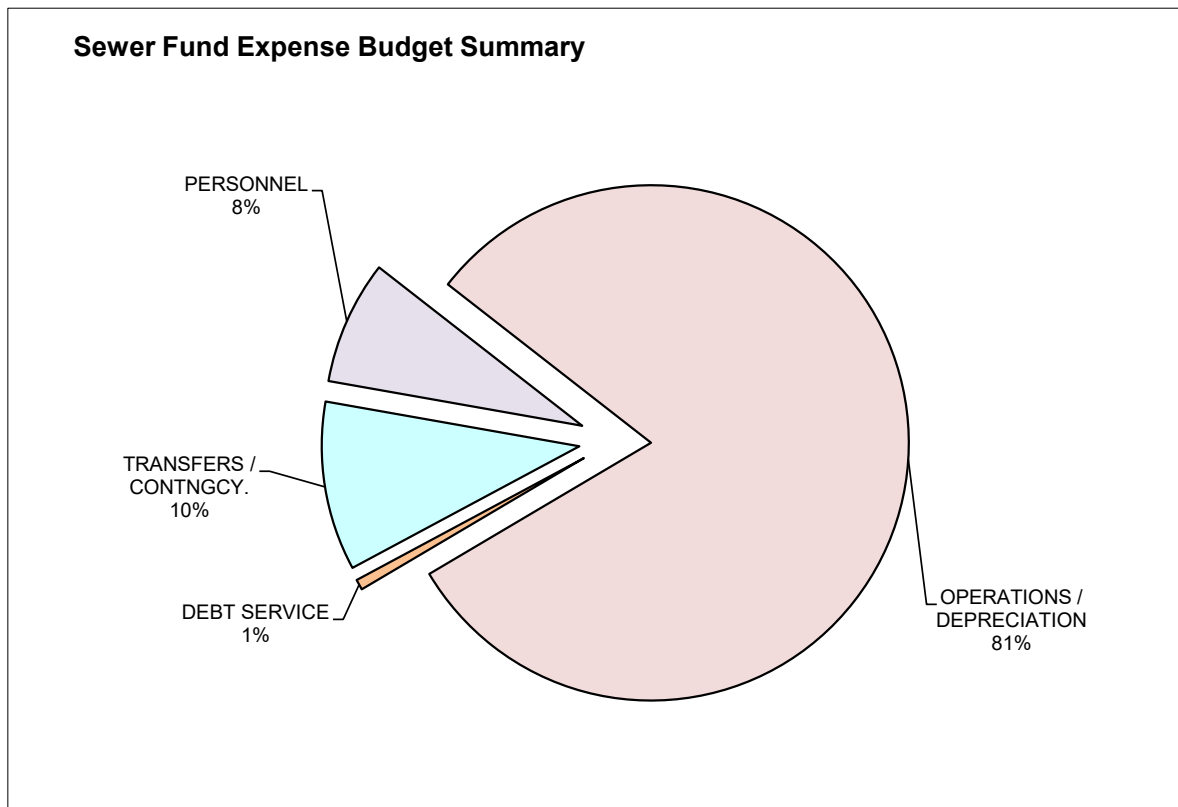


**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
SEWER FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
5350	SEWER OPERATING	2,611,047	3,483,000	3,435,400	(47,600)
5351	SEWER IMPACT	0	16,700	16,100	(600)
5352	SEWER CONSTRUCTION	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		2,611,047	3,499,700	3,451,500	(48,200)

BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	267,443	260,300	267,700	7,400
OPERATIONS / DEPRECIATION	2,314,748	2,659,500	2,794,600	135,100
DEBT SERVICE	28,855	23,200	23,200	0
TRANSFERS / CONTNGCY.	<u>0</u>	<u>556,700</u>	<u>366,000</u>	(190,700)
TOTAL EXPENDITURES	2,611,047	3,499,700	3,451,500	(48,200)



**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
401-5350 SEWER OPERATING EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET
10	PERSONAL SERVICES			
12	REG. SALARY	180,968	175,000	180,000
13	OTHER SALARY	0	3,700	3,700
14	OVERTIME	7,717	4,500	4,500
15	SPECIAL PAY	226	3,000	1,500
21	FICA	13,732	14,200	14,500
22	RETIREMENT	15,591	15,700	19,300
23	LIFE/HEALTH INSURANCE	45,263	40,000	40,300
24	WORKER'S COMP. & OPEB	3,945	4,200	3,900
	TOTAL PERSONAL SERVICES	267,443	260,300	267,700
30	OPERATING EXPENSES			
31	PROFESSIONAL SERVICES	0	12,000	12,000
32	ACCOUNTING/AUDITING	28,795	23,400	23,400
34	CONTRACTUAL SERVICES	3,730	31,600	31,600
35	TRAINING	350	2,600	2,600
40	VEHICLE EXP/TRAVEL	18,875	23,300	20,500
41	COMMUNICATIONS	11,104	12,300	12,300
43	UTILITY SERVICES	1,131,933	1,195,800	1,193,900
44	RENT AND LEASE	1,616	1,500	1,500
45	GENERAL INSURANCE	20,203	12,000	12,000
46	REPAIRS/MAINTENANCE	66,896	110,600	155,100
47	PRINTING	1,274	2,100	2,100
49	OTHER	677,351	715,900	805,900
51	OFFICE SUPPLIES	211	600	600
52	OPERATING SUPPLIES	44,645	46,200	49,700
53	ROAD MAINT/SUPPLIES	0	0	0
54	BOOKS/MEMBERSHIPS	0	300	300
59	DEPRECIATION/AMORTIZATION	307,766	467,300	469,100
	TOTAL OPERATING EXPENSES	2,314,748	2,657,500	2,792,600
60	CAPITAL OUTLAY			
62	BUILDINGS	0	0	0
63	IMPROVEMENTS	0	2,575,000	2,575,000
64	EQUIPMENT	158,440	435,000	462,000
69	CAPITAL OFFSET	(158,440)	(3,010,000)	(3,037,000)
	TOTAL CAPITAL OUTLAY	0	0	0
70	DEBT SERVICE			
71	PRINCIPAL (Actuals are incorp.withIn Depreciation)	0	0	0
72	INTEREST	28,855	23,200	23,200
	TOTAL DEBT SERVICE	28,855	23,200	23,200

90	TRANSFERS			
90	CONTINGENCY	0	542,000	351,900
905	BAD DEBT	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL TRANSFERS	0	542,000	351,900
	GRAND TOTAL	2,611,047	3,483,000	3,435,400

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>
10	PERSONAL SERVICES		
10120	REGULAR SALARY		180,000
	(4) SEWER TECHNICIANS		
10130	OTHER SALARY		3,700
10140	OVERTIME		4,500
10150	SPECIAL PAY		1,500
10210	FICA		14,500
10220	RETIREMENT		19,300
10230	HEALTH		37,300
10231	LIFE/VISION/DENTAL/ADD		3,000
10240	WORKER'S COMP.		3,900
30	OPERATING EXPENSES		
30310	PROFESSIONAL SERVICES		12,000
	ENGINEER SERVICES	12,000	
30320	ACCOUNTING/AUDITING		23,400
	ANNUAL AUDIT	19,440	
	SINGLE AUDIT (GRANTS)	4,000	
30340	CONTRACT SERVICES		31,600
	CUES MAINT. CONTRACT	1,000	
	MUNIS UB CIS	27,000	
	STATION 1 ALARM MONTIOR	2,100	
	UNIFORM RENTAL	1,500	
30350	TRAINING		2,600
	CAMERA SCHOOL	500	
	CONFINED SPACE CERT.	1,300	
	LIFT ST.MECHANIC X-TRAINING	800	
30401	GAS/OIL	6,500	6,500
30402	VEH.MAINT./REPAIRS	12,000	12,000
30403	TRAVEL/PER DIEM		2,000
	CONFINED SPACE CERT.(2)	1,000	
	LIFT STA. MECHANIC	1,000	
30411	TELEPHONE		6,200
	Pump Alarms, SCADA Syst., & CPs	6,200	
30412	POSTAGE		6,100
	SEWER BILL MAILING	6,100	
30431	ELECTRIC	35,800	35,800
30432	WATER		10,200
	CITY OF P.O. & DB	10,200	
30434	SEWER		1,147,900
	Charges for Sewer Services	1,147,900	
30440	RENT/LEASE		1,500
	TOOLS/PUMP RENTALS	1,500	
30450	INSURANCE	12,000	12,000

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>
30460	REPAIRS/MAINTENANCE		155,100
	ELECTRICAL REPAIRS	2,400	
	EMERGENCY REPAIRS	13,500	
	INSPECT/CLEAN/TELEVISION	10,400	
	LOCATES	6,000	
	MAINT.-UTIL SYSTEMS	1,000	
	MANHOLE COVERS./RINGS	2,000	
	MISC.REPAIRS/PARTS	4,100	
	MUNIS UB CIS	500	
	POWER MONITOR	2,400	
	PUMP REPAIRS	5,500	
	GENERATOR REPAIRS	3,000	
	REPAIRS TO SEWER LINES	9,600	
	ROAD MAINT/SUPPLIES	1,500	
	SCADA SYSTEM MAINT.	5,000	
	SEALS/SLEEVES/MOTOR	12,000	
	SEMI-ANNUAL WET WELL	6,900	
	SLIP LINING	60,000	
	MASTER STATION AC REPLACEMENT	9,000	
	UPGRADE 800MHZ RADIOS	300	
30470	PRINTING		2,100
	SEWER BILLS AND ENVELOPES	2,100	
30490	OTHER		805,900
	BANKING FEES	900	
	INTERNAL SERVICE CHARGE TO GF		
	HR Charge	743,900	
	Assets & Operations Charge	61,100	
30510	OFFICE SUPPLIES		600
	GEN OFFICE SUPPLIES	600	
30520	OPERATING SUPPLIES		49,700
	ACTIVATED CARBON FILTERS	13,000	
	DEGREASER	9,800	
	MISC. ELECTRIC SUPPLIES/TOOLS	11,400	
	BYPASS HOSE REPLACEMENT	6,000	
	DIESEL FOR GENERATORS	4,500	
	CCTV TRAILER	5,000	
30530	ROAD MAINT./SUPPLIES	0	0
30540	BOOKS/MEMBERSHIP		300
	FL WATER & POLLUTION	300	
30590	DEPRECIATION EXPENSE		469,100
	CURRENT PLANNED WRITEDOWN	352,500	
	PLANNED FY PURCHASES	116,633	
30591	AMORTIZATION EXPENSE	0	0
30592	AMORTIZATION EXPENSE	0	0

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
60	CAPITAL OUTLAY			0
60630	IMPROVEMENTS		2,575,000	
	SEWER IMPROVES/REPAIRS	2,575,000		
	MASTER UTILITY PLAN			
60640	EQUIPMENT		462,000	
	STATION 5 MOTOR DRIVES	15,000		
	STATION 5 BYPASS PUMP INSTALL	16,000		
	STATION 5 BYPASS PUMP	138,000		
	STATION 7 VALVE PIT REPLACEMENT	23,000		
	VACTRON TRAILER	160,000		
	INSERTER/FOLDER	10,000		
	STATION 1&2 GENERATORS	100,000		
60699	CAPITAL OFFSET		(3,037,000)	(3,037,000)
70	DEBT SERVICE			23,200
70710	PRINCIPAL		0	
	SRF Sewer Improvement	225,669		
70711	Principal Payments Offset	(225,669)		
70720	INTEREST		23,200	
	SRF Sewer Improvement	23,150		
90	TRANSFERS			0
90900	CONTINGENCY		0	
90901	TRANS TO RESERVES	0	0	
90905	BAD DEBT	0	0	
	Permanent Fund Balance Transfer	0		
TOTAL SEWER OPERATING EXPENSE		5,852,823		3,037,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
401-5351 SEWER IMPACT FEE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
30	OPERATING EXPENSES				
340	OTHER CONTRACT SERVICES <i>(revenue linked -collected fees due port orange & misc eng.srvcs)</i>	<u>0</u>	<u>2,000</u>	<u>2,000</u>	<u>0</u>
	OPERATING EXPENSES	0	2,000	2,000	0
60	CAPITAL OUTLAY				
630	OTHER IMPROVEMENT	0	0	0	0
640	EQUIPMENT	0	0	0	0
699	CAPITAL OFFSET	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	CAPITAL OUTLAY	0	0	0	0
70	DEBT SERVICE				
710	PRINCIPAL				
	SRF Sewer Improvement	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	DEBT SERVICE	0	0	0	0
90	NON-OPERATING				
900	CONTINGENCY	0	14,700	14,100	(600)
901	TRANSFER TO RESERVE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	NON-OPERATING	0	14,700	14,100	(600)
	IMPACT FEE EXPENSE	0	16,700	16,100	(600)

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

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Becky Vose, City Attorney John Cary, 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

- A. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Cary read the resolution in its entirety for the record. Finance Director Swartzlander explained that the proposed millage rate was 5.0476, the rolled back rate. This is not considered an increase in taxes for the residents. The proposed budget includes debt reduction and a few carryover items from this year such as the fire truck, bocce courts and the Public Safety roof repair.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR RICHARD BRYAN to Approve RESOLUTION 2020-09 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

- B. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Cary read Resolution 2020-10 by short title only.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve Resolution 2020-10 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,

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

Mayor Miller thanked Director Dembinsky and his staff for their work over the Labor Day weekend that included the big truck event. She had recently heard from the Mayor of Ponce Inlet who commended the officers for providing mutual aid for a fire. She mentioned a video on Facebook from this past weekend that showed Officer Castellano responding first as a Police Officer and moving right into putting out a car fire. It was an excellent example of how cross-training is beneficial to our residents.

6. APPROVAL OF MINUTES

A. City Council Minutes August 25, 2020

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the Minutes from August 25, 2020.

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

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

7. CONSENT AGENDA:

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report 9/9

Attorney Cary reviewed the City Attorney report submitted. In addition, they have been working with Finance and Bank of America regarding the charges for paying off the swaps early. At this point, there is no legal recourse for the city. The bank is allowed to charge an early payoff fee.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report September 9, 2020

The City Manager reviewed his report stating that work on the bocce courts was almost finished. The shuffle board court would be poured when the new sidewalk is installed. The demo work was almost completed on the old bocce courts so work on the new tennis court

could begin next week. He thanked the Community Services staff for their hard work on the project. He also thanked Finance Director Swartzlander and his staff along with the Department Heads for their work on the budget. He congratulated Director Dembinsky for being voted as the First Vice President of the Florida Police Chiefs Association.

10. OLD BUSINESS:

A. Ordinance 2020-08 Conduct of Council when Communicating with others

Vice Mayor Bryan felt the ordinance was too strict and wouldn't allow for any exceptions. It would apply to anything he said. CMBR Politis explained that was the spirit of the ordinance to protect the councilmembers. Attorney Cary explained that sharing facts with anyone was perfectly fine, this ordinance is only for offering personal opinions.

Audience member Rick Brown was pleased this was being addressed. He felt it wouldn't allow facts to be turned around as it sometimes occurs with social media.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Adopt Ordinance 2020-08 on second reading.

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

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

The Ordinance was read by short title by the City Attorney.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to Approve Ordinance 2020-09: Public Beach Access Walkway Dedication to City by Aruba Ventures, LLC (3721 S. Atlantic Avenue).

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

This item had been continued from the August 25th agenda. Mayor Miller provided a brief history of the property. The city purchased the property from Doug Cook and it was zoned for mixed use. Back in 2005, a five story multi-use development was approved by the City Council. Last year, the current council reached out to the residents to find out what they would like to see on the land. Many didn't want to see a larger project and preferred two story townhomes. Vice Mayor Bryan disclosed that he attended the Planning & Zoning meeting but his decision would be based on what he heard tonight. City Planner Stewart Cruz began his presentation by stating that a Development Agreement had already been approved for this property earlier this year. Staff researched the property back to 1980 and all zoning maps

show it was not part of the PUD as some residents believe. All due public notice requirements were met. The only outstanding issue is obtaining the sewer force main easement dedication. That will occur at the end of the project. Staff recommended approval of the site plan contingent on the dedication of the sewer easement.

Mayor Miller read the submitted comments for the record from the following residents: Pat Collette, Prabha Trivedi, Robert Martin and William Beck who were all opposed to the project as they felt the property should remain green space.

Audience Members: Rick Brown felt it was not a viable property for development. He believes it will turn into blight and amplify the noise along that stretch of S Atlantic Avenue. He also implied that past councils were greedy with dishonorable intentions for the property. CMBR Lindauer didn't like the implication of past councils being underhanded and objected to the inference.

Carol Christopher inquired if the new townhomes would be paying into maintaining the golf course like the neighboring HOAs.

Tony Rembiszewski questioned how much of the median would be lost for this new development. City Planner Cruz responded it would be a 30 foot gap in the median.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the Site Plan RSP12020018: Oceans 25 Townhomes, 2900 S. Atlantic Avenue.

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

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

11. NEW BUSINESS:

- A. Ordinance 2020-10: Amendment to Shores 109, LLC - City of Daytona Beach Shores Development Agreement

City Planner Stewart Cruz explained that this was an amendment to an existing Development Agreement. The property owner needed to scale down the project due to increased development costs. The changes were reviewed for the council. They included a reduced outdoor dining area, less parking spaces, removal of an outdoor restroom and the monument sign relocated into the alleyway. All due public notice has been provided. The Planning & Zoning Board recommended approval as does staff.

CMBR Lindauer inquired on how soon construction would begin. Mr. Galbreath responded as soon as possible. He was excited to get the project started.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by VICE MAYOR RICHARD BRYAN to Approve Ordinance 2020-10 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

B. Ordinance 2020-11: Temporary Promotional Activities

Mayor Miller explained that even if there were no big events happening in the near future, this Ordinance would be a positive move for businesses. Director Hiatt stated that it could become effective immediately after adoption at second reading.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by VICE MAYOR RICHARD BRYAN to Approve Ordinance 2020-11 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

No: None

C. Consideration of Request for Reduction/Rescission of Code Enforcement Lien for 137 Sunrise Blvd. (2042 S. Atlantic Ave.)

Code Enforcement Coordinator Gwyn Herstein explained that the property owner had requested the City Council to consider a further reduction with the imposed lien. She provided a brief history of the code enforcement case adding that they were given a lot of time to gain compliance. Property owner, Marie Shabtai spoke via phone to the council. She requested the lien be reduced to \$2,000. She stated that they lived in New York and were unable to travel. She provided no other explanation as to the length of time it took for compliance. Mayor Miller inquired when was the last time they had visited the property. Mr. Shabtai had been down three years earlier. The Mayor asked if they had a property manager and they do not. Ms. Herstein stated that property is now compliant which is the goal. The Special Magistrate reviewed the case and followed the state guidelines imposing a lien. After a brief discussion by council, they felt the most they would reduce the fine was \$700. The fine would still need to be paid within the guidelines set forth by the Special Magistrate or it would revert to the original amount.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to Approve a reduction in the Lien for 137 Sunrise Blvd to \$9,000.00 and to pay the Administrative Fee.

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

D. Discussion on naming the new tennis court

CMBR Frizalone explained that after speaking to several members of the tennis community, the city had done enough to honor past Mayor Don Large. The museum was already named for him and the city pronounced August 19th as Don Large Day. There is no disrespect to the Large family, but the courts will remain nameless. They will be designated by number.

12. **COUNCIL COMMENTS:**

Vice Mayor Bryan was asked to report on the recent TPO meetings he had attended. He explained that they had been virtual meetings but nothing had progressed in the last few months. He stated that he has brought up scooters and electric bike safety, but they had not discussed the topics yet. Resident Marilyn Wheeler was acknowledged for her work on the

Large's memorial service. Mayor Miller reminded everyone to complete the census as the deadline was approaching. The Council as a whole congratulated city staff for their hard work on all the recent projects going on throughout the city.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Rick Brown inquired if the city would soon be streaming meetings and utilizing a TV channel. He also asked if another electric vehicle charging station could be installed. Mayor Miller explained that the meetings would soon be a live feed but not on viewed on TV. There are no current plans to expand the charging station.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Economic incentive grants and possible debt reduction resolution

15. ADJOURNMENT:

The meeting ended at 7:53 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

OK 9.11.2020

MONTHLY REPORT FOR AUGUST 2020

	Aug-20	20/YTD	Aug-19	19/YTD
<i>Police Related Calls</i>	2,665	19,577	2,861	21,178
<i>Fire Related Calls</i>	54	388	17	263
<i>Rescue Related Calls</i>	106	677	85	676
<i>Fire Related Alarms Sounding</i>	17	108	16	87
<i>Traffic Citations</i>	277	1,608	336	3,134
<i>Written Warnings</i>	153	591	87	802
<i>Building Inspections</i>	33	231	41	410
<i>Arrests: Adults</i>	40	243	51	411
<i>Juveniles</i>	2	9	0	3
<i>Civil Citations</i>	0	0	0	89
<i>City Ordinance Charges</i>	0	0	1	1
<i>Florida State Statute Charges</i>	65	386	89	766
<i>Accidents: Total</i>	27	201	26	173
<i>Street/Highway</i>	14	107	13	92
<i>Parking Lot</i>	13	94	13	81

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-08-01 through 2020-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	631	23.68 %	20.35
TRAFFIC STOP	TS	478	17.94 %	15.42
MISCELLANEOUS LE CALL	MISC	398	14.93 %	12.84
PROPERTY CHECK	PRC	269	10.09 %	8.68
SUSP PERSON	SPER	108	4.05 %	3.48
TELEPHONE HANDLE	THC	42	1.58 %	1.35
MEDICAL EMERGENCY	MED1	41	1.54 %	1.32
SUSP INCIDENT	SINC	39	1.46 %	1.26
SUSP VEHICLE	SVEH	39	1.46 %	1.26
DISTURBANCE	DIST	33	1.24 %	1.06
SPECIAL DETAIL	SDL	33	1.24 %	1.06
FLAG DOWN	FLAG	28	1.05 %	0.90
SUSPECT STOP	SS	25	0.94 %	0.81
MVA	MV	23	0.86 %	0.74
RECKLESS DRIVER	RD	22	0.83 %	0.71
DIRECTED PATROL REQUEST	DPR	21	0.79 %	0.68
FIRE ALARM	ALARMF	20	0.75 %	0.65
911 CK/OPEN LINE	911CK	19	0.71 %	0.61
ILLEGAL PARKING	PARK	16	0.60 %	0.52
TRESPASSERS	TRES	16	0.60 %	0.52
FOUND PROPERTY	PROPF	15	0.56 %	0.48
WARRANT	WAR	14	0.53 %	0.45
INVESTIGATION	INV	13	0.49 %	0.42
MEDICAL NON-EMERG	MED2	13	0.49 %	0.42
WALKUP	WALKUP	12	0.45 %	0.39
NOISE	NOISE	11	0.41 %	0.35
RADAR	RADAR	11	0.41 %	0.35
ROAD OBSTRUCTION	RDOB	11	0.41 %	0.35
ZONE ACCOUNTABILITY PATR	ZAP	11	0.41 %	0.35
BUSINESS ALARM	ALARMB	10	0.38 %	0.32
CIVIL COMPLAINT	CIVIL	10	0.38 %	0.32
TOWED VEHICLE	TOW	10	0.38 %	0.32
WELL BEING CHECK	WBC	10	0.38 %	0.32
ASSAULT/BATTERY	ABAT	9	0.34 %	0.29
INFORMATION GIVEN	INFO	9	0.34 %	0.29
NARCOTICS	NARC	9	0.34 %	0.29
DISABLED VEHICLE	DAV	8	0.30 %	0.26
MENTALLY ILL PER	MIP	8	0.30 %	0.26
FALL- NON EMERGENCY	TRAU3	7	0.26 %	0.23
ELEVATOR CALL	ELEV	6	0.23 %	0.19
FIGHT	FIGHT	6	0.23 %	0.19
FLEEING DRIVER	FLEE	6	0.23 %	0.19
THEFT	THEFT	6	0.23 %	0.19
WALK & TALK	WT	6	0.23 %	0.19
ASSIST AGENCY	ASSIST	5	0.19 %	0.16
HIT&RUN MVA	MVHR	5	0.19 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-08-01 through 2020-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
STROKE / CVA	CVA	5	0.19 %	0.16
TRAUMA CRITICAL	TRAUE	5	0.19 %	0.16
UNCONSCIOUS	UNC	5	0.19 %	0.16
ATT TO CONTACT	ATC	4	0.15 %	0.13
DOMESTIC DISTURBANCE	DV	4	0.15 %	0.13
DRUNK DRIVER	DUI	4	0.15 %	0.13
SUICIDAL PERSON	SP	4	0.15 %	0.13
ANIMAL COMPLAINT	AC	3	0.11 %	0.10
BURGLARY ALARM	ALARM	3	0.11 %	0.10
DEAD PERSON	DEAD	3	0.11 %	0.10
DRUNK PERSON	IP	3	0.11 %	0.10
ESCORT	ESCORT	3	0.11 %	0.10
LOST PROPERTY	PROPL	3	0.11 %	0.10
MISC FIRE SERVICE CALL	MISCF	3	0.11 %	0.10
NE ASST- FIRE REQ	LEO2	3	0.11 %	0.10
TRAUMA EMERGENCY	TRAU1	3	0.11 %	0.10
WATER RESCUE	WATER	3	0.11 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.08 %	0.06
ALZHEIMERS	ALZ	2	0.08 %	0.06
ATTEMPTED SUICIDE	ASUI	2	0.08 %	0.06
BOLO	BOLO	2	0.08 %	0.06
CARBREAK	CB	2	0.08 %	0.06
CARDIAC ARREST	CPR	2	0.08 %	0.06
CITY ORDINANCE VIOLATION	COV	2	0.08 %	0.06
CIVIL SERVICE	CIVILS	2	0.08 %	0.06
DROWNING	DROWN	2	0.08 %	0.06
FRAUD	FRAUD	2	0.08 %	0.06
MVA W/ INJURIES	MVI	2	0.08 %	0.06
SEX OFFENSE	SO	2	0.08 %	0.06
SOLICITORS	SOL	2	0.08 %	0.06
STRUC FIRE COMM/HIGHRISE	SFCH	2	0.08 %	0.06
TRAFFIC LITE OUT	TLO	2	0.08 %	0.06
TRAUMA NON EMERG	TRAU	2	0.08 %	0.06
VANDALISM	VAND	2	0.08 %	0.06
ABUSE	ABUSE	1	0.04 %	0.03
ASSIST	ASST	1	0.04 %	0.03
BRUSH FIRE	BF	1	0.04 %	0.03
BURG/IN PROG	BURGIP	1	0.04 %	0.03
BURG/RESD	BURGR	1	0.04 %	0.03
CAR BREAK	CB1	1	0.04 %	0.03
DANGEROUS COND PD	DCPD	1	0.04 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03
MEDICAL UNKNOWN	ALARMM	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-08-01 through 2020-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
OVERDOSE/POISONING	OD	1	0.04 %	0.03
PANIC ALARM	ALARM	1	0.04 %	0.03
PERSON SHOT	PSHOT	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
PROSTITUTION	PROST	1	0.04 %	0.03
PROWLER	PROW	1	0.04 %	0.03
REPOSSESSED VEH	REPO	1	0.04 %	0.03
SEX OFFENSE HIGH PRI	SO1	1	0.04 %	0.03
SHOPLIFTING	SHOP1	1	0.04 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.04 %	0.03
STOLEN TAG	TAGS	1	0.04 %	0.03
STOLEN VEHICLE	SV	1	0.04 %	0.03
STR ARM ROBBERY	SROB	1	0.04 %	0.03
STRUCTURE FIRE	SF	1	0.04 %	0.03
THREATENING CALL	TCALL	1	0.04 %	0.03
VESSEL FIRE	BOATF	1	0.04 %	0.03
TOTAL CALLS:		2,665	100.00%	85.97

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

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 2020 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
ENGINE RESPONSE	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
STRUCTURE FIRES	0	0	0	3	0	3	2	0	2
HAZARDOUS CONDITIONS	2	1	0	17	6	1	20	7	2
VEHICLE FIRES	0	0	0	0	0	0	0	0	0
BOAT FIRES	1	0	0	1	0	0	0	0	0
OTHER FIRES NOT LISTED	2	1	0	5	2	0	7	5	2
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	3	2	0	10	0	0
SERVICE CALLS	24	8	2	216	32	10	140	37	3
FIRE ALARMS	16	0	1	101	2	3	96	5	3
CANCELLED EN ROUTE	7	2	4	58	24	29	53	15	13
TOTALS	52	12	7	404	68	46	328	69	25

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	8	8	50	80	35	56
HOTEL/MOTEL	4	0	19	19	47	37
ASSEMBLY	0	0	3	1	3	5
MERCANTILE	0	0	5	4	17	18
RESTAURANT	2	1	9	6	17	11
BUSINESS	3	3	26	7	45	21
OTHER	1	0	23	0	48	0
CONSTRUCTION	1	1	36	6	60	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	1	7	2	9	8
TOTALS	19	14	178	125	281	156

PLANS EXAMINATION HOURS:2 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 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	62	5	2	397	86	6	378	63	11
BLS CALLS	32	4	1	248	58	12	261	55	10
TOTALS	94	9	3	645	144	18	639	118	21



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 August 2020

<i>Matthew Sweeney</i>	<i>8/27-28</i>	<i>Breath Test Operator DSC</i>
<i>Zachary Rooney Michael Schoenbrod Darius DeBarros Daniel Carrazana Jordan Duffy</i>	<i>8/31-9/4</i>	<i>Basic SWAT School VCSO</i>



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR AUGUST 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 batteries	Golf Cart
Replace front brake pads	Veh #142
Replace caliper	Veh #142
Replace A/C actuator	Veh #107
Replace radiator	Veh #116
Replace coil & spark plugs	Veh #149
Replace spark plugs	Veh #144

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - AUGUST 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 started working again on replacement lighting for the city buildings, assisting in the replacement of the public safety AC, repainted offices in public safety and handled a couple garage door repairs in the fire bay.

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, pouring a new sidewalk and removing the old bocce ball area. They pressure washed some of the parks on the north end, ran new water lines for the new tennis court, and hauled sand for the hurricane preparation that was done. The electrician started working on the bocce ball underground wiring for lights, adding fans to the community center bathroom area and handled 24 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 repaired phone lines at station 2 and 4, lowered a manhole at 130 Glen Myra and installed a new transfer switch at station 4. They also repaired the fence at Riverpoint and replaced a battery on the bypass pump as well as handling 4 animal control calls and 44 sewer line locates during this month.

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – August, 2020

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 8
 Approved by Staff this Month: 1
 Approved by Staff this Fiscal Year: 8
 Approved by City Council this Month: 1
 Approved by City Council this Fiscal Year: 1
 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
Kennedy Residence	3746 Cardinal Boulevard	8/4	Build 4 foot tall retaining wall	\$12,500.00	\$137.65
Rogers Residence	3703 South Atlantic Avenue, Unit 902	8/4	Replace existing counter tops	\$19,835.00	\$182.96
Beach Bagel Cafe	3344 South Atlantic Avenue	8/4	Remodel restaurant interior, update bathrooms to code	\$52,800.00	\$427.09
Cai Residence	3003 South Atlantic Avenue, Unit 15B3	8/5	Replace 6 windows and 1 sliding glass door	\$57,869.00	\$397.56
Maine Residence	3425 South Atlantic Avenue, Unit 703	8/7	Unit remodel, new cabinets and tops	\$38,000.00	\$301.82
Caballero Residence	3051 South Atlantic Avenue, Unit 1601	8/11	Remove and replace 4 windows	\$14,387.00	\$154.75
Saffer Residence	3333 South Atlantic Avenue, Unit 1804	8/11	Replace kitchen cabinets, and doors	\$30,472.00	\$243.84
Keifer Residence	3051 South Atlantic Avenue, Unit 1004	8/11	Remodel kitchen	\$27,000.00	\$221.25
Pollard Friendly Homes LLC	3831 South Atlantic Avenue, Unit 201	8/11	Interior remodel	\$52,800.00	\$369.09
Agnew Residence	2545 South Atlantic Avenue, Unit 507	8/12	Remove kitchen wall, install cabinets, master shower	\$26,000.00	\$215.56
Benn Residence	2425 South Atlantic Avenue, Unit 502	8/13	Remodel kitchen and bathrooms	\$21,400.00	\$193.73

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Public Safety	3050 South Atlantic Avenue	8/14	Replace 1 chiller system, 2 air handlers	\$161,116.00	\$0.00
Stanhope Residence	3023 South Atlantic Avenue, Unit 707	8/20	Convert tub to shower, new valve	\$10,000.00	\$112.00
Antolos Residence	3003 South Atlantic Avenue, Unit 6A2	8/21	Replace hall and master showers	\$12,000.00	\$129.10
Schlapper Residence	3003 South Atlantic Avenue, Unit 5C6	8/21	Replace kitchen, open wall to living room, replace vanities	\$56,000.00	\$386.22
Wagner Residence	3855 South Atlantic Avenue, Unit 1503	8/24	Remodel kitchen and bathroom	\$87,922.00	\$568.23
Rogers Residence	105 White Cap Avenue	8/24	Demo existing fence, install pressure treated wood fence	\$19,000.00	\$144.00
Zodiac Condo	3761 South Atlantic Avenue	8/24	Concrete repairs to beams, columns and decks	\$183,795.00	\$972.25
Peck Residence	2625 South Atlantic Avenue, Unit 18NE	8/24	Remodel unit	\$31,800.00	\$249.63
Oceans One Condo	3051 South Atlantic Avenue	8/25	Install fire alarm system	\$317,102.00	\$1,575.92
Sayers Residence	2 Oceans West Boulevard, Unit 605	8/26	Install 3 motorized hurricane shutters	\$13,468.00	\$146.20
Maffucci Residence	2 Oceans West Boulevard, Unit 1802	8/26	Install 3 motorized hurricane shutters	\$15,150.00	\$161.50
Kemple Residence	2 Oceans West Boulevard, Unit 1906	8/26	Install 5 motorized hurricane shutters	\$19,018.00	\$182.96
Demry Residence	2 Oceans West Boulevard, Unit 1905	8/26	Install 3 motorized hurricane shutters	\$13,194.00	\$146.20
Larsen Residence	2 Oceans West Boulevard, Unit 1902	8/26	Install 3 motorized hurricane shutters	\$13,194.00	\$146.20
Scott Residence	2 Oceans West Boulevard, Unit 1200	8/26	Install 5 motorized hurricane shutters	\$16,195.00	\$166.82
Woodfin Residence	2 Oceans West Boulevard, Unit 1205	8/26	Install 3 motorized hurricane shutters	\$13,194.00	\$146.20
Top of Daytona	2625 South Atlantic Avenue	8/26	Install 3 kitchen grease hoods, exhaust fan, supply fan	\$25,000.00	\$342.50
Panaggio Residence	2717 South Atlantic Avenue	8/28	Expand driveway, landscape lot	\$23,000.00	\$507.36
Dolphin Beach Club	3355 South Atlantic Avenue	8/31	New sheet pile wall and cap, new stairs, pool deck pavers	\$964,819.00	\$3,307.87
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$2,348,030.00	\$12,236.46

Building Division Revenue by Permit Category:

PERMIT TYPE	AUGUST 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	AUGUST 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
BUILDING	\$8,440.53	\$192,770.14	\$16,644.56	\$131,665.59

ROOF	\$0.00	\$12,279.52	\$1,428.62	\$15,765.00
DEMOLITION	\$0.00	\$461.40	\$0.00	\$120.00
ELECTRICAL	\$3,082.92	\$33,639.06	\$3,325.91	\$24,529.92
MECHANICAL	\$1,542.05	\$25,233.35	\$2,214.84	\$30,299.94
PLUMBING	\$2,176.50	\$28,614.85	\$8,605.34	\$33,445.76
SIGN	\$231.23	\$2,296.29	\$249.06	\$2,253.59
POLITICAL SIGN BONDS	\$220.00	\$1,540.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$144.00	\$4,189.25	\$114.25	\$1,862.44
DEVELOPMENT FEES	\$370.00	\$3,672.90	\$976.92	\$5,086.92
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$16,157.23	\$304,696.76	\$33,559.50	\$245,029.16

Building Division Activities:

ACTIVITY	AUGUST 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	AUGUST 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
INSPECTIONS	216	2564	292	2,642
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	1
FINAL INSPECTIONS	136	1456	182	1,817
FAILED INSPECTIONS	21	152	12	224

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

Projects Begun Current Fiscal Year-to-Date – 2019 to Present: \$61,283,042.00

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

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

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending August, 2020

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$13,182,558	\$11,341,041	\$1,841,517	14%
General Obligation Debt Service	\$2,880,733	\$2,662,910	\$217,823	8%
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$16,063,291	\$14,003,951	\$2,059,339	13%
Sewer Fund Operations	\$3,577,718	\$2,389,125	\$1,188,592	33%
Sewer Fund Restricted Impact Fee	\$3,725	\$0	\$3,725	100%
Sewer Fund Sub-Total	\$3,581,442	\$2,389,125	\$1,192,317	33%
TOTAL ALL FUNDS FISCAL YTD	\$19,644,733	\$16,393,077	\$3,251,656	17%

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$18,366,045	\$17,933,655	\$432,390	2%
Sewer Fund	\$8,792,721	\$9,301,856	(\$509,135)	-5%
Sub-Total Operating Funds	\$27,158,766	\$27,235,510	(\$76,745)	0%
Gen. Obligation [GO] Construction & Debt	\$2,286,663	\$2,232,194	\$54,469	2%
TOTAL ALL FUNDS	\$29,445,428	\$29,467,704	(\$22,276)	0%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$826,891	\$177,205	
Add Back for Current Year CS Construction Expense	\$0	N/A	
Historical Mean Projected Remaining Cash Flow	(\$675,307)	\$241,983	
PROJECTED FYE NORMALIZED CASH FLOW	\$151,584	\$419,188	\$570,773

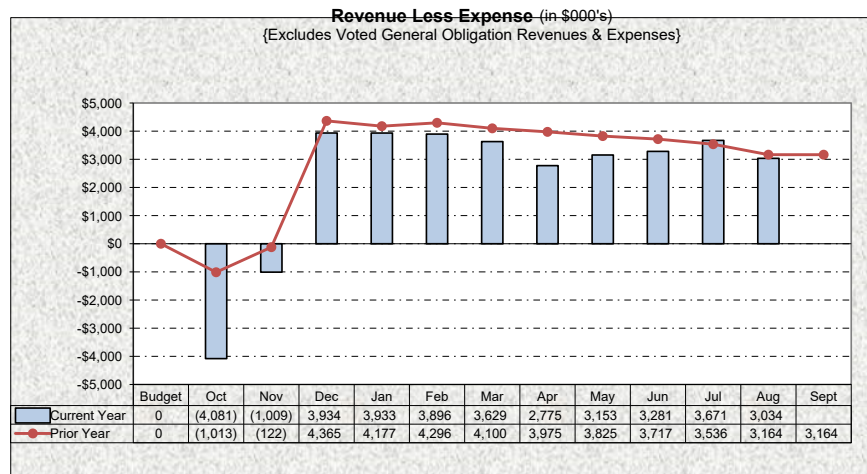
Saleable Investment Properties: (Cost Basis)	
2900 S. Atlantic Ave.	\$2,796,053
2608-12 S. Atlantic Ave.*	\$917,535

* This property is currently producing rental income.

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

NON-G.O. FUNDS	August, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$15,447	\$13,183	\$12,840	\$343	3%
Utility Fund	\$3,500	\$3,581	\$3,158	\$423	13%
Total Revenues & Appropriations	\$18,947	\$16,764	\$15,998	\$766	5%
Expenses ('000s)					
General Fund Less Capital	\$13,503	\$10,314	\$10,260	(\$54)	-1%
General Fund Capital	\$1,945	\$1,027	\$251	(\$776)	-309%
Utility Fund	\$3,500	\$2,389	\$2,323	(\$66)	-3%
Total Expenses & Appropriations	\$18,947	\$13,730	\$12,835	(\$896)	-7%
Revenue Less Expense ('000s)					
General Fund	\$0	\$1,842	\$2,328	(\$487)	
Utility Fund	\$0	\$1,192	\$835	\$357	
Revenue Less Expense	\$0	\$3,034	\$3,164	(\$130)	

VOTED GENERAL OBLIGATION	August, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$2,889	\$2,881	\$2,834	\$47	2%
General Obligation Expense	\$2,889	\$2,663	\$2,677	\$14	1%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$218	\$157	\$61	



Prior Year (No G.O.)	Current Year	Prior Yr
Budget	0	0
Oct	(4,081)	(1,013)
Nov	(1,009)	(122)
Dec	3,934	4,365
Jan	3,933	4,177
Feb	3,896	4,296
Mar	3,629	4,100
Apr	2,775	3,975
May	3,153	3,825
Jun	3,281	3,717
Jul	3,671	3,536
Aug	3,034	3,164
Sept		3,164

General Fund Detail Budget Report

	August, 2020		VERSUS PRIOR YEAR TO DATE		
	Amended Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	8,378,100	8,371,902	8,021,442	350,460	4%
Business Taxes	101,900	98,261	105,255	(6,994)	-7%
Utility Taxes	1,089,100	852,622	892,484	(39,861)	-4%
Permits & Franchise Fees	950,400	705,943	695,520	10,423	1%
Intergovernmental	816,500	702,586	691,107	11,479	2%
Donations	0	0	0	0	
Charges for Services	1,493,600	1,562,140	1,439,336	122,804	9%
Fines & Forfeitures	103,200	82,456	162,130	(79,674)	-49%
Non-G.O. Interest	154,700	102,975	184,633	(81,658)	-44%
Unrealized Investment G/(L)	0	0	0	0	
Miscellaneous & Fixed Asset Sales	47,500	49,081	28,131	20,950	74%
Internal Services	715,000	654,592	619,850	34,742	6%
Non G.O. Transfer In-Fund Balance	1,597,400	0	0	0	
Non-G.O. Gen. Fund Revenue	\$15,447,400	\$13,182,558	\$12,839,887	\$342,671	3%

Operating Expenditures

Excluding CAPITAL Expense					
Legislative	207,800	125,608	140,038	14,430	10%
Executive	574,500	505,970	644,410	138,440	21%
Finance	585,700	529,719	536,288	6,569	1%
Legal Counsel	168,600	87,479	101,709	14,230	14%
Comp. Planning	134,600	107,904	106,395	(1,509)	-1%
Other Gov't Services	268,700	190,606	187,929	(2,677)	-1%
Public Safety Operations	5,790,700	4,709,338	4,807,116	97,778	2%
Building Dept.	550,100	498,726	476,102	(22,624)	-5%
Phy. Envir. -- Solid Waste/Recycle	1,131,300	957,248	866,396	(90,852)	-10%
Public Works Operations	1,238,200	1,024,969	990,307	(34,662)	-4%
Inventory	0	0	0	0	
Benefit Termination Payout	29,400	2,915	48,130	45,215	94%
Parks & Rec	439,900	323,792	254,963	(68,829)	-27%
Community Center	177,700	129,255	160,954	31,700	20%
Senior Center	161,700	137,904	130,249	(7,655)	-6%
Contingency/Transfers	1,227,700	150,000	0	(150,000)	
Long-Term Debt	816,000	832,835	809,415	(23,420)	-3%
Non-G.O. Operations Expense	13,502,600	10,314,268	10,260,403	(\$53,865)	-1%
Non-G.O. CAPITAL Expense	1,944,800	1,026,773	251,209	(\$775,564)	
Total Non-G.O. Expense	15,447,400	11,341,041	10,511,612	(\$829,429)	
Non-G.O. Revenue Less Expense	\$0	\$1,841,517	\$2,328,274	(\$486,758)	-21%

General Obligation (G.O.) Debt Service

Debt Service Ad-Valorem Revenue	2,875,800	2,877,641	2,821,993
Debt Service Interest Revenue	13,200	3,092	11,994
UG Utils- Debt Service Expense	2,889,000	2,662,910	2,670,708
G.O. Revenue Less Expense	\$0	\$217,823	\$163,279

G.O. Construction

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

Utility Fund Detail Budget Report

	August, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$3,409,000	\$2,695,123	\$3,009,667	(\$314,545)	-10%
Interest	74,000	39,316	67,046	(27,730)	-41%
Sale of Fixed Assets / Misc.	0	843,279	24,500	818,779	3342%
Total Operating Revenues	\$3,483,000	\$3,577,718	\$3,101,213	\$476,504	15%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,483,000	\$3,257,293	\$2,578,168	(\$679,125)	-26%
- Less Debt Service Principal [a]		(868,168)	(255,177)		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,483,000	\$2,389,125	\$2,322,991	(\$679,125)	-29%
Operations Margin	\$0	\$1,188,592	\$778,222		
% Gain/(Loss)		50%	0		

Impact Fee Revenues					
Sewer Impact Fees	16,000	3,520	\$56,475	(\$52,955)	-94%
Impact Fee Interest	700	205	678	(473)	-70%
Total IF Revenue	\$16,700	\$3,725	\$57,153	(\$53,428)	-93%
Impact Fee Expense					
Sewer Impact Fee Exp	16,700	0	\$0	\$0	
Total IF Expense	\$16,700	\$0	\$0	\$0	
Impact Fee Margin	\$0	\$3,725	\$57,153	(53,428)	-93%
% Gain/(Loss)		100%	1		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,499,700	\$3,581,442	\$3,158,366	\$423,077	
TOTAL FUND Expense	\$3,499,700	\$2,389,125	\$2,322,991	(\$66,135)	
FUND Revenue Less Expense	\$0	\$1,192,317	\$835,375	\$356,942	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
August, 2020

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance	Munis Financial Software	107,000	65,309
5210 Pub. Safety Admin	CID Vehicle 1	34,500	31,485
5211 Patrol/Fire/Rescue	Patrol Vehicle (2)	82,500	0
	Motorcycles (2)	52,400	0
	Firetruck	570,000	555,737
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Bldg. Maint	PS AC Repairs	23,000	0
	PS Transfer Switch Replacement	11,900	8,762
	PS Replacement Gutters	15,000	0
	PS Roof Replacement	275,000	51,380
	Chiller Replacement	185,300	162,055
	CH Generator Replacement	55,000	52,596
5413 Pub. Works Streets	PS Traffic Signal	25,000	8,186
	Vehicle	28,000	25,869
	<i>Gas Tax Financed</i>		
	<i>Appropriated Road Improvements</i>	60,000	0
	<i>Crosswalks</i>	73,200	0
5720 Parks	Bocce/Tennis Court Improvements	136,000	44,129
5751 Community Center	Microphone System		
5752 Senior Center	Demolition Old Building	211,000	21,264
GENERAL FUND TOTAL		1,944,800	1,026,773
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	41,062
	EQUIPMENT		
	Generator Station 5	101,000	90,773
	Transfer Switch Station 5	0	0
	New Vactron	210,000	16,650
	Generator Master Station	107,000	110,397
	Sewer Locator	17,000	0
	Capital Offset to Depreciation Exp	(3,010,000)	(258,882)
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		1,944,800	1,026,773

INVESTMENT REPORT

August, 2020

H:\Monthly Budget Rpts\MBR 19-20 Pd 11 Agenda.xlsx\Invests

9/16/2020

Policy Restrictions

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

Performance @Period Ending: August, 2020

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	\$538	0.39%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	\$538	0.39%	0%
TOTAL SBA					\$1,076		0.0%
Bank of America	004537065882	Cash	CASH	Working Cash	\$6,067,170	0.01%	21%
Bank of America	898013183744	Cash	CASH	UG Util Building	\$2,286,663	0.01%	8%
Bank of America	005562564319	Cash	CASH	Sewer Operating	\$3,485,249	0.01%	12%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	\$106,107	0.01%	0%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	\$5,200,827	0.45%	18%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	\$10,517,545	0.45%	36%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	\$1,780,792	0.45%	6%
TOTAL BANKS					\$29,444,352		100.0%

TOTAL CURRENT VALUE @ PERIOD END	\$29,445,428
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	0.00%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Yr. End
G.O. Construction & Debt Service Funds	\$2,286,663	(\$84,972)	\$54,469	\$28,894
General Fund (excl. G.O. Funds)	\$18,366,045	\$293,142	\$432,390	\$797,997
Sewer Fund	\$8,792,721	(\$837,570)	(\$509,135)	(\$659,890)
TOTAL	\$29,445,428	(\$629,400)	(\$22,276)	\$167,001
Percent Change for Current	N/A	-2.1%	-0.1%	0.6%

Portfolio Report
August, 2020

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$538	0.39%	\$538	\$0	\$2
BoA	Cash-Pool Cash Account (5882)	\$7,578,325	0.01%	\$7,578,324.58	\$0	\$758
	Contraband Pool Cash in 5882	\$37,702		\$37,702.25	\$0	\$0
	Pool Cash Due to Sewer Fund			(1,696,991.44)		\$0
	Economic Development			\$148,134		\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$2,286,663	0.01%	\$2,286,663	\$0	\$229
Seacoast	Cash-Pool Cash Account (0706)	\$10,517,545	0.45%	\$10,517,545	\$0	\$47,329
Seacoast	Cash-Loan Reserve (3566)	\$1,780,792	0.45%	\$1,780,792	\$0	\$8,014
ALL GENERAL FUND			0.27%	\$20,652,707	\$0	\$56,331
PRIOR MONTH				\$20,444,537		

SEWER OPERATING						
SBA	Investment (032)	\$538	0.39%	\$538	\$0	\$2
BoA	Cash (4319)	\$1,788,258	0.01%	\$1,788,258	\$0	\$179
Seacoast	Cash (4966)	\$5,200,827	0.45%	\$5,200,827	\$0	\$23,404
	Cash-Pool Cash Due From Gen. Fund			\$1,696,991		\$0
ALL SEWER OPERATING FUND			0.27%	\$8,686,614	\$0	\$23,585
PRIOR MONTH				\$9,524,185		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$106,107	0.01%	\$106,107	\$0	\$11
	Cash-Pool Cash Due From Gen. Fund			\$0		\$0
ALL SEWER IMPACT			0.01%	\$106,107	\$0	\$11
PRIOR MONTH				\$106,106		

ALL FUNDS			0.27%	\$29,445,428	\$0	\$79,926.37
PRIOR MONTH				\$30,074,828		
MONTHLY CHANGE				(\$629,400)		
MONTHLY CHANGE %				-2.1%		



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
SEPTEMBER 22, 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: September 16, 2020
SUBJECT: ***City Attorney Report***

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

(1) Code Enforcement Procedures

The City Attorney continued to advise the Code Enforcement Department on procedures and fines and liens, including an in-person meeting with the Code Enforcement Coordinator.

(2) Economic Development Grant Agreement

The City Attorney reviewed and approved an economic development grant for Go Juice and declined to approve an economic development agreement for Stroud's BBQ.

(3) Code Enforcement Lien Reduction

The City Attorney edited and approved the order for reduction of lien approved by the City Council at the September 9, 2020, meeting.

(4) *Resolution Regarding Paying Off Debt*

The City Attorney worked with Kurt Swartzlander on the Resolution authorizing pay off of city debt.

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: September 22, 2020

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

FROM: Michael T. Booker, City Manager 

SUBJECT: City Manager's Report – September 22, 2020

Recreation:

- Construction of the 6th tennis court is under way. Barring any major interruption in the work, it will be ready for play when our snowbirds arrive.
- Beginning in October, the Community Center will be returning Silver Sneakers® programs and trying to get back to normal gradually with some of our other programs.

IT:

- David Lockwood is working to enable the live streaming of City Council meetings. Hopefully, we can do so within the next few weeks.

Personnel:

- A few months ago, someone brought to the City Council's attention that the City of Daytona Beach Shores expends 37% of its budget on salaries and benefits. In doing so, they intimated that this was a high percentage and way out of line compared to the selected few other cities they chose to use. Attached are two (2) tables: One of somewhat comparable cities to Daytona Beach Shores and another of Volusia County cities.
- Daytona Beach Shores is the 7th LOWEST PERCENTAGE OF BUDGET out of 24 comparable cities! Likewise, Daytona Beach Shores is right in the middle of cities in Volusia County.

Rank	% of Budget on Salaries	City	Population *	Median Age **	Median Household Income	Average Salary of Regular or Permanent Employees
1	80	St. Augustine Beach	7,004	50.4	\$78,603	\$48,787
2	74	New Smyrna Beach	27,843	51.3	\$52,956	\$51,815
3	62	Indian River Shores	4,311	72.0	\$120,682	\$74,962
4	61	Juno Beach	3,655	63.5	\$83,988	\$88,788
5	56	Flagler Beach	5,123	54.4	\$49,863	\$91,145
6	56	Tequesta	6,138	52.9	\$56,644	\$73,137
7	51	Melbourne Beach	3,298	51.7	\$85,380	\$43,936
8	47	Surfside	5,651	41.7	\$73,241	\$71,104
9	46	Ponce Inlet	3,308	60.6	\$77,969	\$61,209
10	45	Holmes Beach	4,295	64.6	\$54,566	\$58,875
11	44	Satellite Beach	11,130	43.7	\$66,261	\$62,319
12	41	W. Miami City	8,767	40.5	\$46,233	\$44,860
13	39	Indialantic Beach	2,908	45.2	\$76,776	\$47,173
14	39	Jupiter Island	929	66.5	\$185,417	\$77,654
15	38	Fernandina Beach	13,169	54.8	\$57,660	\$55,374
16	38	Treasure Island	6,921	57.0	\$64,833	\$55,901
17	37	Biscayne Park	3,065	39.8	\$69,750	\$53,332
18	37	Daytona Beach Shores	4,614	65.9	\$45,030	\$62,061
19	34	Bal Harbour	3,000	57.3	\$73,639	\$89,794
20	33	Highland Beach	3,916	65.7	\$102,601	\$75,210
21	33	Malabar	3,185	52.2	\$61,192	\$27,499
22	32	Indian Rocks Beach	4,285	48.6	\$67,043	\$57,520
23	32	Sanibel	7,401	60.5	\$104,115	\$64,096
24	30	Belle Isle City	7,240	47.3	\$84,145	\$46,622
AVG.	45		6,298	54.5	\$76,608	\$61,799

* Data from 2019 Census Estimates

**Data from Google Search

Volusia County Cities Data

Rank	% of Budget on Salaries	City
8	37	Daytona Beach
8	37	Daytona Beach Shores
13	17	DeBary
6	41	DeLand
11	28	Deltona
7	39	Edgewater
5	42	Holly Hill
10	29	Lake Helen
2	74	New Smyrna Beach
12	20	Oak Hill
3	52	Orange City
(8)	37	Ormond Beach
14	14	Pierson
4	46	Ponce Inlet
1	89	Port Orange
9	36	South Daytona



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 22, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-10: Amendment to Shores 109, LLC - City of Daytona Beach Shores Development Agreement

SYNOPSIS:

On October 9, 2019 the Daytona Beach Shores City Council approved the Shores 109, LLC - City of Daytona Beach Shores Development Agreement regarding the redevelopment of the property located at 109 Dunlawton Boulevard. The redevelopment includes site improvements and renovation of the structure, which together would facilitate the establishment of a restaurant at the location in question. On July 23, 2020 owner/developer submitted to the City a Development Agreement amendment application. According to the owner/developer, the amendment has become necessary due to budgetary constraints relative to the size and scope of the project. As such, the owner/developer is seeking to amend the Development Agreement to reduce the size and scope of certain components of the project, including the external restroom and covered outdoor dining patio, to stay within the project's budget. In addition, the owner/developer is requesting usage of the adjacent City alley for placement of a freestanding sign, stormwater retention, among other things. The overall site development, building renovation and establishment of a quality restaurant would remain targeted goals. If approved, Ordinance 2020-10 would effectuate the aforementioned.

FISCAL IMPACT STATEMENT:

The amendment will not impact the City's financial obligation (\$57,500) under the existing Development Agreement.

BACKGROUND:

OVERVIEW OF PROPOSED AMENDMENTS

Applicant/developer Shores 109, LLC is applying to amend the current Shores 109, LLC - City of Daytona Beach Shores Development Agreement regarding the redevelopment of the commercial property located at 109 Dunlawton Boulevard. As seen in the cover letter provided in the Development Agreement application, the owner/developer has had to scale down the project to fit the development budget primarily due to construction costs. The proposed substantive changes to the project, and hence the Development Agreement, are as follows:

1. Elimination of the 748sf outdoor covered patio. **NOTE:** *The design now calls for 358sf open patio with 16/4 outdoor dining seats/tables with umbrellas.*
2. Elimination of the outdoor restroom. **NOTE:** *Patrons dining inside and outside will utilize the restrooms inside the building.*
3. Elimination of the underground stormwater retention system. **NOTE:** *The replacement stormwater system will be surface retention located in the City Alley and designed to City standards.*
4. Reduction/shifting of parking closer to the building and corresponding realignment of the public cross access easement. **NOTE:** *These changes do not adversely impact the City or public's ability to access the sewer lift station or alleyway system to the north, respectively.*
5. Addition of a freestanding identification sign and ancillary features in east adjacent City alley. **NOTE:** *The City has already approved utilizing the alley for other purposes associated with this project while the developer will be giving the City a public access easement through its property for City and residential access.*

All other components of the development agreement remain the substantially the same.

OVERVIEW OF EXISTING DEVELOPMENT AGREEMENT

The subject property was last occupied by a business in 2004. The existing Development Agreement was executed by the City to foster the redevelopment of this property, which is at the City's Dunlawton Boulevard Gateway. Highlights of the existing Development Agreement include: (a) seven (7) benefits to the public, including, but not limited to, needed sewer and public access easements; (b) permitting of five (5) deviations from the City's Land Development Code; (c) providing that the applicant can utilize that portion of the public alley that is adjacent to Dunlawton Boulevard as part of the site's redevelopment; and (d) providing payment to the developer for sewer and public access easements in the amount of \$57,500.

AUTHORIZATION OF DEVELOPMENT AGREEMENT

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

DEVELOPMENT AGREEMENT CONTENT REQUIREMENTS

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

DEVELOPMENT AGREEMENT NOTICE REQUIREMENTS

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

PLANING ANALYSIS

See attached.

PLANNING AND ZONING BOARD

On August 10, 2020 the Daytona Beach Shores Planning and Zoning Board (PZB) unanimously recommended approval of the proposed ordinance with the additional recommendation of "investigating areas for overflow parking and installing signs that state private drive and dead end in the alleyway."

Staff Comment: *The parking recommendation made by the PZB was a result of the Board's thought that parking was inadequate at the site for a restaurant. However, the proposed parking count meets City standards. In addition, at the PZB meeting, the developer conveyed that if the business demands additional parking beyond what is available on site, then arrangements will be made to address such. Subsequently, the developer has also advised that requiring off-site parking could preclude the redevelopment of the site. Lastly, if the site is redeveloped consistent with the development agreement, the City will install appropriate signage at the entrance to the dead end portion of the alleyway.*

LEGAL REVIEW:

City Attorney has reviewed and approved the ordinance. This ordinance is legally permissible.

RECOMMENDATION:

Staff recommends **approval** of Ordinance 2020-10 as presented.

SUGGESTED MOTION:

A City Council member may motion as follow:

1. "I move to **approve** Ordinance 2020-10 as presented."

OR

2. "I move to approve Ordinance 2020-10 with the following conditions..."

OR

3. "I move to disapprove Ordinance 2020-10 on the basis of..."

- ATTACHMENT:**
1. Ord 2020-10-Amendment to Shores 109 LLC DA
 2. Shores 109 LLC Development Agreement-7-31-20-SC
 3. Shores 109 DA Amendment-Application-Cover Letter
 4. DA12019025-Amendment-PLANNING ANALYSIS-7-31-20

ORDINANCE 2020-10

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

WHEREAS, on October 9, 2019 the City Council of the City of Daytona Beach Shores approved the Shores 109, LLC and the City of Daytona Beach Shores Development Agreement pertaining to the development of the property located at 109 Dunlawton Boulevard; and

WHEREAS, Shores 109, LLC has requested an amendment to the subject Development Agreement to change certain components of the development consistent with increasing construction costs and reasonable investment return expectation; and

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

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

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

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

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

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

SECTION TWO: APPROVAL OF AMENDMENT AND ENACTMENT OF DEVELOPMENT AGREEMENT.

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

SECTION THREE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores relating to the regulation of lands and development activities within the City including, but not limited to, the property which is the subject of the Development Agreement between the City of Daytona Beach Shores and Shores

109, LLC, as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

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

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

SECTION FIVE: CONFLICTS.

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

SECTION SIX: SEVERABILITY.

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

SECTION SEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

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

Approved as to form and legality:

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

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

Enacted on second reading this __ day of _____, 2020.

DEVELOPER SIGNATURE BLOCK FOLLOWS:

PLENARY CONCURRENCE OF DEVELOPER

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

SHORES 109, LLC, a Florida limited liability company.

Brendan R. Galbreath
Date: _____, 2020

Shannon M. Galbreath
Date: _____, 2020

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

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

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

This Instrument Prepared By:

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

Return To:

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

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

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

W I T N E S S E T H:

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

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

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

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

WHEREAS, pursuant to the *Florida Local Government Development*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. RECITALS/FINDINGS.

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

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

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

SECTION 2. PREMISES.

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

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

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

SECTION 3. SITE PLAN FOR DEVELOPMENT.

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

SECTION 4. TERMS AND CONDITIONS RELATIVE TO THE PREMISES.

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

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

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

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

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

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

(A). The PROPERTY OWNER shall grant a permanent Sewer Utility and Access Easement to the CITY for that portion of the premises where the existing CITY sanitary sewer pump station currently sits for the benefit of the CITY and its citizens as depicted on Exhibit "C1" attached and approved in Section 3.

(B). The PROPERTY OWNER shall grant a permanent cross access and a grant of easement to the CITY for the provision of public access to adjoining rights-of-way through the premises for the benefit of the CITY and its citizens as depicted on Exhibit "C2" attached and approved in Section 3 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

(F). The PROPERTY OWNER shall be permitted to have a monument sign located in the city alley way as depicted in Exhibit "B".

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

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

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

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

(4). The PROPERTY OWNER shall receive a \$57,500 payment for the ~~sanitary sewer and public access easements depicted on Exhibit "C"~~ Sewer Utility and Access Easement and the Public Cross Access Easement as depicted in Exhibit "C1" and Exhibit "C2", respectively, at the issuance of a certificate of occupancy for the plan of development set forth in this Development Agreement.

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

SECTION 5. REASONABLE APPROVAL.

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

SECTION 6. REMEDIES.

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

SECTION 7. TIME IS OF THE ESSENCE.

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

SECTION 8. HEADINGS/CAPTIONS.

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

SECTION 9. FORCE MAJEURE.

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

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

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

(b). This Development Agreement touches and concerns the premises

and shall run with the land and shall be binding upon and inure to the benefit and burden of the parties hereto and their respective successors and assigns.

SECTION 11. EXHIBITS.

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

SECTION 12. PUBLIC RECORDS.

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

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

SECTION 13. EQUAL OPPORTUNITY.

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

SECTION 14. CONFLICT OF INTEREST.

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

SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS.

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

SECTION 16. NOTICES.

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

For the CITY:

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

For the PROPERTY OWNER:

Brendan Galbreath

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

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

SECTION 17. INTERPRETATION; APPLICABLE LAW; VENUE.

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

SECTION 18. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

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

SECTION 19. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

(a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document,

of equal dignity herewith and signed by all parties to this Development Agreement.

- (b) If the City Council of the CITY finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Council upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.
- (c) A substantial modification of this Development Agreement shall, in the CITY's sole discretion, require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", Land Development Code, Code of Ordinances of the City of Daytona Beach Shores. This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall, in the CITY's sole discretion, require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", Land Development Code, Code of Ordinances of the City of Daytona Beach Shores.
- (d) If State or Federal laws are enacted after the execution of this Development Agreement, which are applicable to and preclude the parties' compliance with the terms of this Development Agreement, this Development Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws.

SECTION 20. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

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

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

SECTION 21. ATTORNEYS FEES AND COSTS.

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

SECTION 22. SEVERABILITY.

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

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

- (a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.
- (b) This Development Agreement shall be in effect for a period of five (5) years, but may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the CITY has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein.
- (c) Prior to the completion of the project and at the issuance of a certificate

of occupancy by the CITY, the CITY shall review this Development Agreement as well as at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

SECTION 24. COUNTERPARTS.

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

SIGNATURE PAGES FOLLOW:

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

Attest:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor
Date: _____

Michael T. Booker, City Manager

Approved as to form and legality:

Gretchen R.H. Vose, City Attorney

ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:

PROPERTY OWNER/SHORES 109 LLC

Printed Name

By: _____
Brendan Galbreath
Managing Member

Printed Name

Acknowledgment

State of Florida)

County of Volusia)

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

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(Affix Notary Seal)

Notary Public; State of Florida
Print name: _____

Exhibit "A"

LEGAL DESCRIPTION

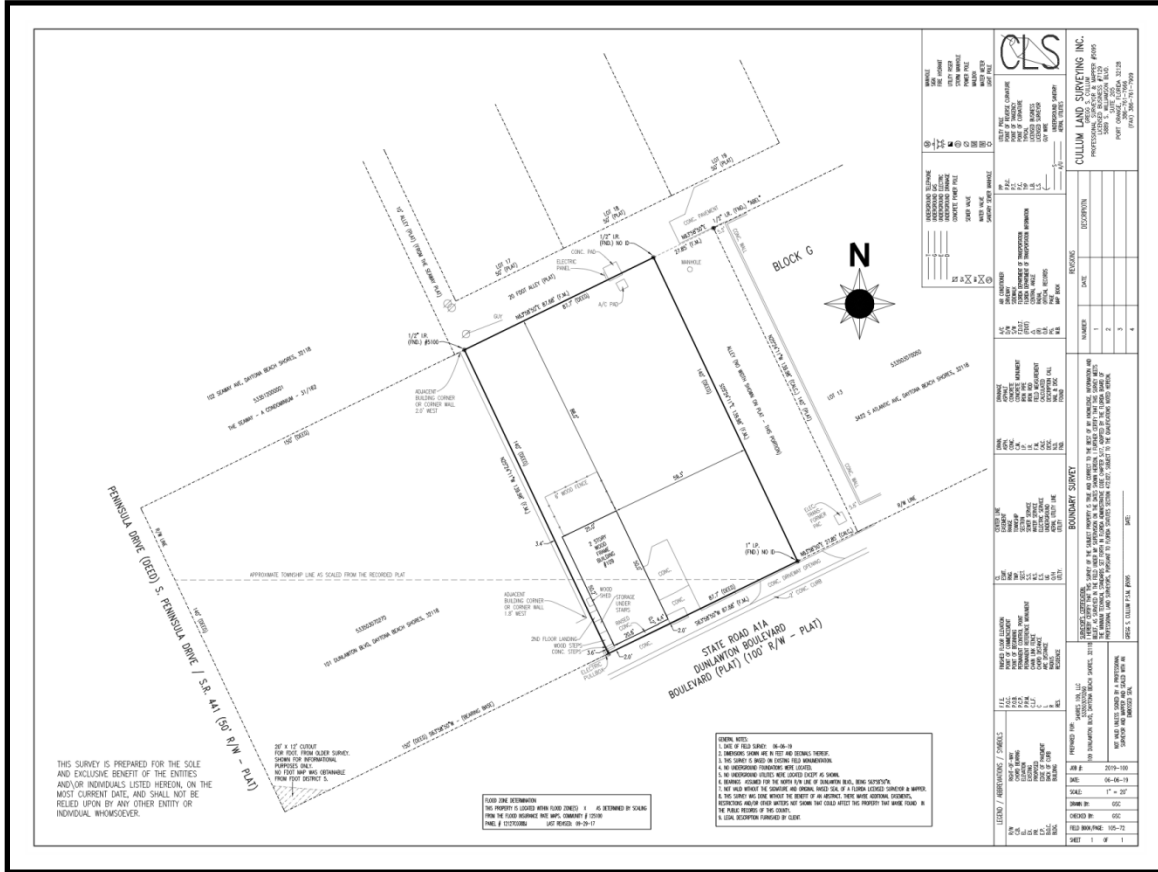


Exhibit "B"

CONCEPT SITE PLAN

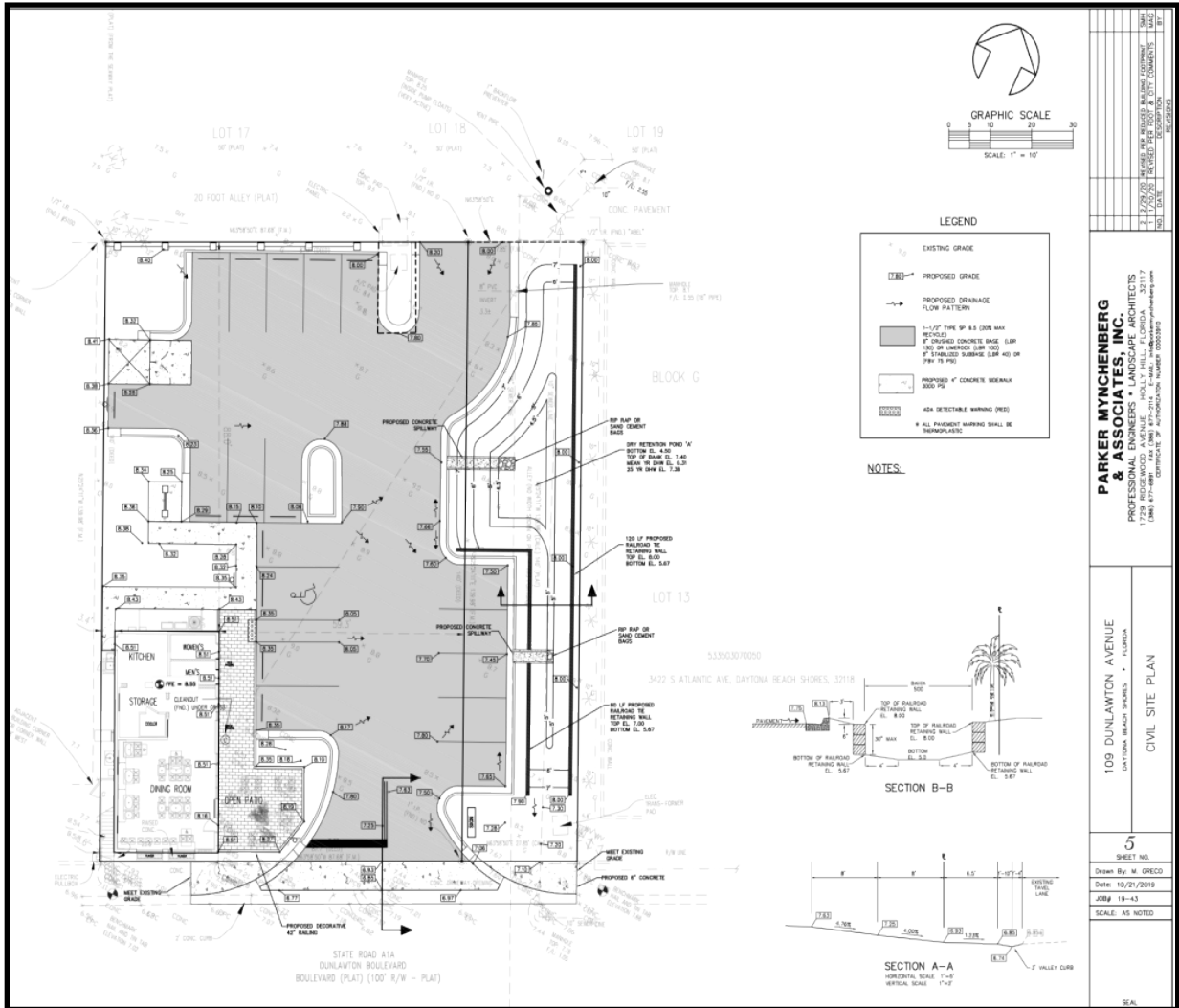


Exhibit "C1"

Sewer Utility and Access Easement

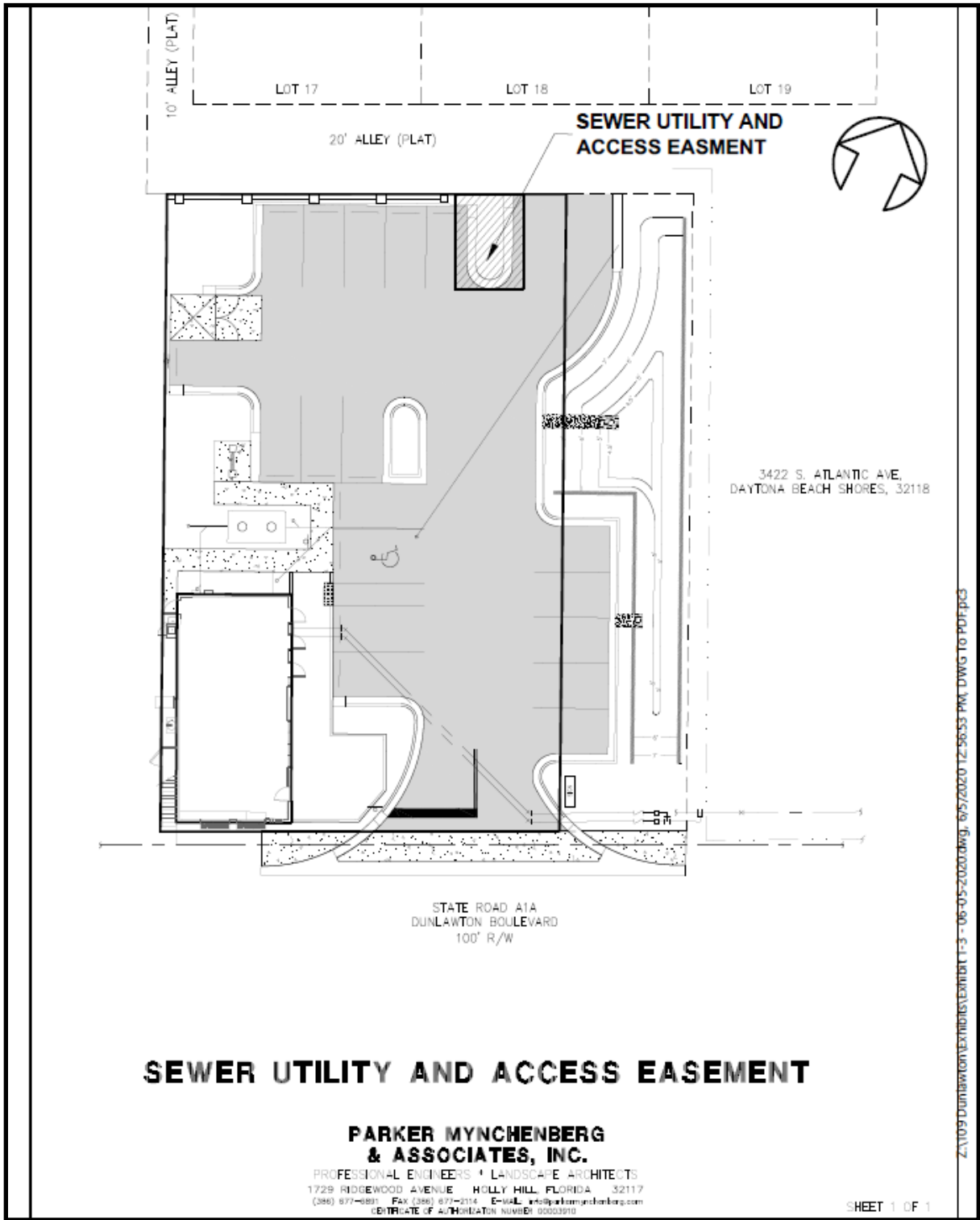
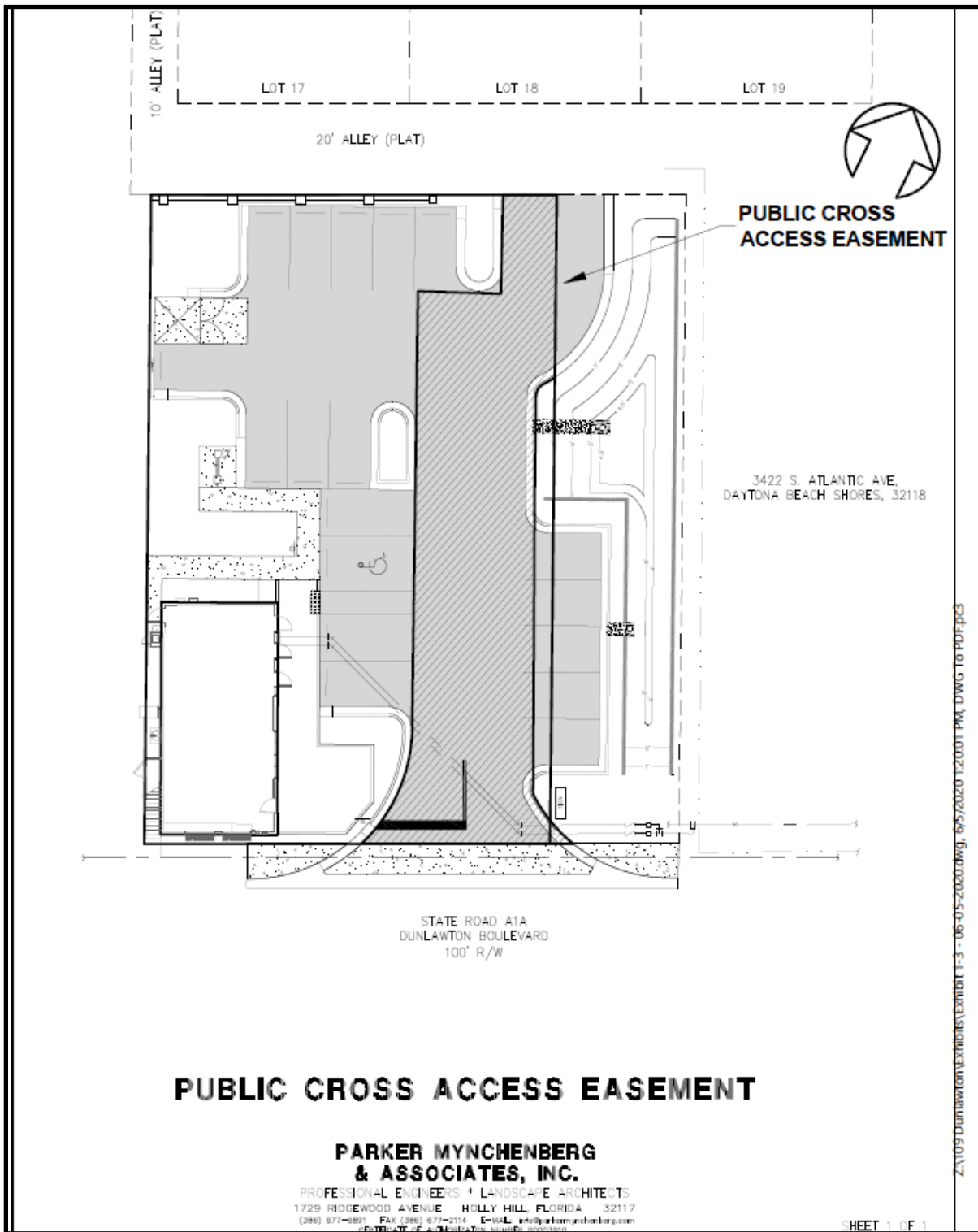


Exhibit "C2"

PUBLIC CROSS ACCESS EASEMENT



LANDSCAPE PLAN

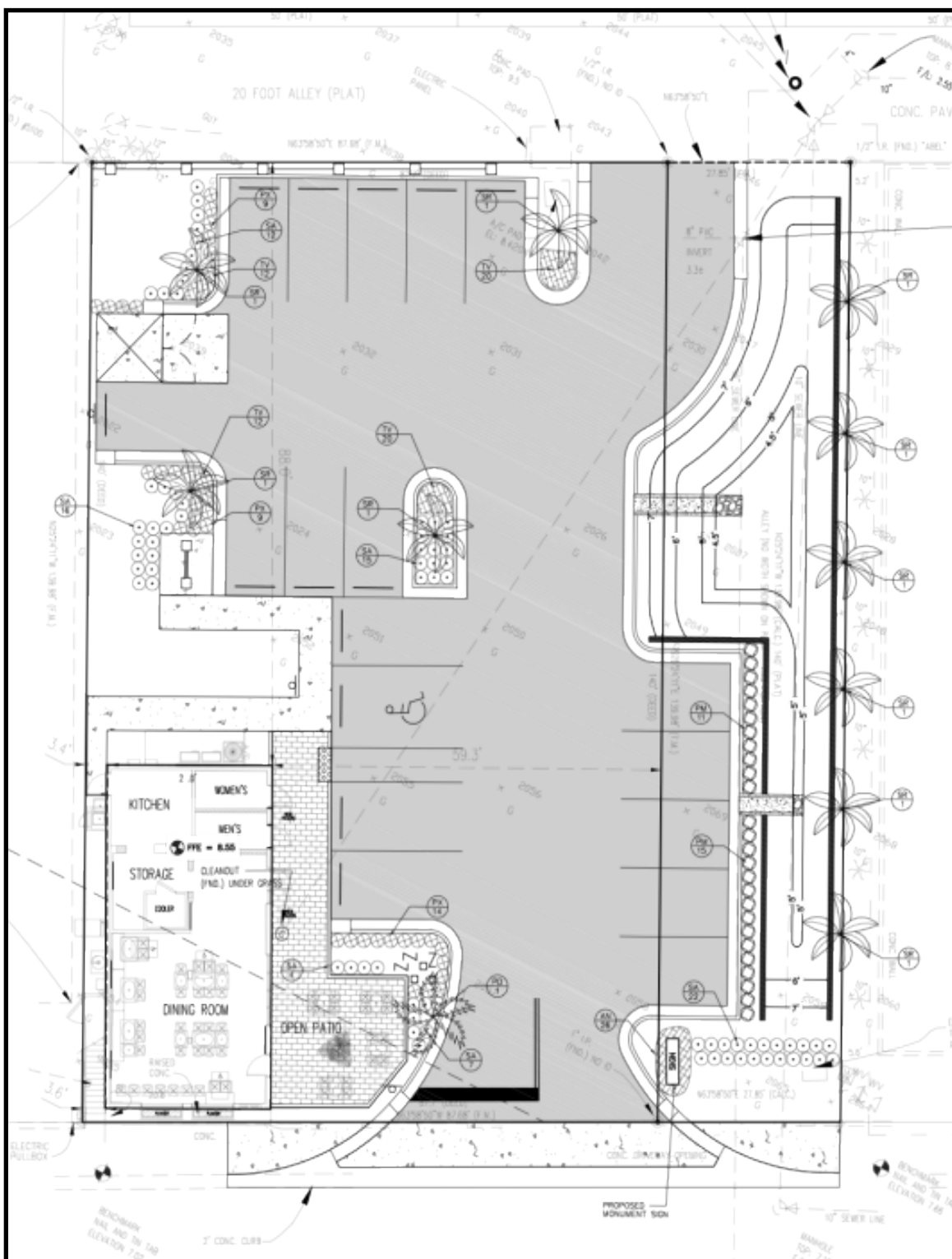


Exhibit "E"

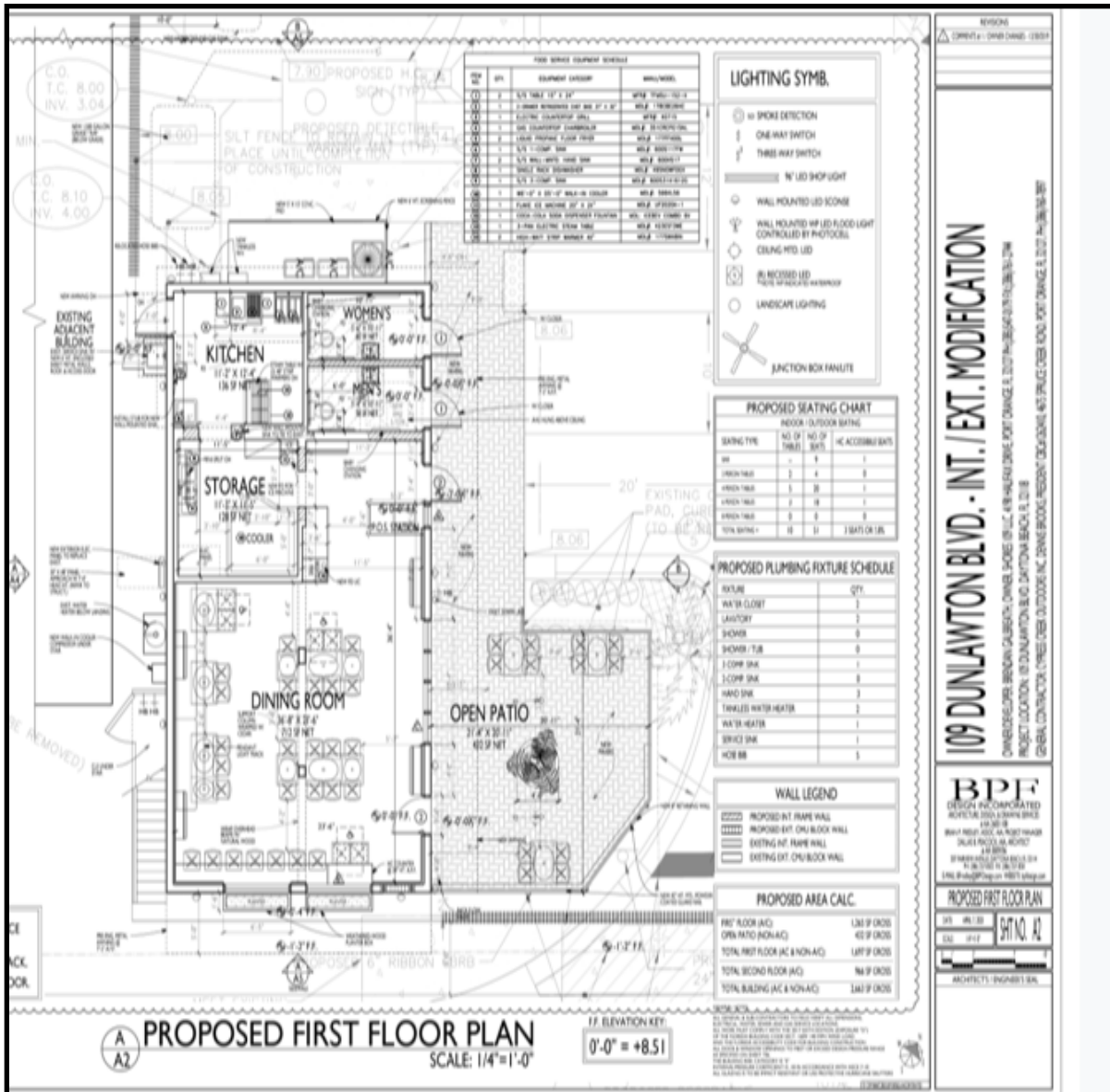
COLOR RENDERING

NOTE: Signage are indicative of style and placeholders only



Exhibit "F"

FLOOR PLAN





City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377

12020022

521887

RECEIVED

JUL 23 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

APPLICATION TO ENTER INTO/AMMEND A NON-PUD DEVELOPMENT AGREEMENT

The Undersigned Applicant requests the City Council to decide upon this application in accordance with Daytona Beach Shores Ordinance 2013-10.

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 7/20/2020 Current Zoning: _____

Applicant's Name: Shores 109 LLC

Address: 109 Dunlawton Blvd. Phone #: 386-547-0179

Representative: Brendan Galbreath

Address: 4190 Halifax Dr. Port Orange, FL 32127 Phone #: 386-547-0179

Email: quintcattfish1@aol.com

Property Address & Parcel ID: 109 Dunlawton Blvd / 533503070260

Property Owner: Shores 109 LLC

Legal Description of Property:

The South 140 Ft of the East 87.7 Ft of the West 232.7 Ft of Block G,
East of Peninsula Dr and Including Land Adjoining South of Township Line,
Mps of Van Volzoh Subdivision, Port Orange Beach, According to the Map or
Plat Thereof as Recorded in Plat Book 4, Page 130, Public Records of Volusia County, FL

Brendan Galbreath
Applicant's Signature

7-20-2020
Date

7-20-2020

Re: 109 Dunlawton Blvd Development Agreement Amendment

For the 109 Dunlawton Blvd. project, we have had to pull back and redesigned the project to fit into the appropriate budget. The prior plan and approved Development Agreement proved to be too costly to construct. Specifically, the underground retention, the addition of the new restroom building and the large outdoor patio roof structure proved to be significantly more costly than expected.

We have redesigned the parking layout/site plan to include surface retention, pulled the bathrooms back into their existing location and removed the patio roof structure, while leaving outdoor patio dining with tables and umbrellas. The functioning elements of the property will still be the same, only in a reduced form. Parking spaces were reduced to coincide with the reduction of outdoor seats and the restrooms will be the same 2 as proposed while being located within the existing structure. In addition, the redesigned parking layout has the monument sign located within the city alley way.

A snap shot of the proposed changes to the current Development Agreement are...

...redesigned parking layout/site plan reducing the number of parking spaces, locating the surface retention within the existing city alley way and locating the monument sign within the same city alley way.

...redesigned floor plan to include restrooms under existing roof area

...a reduced outdoor patio dining area without a roof structure

I am available anytime to discuss the project and answer any questions. I hope staff as well as the Planning and Zoning Board and City Council will support the redesigned project in the same manner as they support the prior design.

Sincerely,

Brendan Galbreath

Member, Shores 109 LLC

Home	Search ▼	Downloads	Exemptions	Agriculture	Maps	Tangible	Links	Contact	
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Summary

Land & Agriculture

Bldg(s) - Residential

Bldg(s) - Commercial

Misc Improvements

Bldg(s) - Sketch

Values

Permits

Map

Pictometry

Altkey: 3464176

SHORES 109 LLC

Parcel ID: 533503070260

109 DUNLAWTON BLVD, DAYTONA BEACH SHORES

Parcel

Short Parcel Id 533503070260
 Property Location 109 DUNLAWTON BLVD, DAYTONA BEACH SHORES, 32118
 PC Code 2100 - RESTAURANT
 Total Bldgs 1
 Neighborhood 7360 - PORT ORANGE/DBS- DUNLAWTON
 Business Name
 Homestead Property No

Primary Owner

Owner SHORES 109 LLC
 In Care Of
 Mailing Address 4190 HALIFAX DR
 PORT ORANGE FL 32127
 Change Mailing Address Online

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	SHORES 109 LLC		100	FS - Fee Simple

Legal

Millage Group 403-DAYTONA BEACH SHORES
 Legal Description S 140 FT OF E 87.7 FT OF W 237.7 FT OF BLK G E OF PEN DR & INC LAND ADJ S OF TWP LINE PORT ORANGE BEACH MB 4 PG 130 PER OR 4276 PG 5000 PER OR 5622 PG 4196 PER OR 6142 PG 2428 PER OR 6154 PG 2912 PER OR 6865 PG 3355 PER OR 7573 PG 3658-3659 PER OR 7694 PG 563
 Map TWP-RNG-SEC 15 - 33 - 35
 Subdivision-Block-Lot 03 - 07 - 0260
 Date Created 29-DEC-81
 Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	Vlt	Sale Price
7694 / 0563	WD-WARRANTY DEED	2019094830	05/13/2019	I	\$375,000
7573 / 3659	WD-WARRANTY DEED	2018146064	07/19/2018	I	\$165,300
7573 / 3658	QC-QUIT CLAIM DEED	2018146063	05/31/2018	I	\$100
6865 / 3355	QC-QUIT CLAIM DEED	2013107568	05/22/2013	I	\$100
6154 / 2912	QC-QUIT CLAIM DEED	2007255555	10/30/2007	I	\$100
6142 / 2428	WD-WARRANTY DEED	2007236244	10/10/2007	I	\$490,000
5622 / 4196	WD-WARRANTY DEED	2005217066	08/03/2005	V	\$325,000
4276 / 5000	WD-WARRANTY DEED	1998025594	01/15/1998	I	\$150,000
4074 / 2150	WD-WARRANTY DEED	1996017277	01/15/1996	I	\$100
4074 / 2148	WD-WARRANTY DEED	1996017276	01/15/1996	I	\$100
4074 / 2146	WD-WARRANTY DEED	1996017275	01/15/1996	I	\$100

County Links

Property Tax Bill [CLICK HERE](#)
 Link to Permits [CLICK HERE](#)

Other Links

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1 of 2
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[Printable Version](#)

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[Export to Excel - Real Propri](#)
[Mailing List](#)

[Go](#)

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DA12019025 PLANNING ANALYSIS

(1) DEVELOPMENT PROPOSAL

The development site is 88' (frontage) x 140' (depth) or 0.28 acres and located at 109 Dunlawton Boulevard (**Figure 1** below). The applicant/owner is seeking to redevelop the site by remodeling the existing two-story building on site. The existing grandfathered residential apartment on the second story will remain and has already been remodeled while the first floor will be used as a restaurant. An open outdoor patio is proposed in conjunction with the restaurant. In addition, the building façade will be upgraded and the parking lot will be repaved and combined with a portion of the eastern city alley, which connects to Dunlawton Boulevard. The alley in question will also be used for stormwater retention and housing an offsite monument sign, among other things.

Figure 1: Aerial View Development Site



Source: CONNECTExplorer, 2019

According to the development agreement concept plan, the site will maintain access from Dunlawton Boulevard. Eighteen parking spaces will be provided, of which one (1) will be ADA accessible as required. At present, the entrance to the public alley from Dunlawton Boulevard is closed with concrete curbing and blocked by an electric transformer and decorative lamp pole (**Figure 2**). Therefore, residents on the north side of the alley

currently utilize the owner's property for vehicular access. To address this issue, the owner is proposing a cross access easement to the public through the property for continued vehicular access and requesting usage of adjacent eastern alley for parking and landscaping (**Exhibit B**).

Figure 2: Street View of Dunlawton Boulevard Alley



Source: GoogleMaps 2019

(2) VARIANCES

Staff has reviewed a detailed site plan for the property development. No variances have been granted. Inconsistencies with the LDC are being addressed through the deviation process of the subject development agreement. It should be noted if the owner/applicant elected to address the above issues via the variance process, the public benefits noted in Section 4 of the agreement may not have been offered to the community.

(3) STAFF AND BOARD REVIEW

COMMUNITY SERVICES – Fred Hiatt, Director / Building Official

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

PUBLIC WORKS – Brian Edwards, Deputy Director / Facilities Superintendent

The Facilities Superintendent has reviewed the development agreement and has no comments.

PUBLIC SAFETY – Fire Division

The Fire Division has reviewed the development agreement has no comments.

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

Engineering review is not required for this process. However, the City Engineer has reviewed the detailed site plan and his comments have been addressed.

PLANNING AND ZONING BOARD

Pending....

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

As seen in Sec. 4(a)(4) the Development Agreement, the owner/developer will provide eight (8) additional public benefits to the City and community of Daytona Beach Shores. These contributions are not required by the City's LDC and are being provided voluntarily by the owner. In addition, the conceptual site plan shows a need for six (6) deviations from the City's LDC. These deviations are not anticipated to be harmful or injurious to the development or surrounding neighborhood and are only required so that the applicant/developer would have the ability to develop the site into a successful commercial establishment consistent with the City's economic development program goals and objectives.

(5) FINDINGS

(a) CONSISTENCY WITH THE COMPREHENSIVE PLAN UPDATE 2030

According to the City's Adopted Comprehensive Plan (2030) Future Land Use Map, the future land use (FLU) classification of the subject property is Retail/Service Commercial. Said FLU classification allows commercial uses such as the proposed fellowship restaurant development. The proposed use and plan also meet all relevant comprehensive plan policies. Therefore, the proposed development is consistent with the City's Adopted Comprehensive Plan (2030) and the designated FLU classification.

(b) CONSISTENCY WITH THE LAND DEVELOPMENT CODE

The subject property is zoned "GC-2 Retail/Service Commercial" District. The proposed restaurant development is listed as a permitted principal use in the "GC-2" District pursuant to Sec. 14-23 of the City's LDC. Save the proposed deviations listed in the

development agreement, the proposed conceptual site plan substantially meets the development standards contained in the GC-2 District and LDC. Further, a formal site plan review of the development has occurred to demonstrate consistency with stormwater and other site plan development standards.

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

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

(6) CITY CONTRIBUTION

In order to facilitate and incentivize the redevelopment of the site and in exchange for the sanitary sewer pump station easement and public cross access easement, the owner/developer is proposing that the City make contributions outlined in Sec. 4(b) of the Development Agreement. By way of the City contributions, the City will be gaining easement access to the pump station, which encroaches on the owner's property, as well as a cross access easement for usage by the City sewer staff and City residents who currently traverse the owner's property to access the City sewer lift station and the rear of their Seaway Avenue properties, respectively.

The City's contributions include: (1) permitting the owner/applicant to utilize the City's alley by means of a right-of-way use agreement for, among other things, stormwater retention, establishment of a freestanding identification sign, parking and landscaping; (2) not assessing City impact fees; (3) waiver of site plan and development agreement fees; (4) payment for Sewer & Public Cross Access easements in the amount of \$57,500; (5) City and Property owner acknowledging that the future tenant is eligible for lease subsidies subject to the limitations of the City's Economic Development Program.



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 22, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-12: Land Development Code Amendment Relating To Expansion of Non-Conforming Single-Family Residential Uses/Structures

SYNOPSIS:

On August 25, 2020 the City Council approved Resolution 2020-08, which approved a comprehensive plan amendment that would allow the expansion of nonconforming single-family residential structures on properties, designated as High Intensity on the City's Future Land Use Map, with certain restrictions. Subsequently, the comprehensive plan amendment was transmitted and is now being reviewed by the various state review agencies and the Volusia Growth Management Commission. Approval from these agencies is expected early October. However,, the City's Land Development Code (LDC) also prohibits the expansion of nonconforming single-family residential structures. Ordinance 2020-12, if approved, will amend the LDC to implement the comprehensive plan amendment, thereby allowing the expansion of nonconforming single-family residential structures with restrictions as outlined in the ordinance.

FISCAL IMPACT STATEMENT:

Adequate budget funds are available to administer the implementation of this ordinance.

BACKGROUND:

Ordinance 2020-12 was drafted to amend the City's Land Development Code to implement the Comprehensive Plan Amendment CPA12020001 (Exhibit A) relating to the expansion of nonconforming single-family residential uses and structures on properties with a High Intensity Future Land Use Map designation. These properties are located beachside, east of S. Atlantic Avenue, with a T-RMF-1 (Hotel/Motel-Multifamily Residential-High Density) zoning district classification. Since single-family residential uses and structures are not listed as permitted uses in these zoning districts the single-family residential structures and uses, many of which predated the City's zoning regulations, are nonconforming and not allowed to expand. If adopted, Ordinance 2020-12 would permit the expansion of these structure and uses consistent with language below, which is articulated in the ordinance:

..."nonconforming single-family residential uses and structures on properties, which are designated a High Intensity Future Land Use Classification on the City's Future Land Use Map, shall be permitted

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."

The effect of this language is illustrated in Exhibit B attached. Essentially, structures that meet the criteria will be able to expand to "fill in" and or "square off" the the structure up to the current building foot print and no higher than the roof line. Additions or expansions beyond the afore-stated limitations are not permitted. Currently only a few properties would benefit from this provision, if adopted.

LEGAL REVIEW:

This item is approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-12 as presented.

SUGGESTED MOTION:

A City Council Member may motion as follows:

1. "I move to **approve** Ordinance 2020-12 as presented."

OR

2. "I move to approve Ordinance 2020-12 with the following amendments..."

OR

3. "I move to deny Ordinance 2020-12 on the basis of..."

- ATTACHMENT:**
1. Ordinance 2020-12-Nonconforming SF Residential Expansion-LDC-8-21-20-JC-8-31-20
 2. Exhibit A- Comprehensive Plan Amendment Language
 3. Exhibit B-Illustration Effect of Proposed Amendment

ORDINANCE 2020-12

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO NONCONFORMING SINGLE FAMILY-RESIDENTIAL USES AND STRUCTURES; AMENDING THE *CODE OF ORDINANCES, APPENDIX G-LAND DEVELOPMENT CODE*; BY AMENDING SECTION 14-11 ENTITLED “TYPES OF NONCONFORMING STATUS”; TO ALLOW THE LIMITED EXPANSION OF NONCONFORMING SINGLE-FAMILY RESIDENTIAL USES AND STRUCTURES ON PROPERTIES WITH A HIGH INTENSITY FUTURE LAND USE CLASSIFICATION; 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, the City of Daytona Beach Shores is committed to planning and managing the future growth of the City; 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, 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 Land Development Code 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 Planning and Zoning Board, which is the local planning agency of the City, and City Council of the City of Daytona Beach Shores have conducted public hearings and issued notices required by Florida law in the preparation and enactment of this Ordinance; and

WHEREAS, the City Council of the City of Daytona Beach Shores has deemed approval of this Ordinance to be in the best interest of the residents and citizens of the City of Daytona Beach Shores; 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 14-11, entitled “Types of Nonconforming status,” by adding the following:

Sec. 14-11. - Types of nonconforming status.

Within the districts established by this ordinance or amendments that may later be adopted there may exist:

1. Lots;
2. Uses of land;
3. Structures;

which lawfully existed before this ordinance was passed or amended but which would be prohibited, regulated or restricted under the terms of this ordinance.

It is the intent of this ordinance to permit these nonconformities to continue in their present condition in accordance with subsection 14-11.3 but not be enlarged upon, expanded or extended nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district. There are three (3) types of nonconforming status, as follows:

14-11.1. Nonconforming Lots of Record.

In any district in which single-family dwellings are permitted, notwithstanding district dimensional requirements, a single-family dwelling and customary accessory buildings may be erected on any single lot of record as defined herein which existed at the effective date of adoption or amendment of this ordinance. This provision shall apply even though such lots fail to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to all other regulations for the district in which such lot is located.

14-11.2. Nonconforming Uses of Land and Uses of Structures.

Where at the effective date of adoption or amendment of this ordinance, a lawful use of land or use of structure exists which would not be permitted under the regulations imposed by this ordinance, the use may be continued provided:

2. No such nonconforming use shall be enlarged or increased nor extended to occupy a greater area of land or structure than was occupied at the effective date of adoption or amendment of this ordinance; provided however, nonconforming single-family residential uses and structures on properties, which are designated a High Intensity Future Land Use Classification on the City's Future Land Use Map, shall be permitted 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.
3. No other nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this ordinance;
4. No additional structure not conforming to the requirements of this ordinance shall be erected in connection with such nonconforming use of land or structure.

14-11.3. Nonconforming Structures.

Where a lawful structure exists at the effective date of adoption or amendment of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, lot coverage, height, yards, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following:

1. No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity but any structure or portion thereof may be altered to decrease its nonconformity; provided however, nonconforming single-family residential uses and structures on properties, which are designated a High Intensity Future Land Use Classification on the City's Future Land Use Map, shall be permitted 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.
2. Should such nonconforming structure or nonconforming portion of structure be destroyed by any means to an extent of more than fifty (50) percent of its fair market value at the time of destruction, at the expense of the owner it shall not be reconstructed, except in conformity with the provisions of this ordinance. This provision shall not apply to structures that have become nonconforming as a result of the maximum building height Ordinance No. 98-22.
3. Should any such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations of the district in which it is located after it is moved.

SECTION TWO: 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 THREE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to nonconforming single-family residential structures are hereby ratified and affirmed.

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

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY 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.

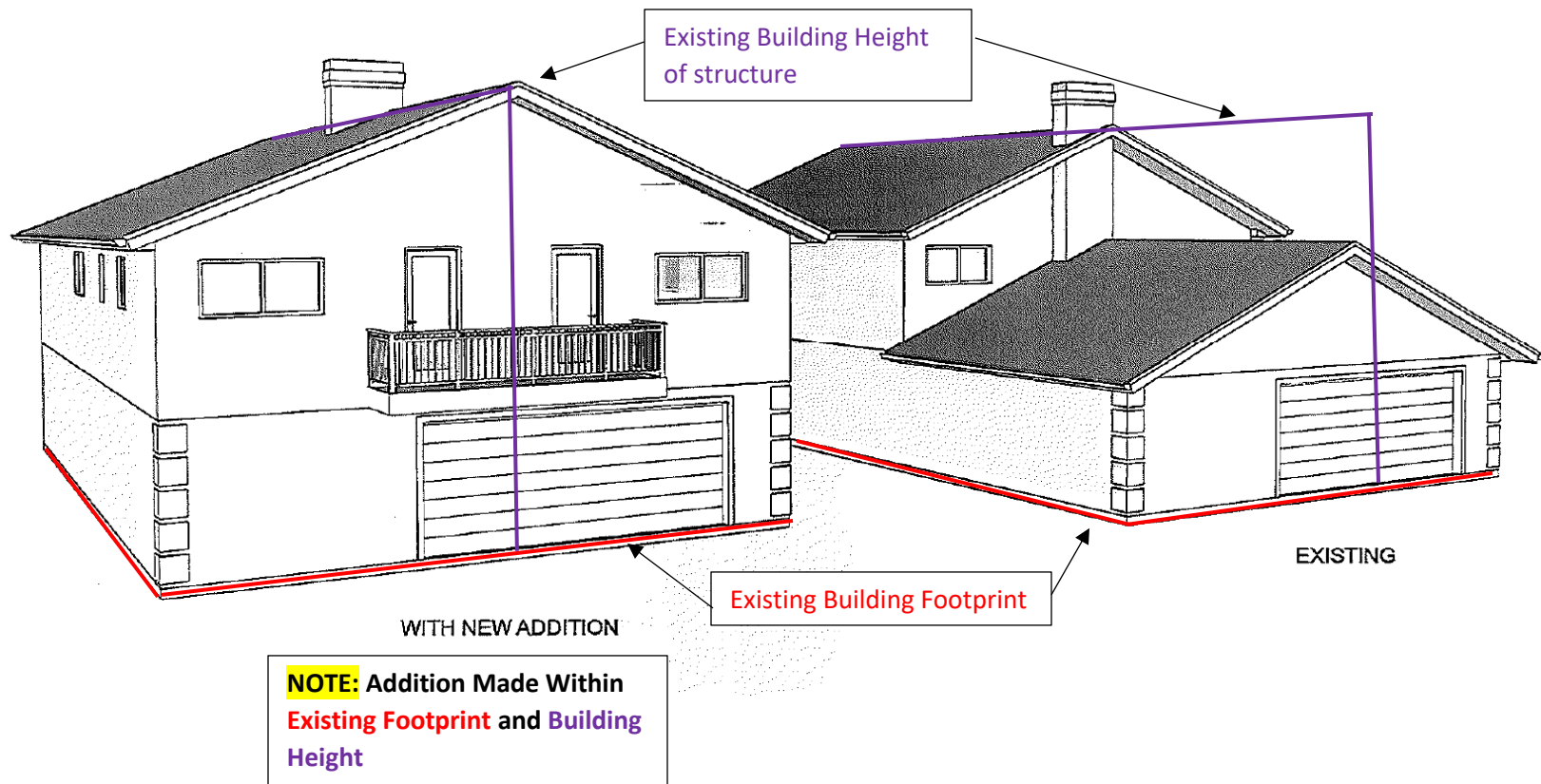
Adopted on second reading this _____ day of _____, 2020.

Comprehensive Plan Amendment CPA12020001
Nonconforming Single-Family Residential Expansion

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
SEPTEMBER 22, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT: Bank of America Bond Pre-payment Resolution

SYNOPSIS:

As part of the process of paying the City's outstanding debt ahead of schedule Bank of America requires the city to adopt a resolution authorize this action.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

This Resolution is approved as to form and legality

RECOMMENDATION:

Adopt Resolution 2020-13

SUGGESTED MOTION:

MOTION TO APPROVE RESOLUTION 2020-13 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE PREPAYMENT OF OUTSTANDING DEBT; DESIGNATING AUTHORIZED PERSONNEL; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENT: 1. Bond Pre-Payment Resolution REV

RESOLUTION 2020-13

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE PREPAYMENT OF CERTAIN OUTSTANDING DEBT; DESIGNATING AUTHORIZED PERSONNEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores, Florida has heretofore entered into:

(a) a Loan Agreement with Bank of America, N.A. and borrowed the proceeds of bonds issued on their behalf by the Issuer in the original principal amount(s) of \$10,700,000 (ID 13053789), \$10,000,000 (ID 3579786), \$10,000,000 (ID 3664581);

(b) an ISDA Master Agreement and ISDA Schedule to the Master Agreement, each dated as of April 11, 2003 (the “ISDA Master Agreement”) and the Confirmations dated October 3, 2005, each between the City of Daytona Beach Shores, Florida and Bank of America, N.A. (the “Hedge Counterparty”), with such ISDA Master Agreement Amended by the Amendment dated September 28, 2005; and

(c) an ISDA Master Agreement and ISDA Schedule to the Master Agreement, each dated as of October 1, 2007 (the “ISDA Master Agreement”) and the Confirmations dated October 3, 2007 and October 1, 2008, each between the City of Daytona Beach Shores, Florida and Bank of America, N.A. (the “Hedge Counterparty”),

WHEREAS, the City of Daytona Beach Shores, Florida has determined to apply available unassigned funds, voted debt service funds, and other sources of funds to:

(a) prepay the principal amount of the Bonds outstanding, plus accrued and unpaid interest thereon;

(b) pay the costs of terminating the Hedge Agreement at a termination price (the “Termination Payment”); and

(c) pay the amount outstanding under the Line of Credit Documents, plus accrued and unpaid interest thereon (the “Line of Credit Payoff Price” and collectively, the “Payoff Transaction”).

WHEREAS, the city of Daytona Beach Shores expects to make prepayments and payments as part of the Payoff Transaction from time to time and intends to have completed paying the Indebtedness in full on or before September 30, 2020 for ID130537789; and

WHEREAS, the city of Daytona Beach Shores expects to make prepayments and payments as part of the Payoff Transaction from time to time and intends to have completed paying the Indebtedness in full on or before September 30, 2021 for ID’s 3579786 & 3664581.

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

SECTION 1. Incorporate Findings.

The City Council hereby acknowledges the above Whereas provisions and adopts same are legislative findings.

SECTION 2. Debt Pre-Payment

The City Council hereby authorizes the prepayment of the city's outstanding debt as provided herein.

SECTION 3. Authorized Personnel

The City Manager or designee is hereby authorized to apply all unassigned funds, voted debt service funds and other sources of funds as needed from time to time to pay the Indebtedness as described herein.

SECTION 4. Conflicts.

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

SECTION 5. Savings.

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

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



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 22, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Economic Development Grant Application 12020025: Smith & Juice, LLC - Go Juice

SYNOPSIS:

The applicant, Smith & Juice, LLC, submitted Economic Development Grant Application 12020025 on August 25, 2020 requesting a new business lease subsidy grant totaling the amount of \$11,880 over the course of three (3) years. The applicant will be opening a "Go Juice" franchise at 3348 S. Atlantic Avenue (Unit A). The "Go Juice" franchise concept and its first juice bars originated in Costa Rica. "Go Juice" sells made to order juices, smoothies, coffee and smoothie bowls. The franchise will target healthy locals, tourists and working professionals. The applicant will build out the interior to meet the franchise standards and has signed a five (5) year lease with the landlord.

FISCAL IMPACT STATEMENT:

Funding is available for this grant and will need to be budgeted in the subsequent years budgets accordingly.

BACKGROUND:

In July 2019, the Daytona Beach Shores City Council approved Ordinance 2019-06, which relates to Economic Development within City limits. The ordinance, among other things, created an "Economic Development Commercial Lease Subsidy Program," which provides grants to subsidize leases for new businesses over a three (3) year period. The lease subsidy is limited to 30%, 20% and 10% of the lease for the first, second and third year, respectively, providing the total amount disbursed by the City does not exceed \$20,000.

Attached is a proposed grant agreement between the City and applicant, the grant application and staff analysis of the grant application.

LEGAL REVIEW:

This grant application and agreement matter is approved as to form and legality.

RECOMMENDATION:

On September 1, 2020 the Economic Development Committee recommended approval of the grant application.

SUGGESTED MOTION:

A City Council member may motion as follows:

1. "I move to **approve** the subject grant application and agreement as presented."

OR

2. "I move to approve the subject grant application and agreement with the following conditions/amendments..."

OR

3. "I move to deny the subject grant application and agreement on the basis of..."

ATTACHMENT:

1. GoJuice-Lease Subsidy Grant Agreement
2. Economic Development Grant Application-Go Juice-8-25-20
3. EDP Lease Subsidy Evaluation Worksheet-GOJUICE-9-10-20

CITY OF DAYTONA BEACH SHORES/COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT WITH SMITH & JUICE, LLC

THIS COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 2020, by and between the City of Daytona Beach Shores, Florida, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the “CITY”, and Smith & Juice, LLC, whose address is 319 Columbus Avenue, New Smyrna Beach, FL 32169, a Florida Limited Liability Company, hereinafter referred to as “GRANTEE”.

WITNESSETH:

WHEREAS, the City Council of the CITY has enacted Ordinance 2019-06 to further its policy objectives of facilitating the establishment of new businesses and the expansion of existing businesses within a targeted geographical area of the CITY, which area consists of underutilized, vacant or abandoned commercial properties; and

WHEREAS, Ordinance 2019-06 authorizes a program of economic incentives designed to attract new businesses, which are presently underrepresented in the CITY, and to locate such businesses in the targeted area of the CITY for the purpose of providing residents and visitors a wider array of goods, services, entertainment and dining options, additional employment opportunities and, at the same time, expand the tax base of the CITY and eradicate vacant, abandoned and underutilized properties; and

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or

new or existing tenants of commercial businesses in the CITY, subject to specific dollar limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, building façade improvements, structural alterations and/or beautification; and

WHEREAS, an alternative economic incentive in the form of a lease subsidy is also available under the ordinance, subject to specific dollar limits and meeting certain other criteria established by the CITY, to new or existing commercial lease tenants; and

WHEREAS, City Council of the CITY has determined that the investment of public funds in the economic incentive program generally, and in this Agreement in particular, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with applicable law and implement the provisions of controlling legal authority.

NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement upon which the parties have relied and are hereby adopted and incorporated by reference herein.

SECTION 2. PURPOSE AND TERM. Subject to the terms and conditions hereinafter set forth, the CITY shall provide a Lease Subsidy Grant to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant, continuously operate:

Name of Business: Go Juice

located at: 3348 S. Atlantic Avenue (Unit A), Daytona Beach Shores, FL 32118

for the term of the of this, being 3 years from the date first stated above.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

(A). The CITY shall pay the Lease Subsidy Grant to the GRANTEE under the terms and conditions of this Agreement as follow:

1. The GRANTEE business must be current in the payment of all taxes, fees, special assessments and charges for services owed to the CITY, the City Of Port Orange, Volusia County, the State of Florida and the US government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

2. The GRANTEE must not be in default of its obligations to any creditor such as would threaten to, or in fact, cause the discontinuance of the business before the end of this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

4. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State or Federal law or regulation governing the operation of the business at the time of application by the GRANTEE for the Lease Subsidy Grant and

continuing throughout the term of this Agreement; and

5. The GRANTEE must not engage in any prohibited or nonconforming uses under the code, ordinances or regulations of the CITY or of any law or regulations of the State of Florida and the Federal Government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

6. The GRANTEE must not engage in any business other than the business for which this Lease Subsidy Grant has been approved by the CITY at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement, without the prior written approval of the CITY; and

7. The GRANTEE shall be required to submit such documentation as may be reasonably required by the CITY to verify compliance by the GRANTEE with the terms and conditions of this Agreement prior to payment by the CITY of any Lease Subsidy Grant payment.

(B). If the GRANTEE is in violation of any of the above terms and conditions of this Agreement, the CITY shall declare a default and future Lease Subsidy Grant payments suspended pending the cancelation provisions of Section 7 for failure to timely cure the default, if any.

SECTION 4. PAYMENT OF LEASE SUBSIDY GRANT BY CITY TO GRANTEE.

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of \$20,000.00 based on the following

formula:

1. For the first year of the Lease Subsidy Grant, \$1,650 monthly rent times 30% (not to exceed 30%) totaling \$495 per month.

2. For the second year of the Lease Subsidy Grant, \$1,650 monthly rent times 20% (not to exceed 20%) totaling \$330 per month.

3. For the third year of the Lease Subsidy Grant, \$1,650 monthly rent times 10% (not to exceed 10%) totaling \$165 per month.

SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereof to any other party.

SECTION 7. DEFAULT.

(A). In the event of default by the GRANTEE or the CITY, the aggrieved party shall be entitled to any and all legal remedies available under Florida law.

(B). The aggrieved party shall give the defaulting party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. Upon the failure to timely cure the default, the aggrieved party may cancel the Agreement by notice as provided below.

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in

writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

SECTION 9. THE GRANTEE'S MANDATORY COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES, AND PUBLIC RECORDS REQUESTS.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the GRANTEE must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and 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.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically

must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(E). If the GRANTEE does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(F). Failure by the GRANTEE to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The GRANTEE shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

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

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be

affected. To that end, the terms of this Agreement is declared severable.

SECTION 11. TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 12. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 14. NONDISCRIMINATION. The GRANTEE agrees that it will not discriminate against any business invitee, employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The GRANTEE, moreover, shall comply with all the requirements of the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 15. INTERPRETATION. The CITY and the GRANTEE agree that all words, terms and conditions contained herein are to be read in concert,

each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. MODIFICATION. This 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, approved by the City Council of the CITY and the GRANTEE and executed by all parties to this Agreement.

SECTION 17. ENTIRE AGREEMENT: EFFECT IN PRIOR AGREEMENT.
This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement in the date and year first above written.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Michael T. Booker, City Manager

Approved as to form:

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

ATTEST:

By:

Dylan Smith
Smith & Juice, LLC - Grantee

538913

RECEIVED

AUG 25 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12020025

DAYTONA BEACH SHORES
ECONOMIC DEVELOPMENT PROGRAMGRANT APPLICATION

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.)

DATE RECEIVED:

REFERENCE:

(Please Print)

APPLICANT NAME:

Go Juice

CONTACT PERSON (if an entity):

Dylan Smith

ADDRESS:

319 Columbus Ave

CITY:

Nashville

STATE:

FL

ZIP:

32169

TELEPHONE:

386-405-3843

FAX:

EMAIL ADDRESS:

dylan@gojuice.co

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

Smith & Juice LLC

☐ Sole proprietorship/individual☐ Corporation☒ Limited Liability Company☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

Other

☒ New Business (Buildout or Lease Subsidy)☐ Land Purchase☐ Existing Business Expansion☐ Façade/Beautification☐ Existing Business Relocation☐ Alternative Grant Request☐ Existing Business Lease Extension

PROJECT SITE INFORMATION:

Address:

3348 S. Atlantic Ave

City:

Daytona Beach Shores

State:

FL

Zip:

32118

Tax Parcel ID:

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value \$ Year:

Maximum New Investment Value \$

Certified by a licensed Florida Engineer or Architect \$

PROJECT DESCRIPTION:

Please see Attached

PROJECT BENEFITS TO THE CITY:

TO THE CITY:

Please see Attached

REQUIRED PROJECT CHECKLIST:

- ☒ Certification by Applicant
- ☒ Application Authorization or Affidavit of Ownership
- ☐ Site plan, building plans, elevations and a detailed scope of work
- ☒ Business Plan
- ☐ Estimate by a Licensed Engineer or Architect certifying amount of new investment
- ☐ Most recent property tax bill and truth in millage statement

CERTIFICATION BY APPLICANT

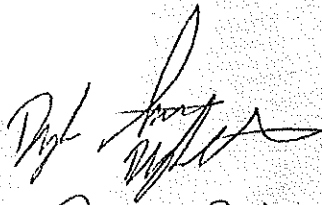
The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. Evidence of this authority must be attached.

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE:



DATE:

08/18/20

PRINTED NAME:

Dylan Smith

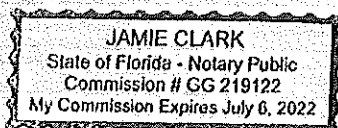
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of Aug. 2020 by Dylan Smith, who is personally known to me, OR who as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC



Page 3 of 9

AUTHORIZATION TO APPLY

I, LYNN JONES, am the owner of the following described
property: 3348 South ATLANTIC Ave, D.B.S., FL.
PROPERTY ADDRESS: 32118

I do hereby authorize the following named individual or entity to apply for an
Economic Development grant and enter into an agreement with the City of
Daytona Beach Shores.

AUTHORIZED REPRESENTATIVE:
(IF APPLICABLE)

PROPERTY OWNER (1) (Print Name)
Name)

LYNN JONES

PROPERTY OWNER (2) (Printed

PROPERTY OWNER (1) (Signature)
(Signature)



PROPERTY OWNER (2)

STATE OF FLORIDA

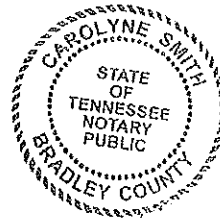
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of October
2019 by LYNN JONES, who is personally known to me,
OR who has produced Driver's License as identification and did (did
not) take an oath.

My commission expires: 2/10/2021

Carolyn Smith

Printed Name: Carolyn Smith
NOTARY PUBLIC



10/29/19

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: *3348 South Atlantic Ave. D.B.S., FL, 32118*
TAX PARCEL ID: *533503050050*

Signed and sealed
in the presence of:

William W. Familia

WITNESS #1 (Signature)

William W. Familia

NAME PRINTED

Melinda M. Familia

WITNESS #2 (Signature)

Melinda M. Familia

NAME PRINTED

STATE OF FLORIDA

COUNTY OF VOLUSIA

Lynn Jones
OWNER (Printed Name)

[Signature]
OWNER (Signature)



Witnessed by Lynn Jones
The foregoing instrument was acknowledged before me this *14* day of *Nov*, 20*19*,
produced *driver's license*, who is personally known to me, OR who has
as identification and did (did not) take an oath.

My commission expires:
April 25, 2020

Printed Name: *Erica N. Malone*
NOTARY PUBLIC *Erica N. Malone*

*NOTE: If more than one owner please provide additional affidavit of ownership
for each owner.

PROJECT DESCRIPTION:

GoJuice will be leasing the aforementioned address to create a new location for our juice bar concept. We will be selling Juice, Smoothies and Coffee along with smoothie bowls such as acai and granola bowls. We plan to build out the interior of this location to fit the standards we have set forth for all of our locations. Utilizing our tropical roots from Costa Rica where GoJuice was created in 2014 we plan to provide an enjoyable place for people to enjoy healthy, made to order menu items after a day at the beach or during their lunch break.

PROJECT BENEFITS TO THE CITY:

The benefits for all stake holders in the community will be immense. Our healthy, approachable menu items will not only appease the residents that are looking for such options but will give residents that don't currently prioritize healthy eating an approachable way to experience something that tastes good and is good for them. We also focus on sustainability through the use of eco friendly products such as completely compostable hay/wheat straws, bamboo spoons and compostable, alternative plastic cups and containers. This allows us to be good stewards of the beaches and surrounding environment which is one of the tenants of our company culture.

From: "Owen, Russell" <rowen@cityofnsb.com>
Date: August 13, 2020 at 9:35:57 AM EDT
To: "Miller, Nancy" <nmiller@cityofdb.org>
Cc: "dylan@gojuice.com" <dylan@gojuice.com>
Subject: Potential Business for Daytona Beach Shores

Mayor Miller,

I hope all is well for you and your fine city.

I am writing today on behalf of a local business owner, Dylan Smith, who has deep roots here in New Smyrna Beach and the Volusia community. Dylan (cc'd) has been operating his GoJuice business here in NSB on historic Flagler for about 3 years, and I can tell you, it is one of those unique local treasures enjoyed by locals and tourist alike. The business model/location is non-traditional in some ways, which caused for some additional hurdles for the city to work through up front, but I think the citizens and guest of NSB are happy that we worked through those and found a way to allow GoJuice to operate in our city. Since opening, I've heard nothing but rave reviews about this great community partner.

Dylan has shared with me that he is now pursuing some exciting expansion plans beyond NSB, including a potential location in Daytona Beach Shores. I hope your team will give this local entrepreneur some extra patience and consideration as you review his proposals. Given a chance, I think you would find him to be a excellent addition to the business community in your city.

To be clear, I have no financial interest in his business. I only hope our neighbors in Daytona Beach Shores have the chance to enjoy my favorite drink, a cold Charlie Brown, on a hot summer afternoon in the near future and that a local entrepreneur realizes the dream of expanding a great Volusia grown business.

If you or anyone on your team have any questions as you go, feel free to reach out.

Thanks for your time,

Russ Owen
Mayor
New Smyrna Beach, Florida
[386-314-3433](tel:386-314-3433)

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the [FBI CJIS Policy](#)) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

RECEIVED

AUG 25 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Executive Summary

I. Our Mission

Go Juice's mission is to bring colorful and convenient accessibility to health and the Pura Vida lifestyle. We do this through our unique concept of a low impact, high return business model serving made-to-order natural juices and smoothies along with specialty coffee products and one of a kind food offerings. Each of our menu items strive to differentiate us within an already up and coming fast casual food & beverage industry. We serve a healthy minded consumer willing to pay a premium for a fresh, friendly and family-oriented environment. Our eye catching style and decor offer our employees a fun place to work along with a sense of empowerment given by such a tight-knit work environment.

II. Company Overview

Go Juice was started in Costa Rica in 2014 and brought to the U.S. in 2016. Our two locations in Costa Rica are located in Playa Nosara in the tourism rich providence of Guanacaste and are what continue to give us inspiration and marketability through Costa Rica's popularity as a destination for traveling surfers and tourists from Florida. New Smyrna Beach, Ormond Beach and Amelia Island are where our current stores are operating in Florida.

The Management of Go Juice Daytona Beach Shores (DBS) will be headed by Dylan Smith, a longtime resident of New Smyrna Beach and GoJuice NSB's owner-operator.

III. Our Services

Our customer is one that appreciates healthy food along with clean, timely service. We strive to not only provide the best possible consumable product but an atmosphere and feeling of joy and as Costa Ricans say "Pura Vida" or pure life. The lifestyle of Go Juice is something we view as a product just as important as our menu items. A place to study, have a lunch meeting or just relax and listen to music are what you will find at Go Juice along with

- Freshly made to order:
- Juices & Juice Cleanse programs
- Smoothies / Acai Bowls
- Specialty Coffee products (we are home to the "Original BananaCoffee")

IV. The Market

DBS has a very dense population boasting a density of 4,726 people per sq mile, compared to the state average of 410. This allows us to reach a large amount of potential customers within a short distance of our location. Within the Daytona area we also have over 30,000 college students enrolled between Embry-Riddle and DBCC, bringing students from all over the country adding to the local flavor and culture. Not to mention the thousands of tourists that flock to Volusia county every year to enjoy the history and beaches nearby.

V. Our Competitive Advantage.

While there are currently a handful of businesses offering the fast casual restaurant experience in DBS none of these are doing so with the cross marketability of well known locations in surrounding towns, years of experience in the market both locally, statewide and internationally or a menu that encompasses everything that our target market strives for. Our marketing strategy will be the blend of word of mouth from existing customers that already love our locations in New Smyrna Beach & Ormond along with continuing to emphasize the lifestyle we bring to our locations through eye catching decor, relaxing atmosphere and a friendly staff trained to give the best experience possible at all Go Juice locations. The space of our new shop will allow us to collaborate with local artists, professionals, health & yoga enthusiast along with college students and tourists who are looking for a place to call their own.

VI. Financial Projections

Based on the size of the DBS market and past experience in surrounding markets our sales projections for year 1 are \$285,000 with a 10% increase per year for the first three years.

We have budgeted \$52,900 for the build out of the space. This will include a new bar, service area, production kitchen, seating/waiting area, art and indoor plants for added atmosphere. This projection includes all permits required to open this location.

The managing partner Dylan Smith will be paid according to generated revenue which will allow us to be flexible and lean with payroll costs which can be our highest expense.

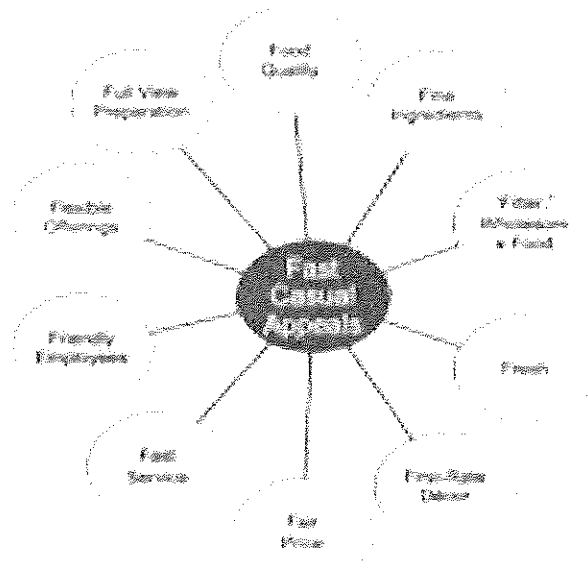
With our years of experience in this market and an already strong relationship with our vendors we can safely budget our Cost of Goods Sold at around 26.67% which is less than the industry standard of 30%.

Business/Industry Overview

According to Technomic, the food industry's gold standard of research and fact based consulting, the Limited Service or "Fast Casual" sector would be the driving force behind the industry's growth through 2018 and '19 with growth of 7.5%. Quick-service concepts, meanwhile, will grow by 3.5%. Casual-dining and fine-dining restaurants will grow by 2.7% and midscale restaurants, otherwise known as family restaurants, will grow by 1.8%. The graph below from Technomic does a good job of defining this sector through the 10 Fs what it means to be a fast casual operator.

Defining the fast casual operator

The 10 Fs of FCR



Consumers are beginning to look outside the traditional restaurant experience and are looking for a place they can have the options of either off premise dining or sit in dining without the feeling of the fast food experience or the cumbersome, time consuming dine in experience of years past. Eye catching, vibrant atmospheres along with fast service will lend themselves to these customers who want the best of both worlds when it comes to their dining experience.

Our Position in the Industry

Go Juice has always been a place built on relationship and atmosphere. Two key factors of what make a fast casual operator successful. Along with an easy to grasp menu without too many options and an open, friendly environment where the customers are part of a fast preparation process, we feel that we are a step ahead of the local competition that may also be focusing on a healthy, fresh food service.

We plan to target working professionals in the Daytona Beach Shores area, tourists looking for a relaxing break from the near by attractions and students at nearby schools.

Market Analysis and the Competition

Market Analysis

As stated in our mission statement we serve a healthy minded consumer willing to pay a premium for a fresh, friendly and family-oriented environment. Whether this be a young parent with children looking for something they can all enjoy, a working professional who is after something to make them feel good about their lunch break choice or a college aged student who wants to stay up on the food trends that all of their peers are posting on social media, our menu has something for them all. DBS has a very dense population boasting a density of 4,726 people per sq mile, compared to the state average of 410. This allows us to reach a large amount of potential customers within a short distance of our location. Within the Daytona area we also have over 30,000 college students enrolled between Embry-Riddle and DBCC, bringing students from all over the country adding to the local flavor and culture. Not to mention the thousands of tourists that flock to Volusia county every year to enjoy the history and beaches near by.

Competitive Analysis

While DBS and it's surrounding areas have a few up and coming food and beverage establishments there are not many in the fast casual healthy segment. There are no other well known businesses marketing themselves as places for juice and smoothies in the immediate area. There are also a couple of well known coffee businesses in the immediate area including Starbucks.

Sales and Marketing Plan

Go Juice has always felt as much a lifestyle as it does a food and beverage business and this is what we feel is a key point in our marketing plan. We focus on hiring people within our target market that help drum up initial buzz through word of mouth and social media. We also have experience in outside events and catering that not only drive up-front revenue but help with community engagement and awareness. Customer created content and advertising through social media platforms has been a huge driving factor in our low overhead model as it allows us to keep a low marketing budget and give us some organic credibility within our local markets. In relation to the quality of our product we pride ourselves in being able to offer our customers a menu that is priced lower than would be expected, an affordability given to us through high margin, low waste menu items. Something we also stress to our customers that has tremendous traction is a social and environmental responsibility we hold ourselves to through the use of compostable, alternative plastic containers and utensils.

Our sales channels are as follows:

- In-store purchases of made to order menu items along with grab-n-go items such as energy bars, homemade peanut butter & branded merchandise
- Pre ordered juice cleanse programs
- Pop up food events such as farmers markets and sports events
- Office and school catering with “make your own açai and smoothie bars”

Product Offerings

Apart from the grab-n-go merchandise and pre ordered juice cleanse, all of our menu items focus on being made to order within full view of the customer. The ability to slightly modify items is a huge plus for our customers as everything is made to order right in front of them, this gives the feeling that they are in control of their juice, smoothie or meal and the idea that they have options apart from what is on our menu. Our products are all served in eco conscious containers that use bio degradable alternative plastics, wood or cardboard. This allows us to stay relevant in the current business climate where customers are demanding more social responsibility from local businesses.

We also take great pride in the presentation and “instagramability” of all of our menu items.

Instagram and related social media platforms are a driving force in the food industry and we strive to stand out in a market where the more photos your customers are posting to their pages the more traction you will see in their respective market sector. One thing we also focus on quite heavily compared to our competition is smoothie bowls with our Açaí bowl being what we have become known for along with our homemade peanut butter, especially with the younger clientele with whom bowls have had huge traction in the last couple of years. We take great pride in our bowls standing out above the rest in this market. We have come up with a proven recipe that allows us to create something unlike anyone else around. Something worth mentioning here would be our completely original "Banana Coffee" recipe that has created regulars out of many first timers. We have had extreme success with past pop up shops in Brooklyn, NY along with write ups by countless food bloggers focusing on this unique "coffee smoothie".

Pricing Strategy

Our number one driver within our pricing strategy has always been the market and the value our customers attach to our products. We are lucky enough to have fine tuned a simple, low waste menu that allows us to react to the market demand along with other factors within the current climate whether that be introduction of new competition or seasonal price changes for fresh produce. A good example would be the price disparity between our current stores in Florida and the two stores operating in Costa Rica. We have been using the same menu at different prices though with similar margins for years now.

We like to view ourselves on a scale of existing concepts in our market. We can look at one end of the spectrum being the mass produced, easily accessible businesses such as Tropical Smoothie and the other end being the extremely specialized, expensive and super-food focused juice bars landing Go Juice somewhere around 60-70% on the scale towards the specialized business. We aren't specialized enough to scare people away, but we are healthy enough to be appealing to those customers looking for something to make them feel good about what they are putting in their body and happy to pay for the quality we provide over the mass produced smoothie and juice bars.

Ownership and Management Plan

Ownership Structure

The GoJuice DBS location will be run as a LLC owned by partners Dylan Smith and Christopher Parsons. GoJuice will also be ran under a franchise agreement with GoJuice Corporate.

The current owners and their respective shares of this LLC are as follows:

Dylan Smith : 80% Christopher Parsons:20%

Management Team

Go Juice DBS will be managed by Dylan Smith. Dylan's roles will include:

- Scheduling of employees and filling in where necessary to ensure a fully staffed operation during opening hours
- Ordering necessary goods for a stocked business
- Vendor Relations
- Accounts Receivable and Payable
- Communications with accountant and any other professional service contractors hired
- Staying current with local and state licenses and laws
- Upkeep of both locations to a high standard set forth during training
- Regular communication and reporting to corporate partners and GoJuice franchise corporation

Operating Plan

Production

Production will take place in two places of the store. We will have a back "production kitchen" where most things will be prepared for ease of service at the front, customer facing "production line".

Along with the majority of storage, most of the prep will be done in the back. This is where the smoothie bowl bases will be blended, peanut butter produced and juice cleanses prepared. All produce will be cleaned and prepped prior to being stocked on the juice and smoothie production line.

The Front Production line will be broken into 5 sections: - The POS station where the order is taken

- The Smoothie station
- Juice/Bowl Station
- Food Station
- Service Counter

The customer will order at the POS system which will communicate with all work stations via a tablet ticket system. Customers will have full view of the production of their order. This includes

completion of the smoothie bowl toppings, blending of smoothie, juices made on the line and food created. All before being set on the service counter with a name either verbalized or written on the container. All of our products will come in compostable, throw away containers thus eliminating the need for bussing or dishwashing.

Facilities

3348 S. Atlantic Ave is a 1300 sqft unit and was previously used as a laundromat. The adjoining business is a kwik stop convenient store.

Rent is set at \$1,650 for the first 5 years with a 3% annual increase and two additional 3 year options to extend the lease. Utilities not included in the rent will be power, water and internet.

Staffing

We expect to need a team of 6-8 part time employees at an average pre tax rate of \$10/hr along with the operating partner who will be responsible for filling shifts as well.

Opening staff will include at least 1 back employee and 1 front employee arriving an hour before opening. This staff will be responsible for prepping for the day's first service.

Staff will be trained according to company policy and it's handbook. The Operating Partner will be in charge of all hiring and training of staff. All HR related issues will be handled by Operating Partner as well unless an HR manager has been hired.



JUICE SM \$7.5
LG \$8.5

SMOOTHIES SM \$7
LG \$8

BOWLS

COFFEE



Ginger Kale
kale, spinach, pineapple,
ginger, cucumber, celery



Orange ya Glad?
orange, carrot, pineapple,
papaya, turmeric



BeetNick
beet, carrot, cucumber,
ginger, celery



Eye Opener
carrot, orange, pineapple



Seised by Fire
kale, pineapple,
cucumber, jalapeno



The Bray
pineapple, lime,
carrot, beet, kale, ginger



Beach Bum
strawberry, banana,
pineapple, papaya



Green Machine
pineapple, banana, mint, spinach,
fresh squeezed orange juice



Charlie Brown
banana, peanut butter,
granola, coconut, water



ColadaTropical
pineapple, banana,
passion fruit, coconut, water



Kawabunga
strawberry, pineapple, mint,
lime, coconut, water



Mixto Fresco
watermelon, mint,
lime, coconut, water



Açaí Bowl \$9.5
frozen açai blend, granola,
fresh banana, coconut
flakes, honey.



PB Açaí Bowl \$10.25
same great bowl with a loving
amount of homemade peanut
butter on top.



Dragon Bowl \$10.
frozen pitaya (dragon fruit) blend,
granola, banana, strawberry,
blueberry, coconut, flakes and honey



GreenGo Bowl \$10.
frozen matcha green tea blend granola,
banana, pineapple, blueberry, coconut
flakes and honey



Bee Eazy Bowl \$7.5
a cereal bowl, GoJuice style
granola & coconut milk, topped with
fresh fruit, bee pollen and honey



Cold Brew
SM \$3.75
LG \$4.



Banana Coffee
SM \$4.
LG \$4.5

available in this style
or coconut milk & honey

A GoJuice original, must try!

ADD ONS

\$1
GINGER
TURNERIC
G.F. GRANOLA

MATCHA
PROTEIN POWDER
PEANUT BUTTER

\$2
BEE POLLEN
FLAX SEEDS

CHIA SEEDS
ALMOND BUTTER

\$3
HOUSE
SHOT with:

GINGER, TURMERIC,
ORANGE & LIME

This menu uses all natural, made to order ingredients,
including products. Please let us know of any desired
modifications and/or allergies.

538913
RECEIVED

AUG 25 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

COMMERCIAL LEASE

LESSOR: SYLVESTER LYNN JONES
LESSEE: DYLAN SMITH
PROPERTY: 3348 S. Atlantic Avenue, Daytona Beach Shores, Volusia County, FL
32118

This Commercial Lease (the "Lease") is made effective as of the 17th day of August, 2020 (the "Effective Date") by and between Lessor and Lessee. Lessor does hereby lease to Lessee a portion of the Property known as Unit A and shown on Exhibit A attached hereto (the "Leased Premises"). Lessee shall also be entitled to use in common with Lessor and other tenants of the Property all parking structures and parking areas, driveways, sidewalks, landscaped and planted areas, pedestrian areas, lobbies, hallways, walkways, and other areas of the Property (collectively, the "Common Areas"). Lessee's right to use the Common Areas shall include the exclusive use of four (4) reserved parking spaces in the location shown on Exhibit B attached hereto.

TO HAVE AND TO HOLD the same for an initial term of five (5) years commencing on the Effective Date (the "Initial Term"). Further, Lessee shall have a total of two (2) options to extend this Lease for a term of three (3) years each thereafter.

Lessee covenants and agrees to the following terms and to pay to the Lessor upon execution of this Lease, the following:

Commencing on the earlier to occur of (i) the date which is one hundred eighty (180) days after the Effective Date and (ii) the date on which Lessee opens for business in the Leased Premises (the "Rent Commencement Date"), Lessee shall pay to Lessor a monthly amount of \$1,650.00 (the "Rent"), subject to three percent (3%) increases in Rent annually, and sales tax at the rate of six percent (6%), to be paid by Lessee to Lessor monthly in advance on the first (1st) day of each calendar month during the Term. The Rent for any partial calendar month during the Term hereof shall be prorated on a per diem basis.

All Rent payments shall be made via check to Coastal Living Real Estate LLC, 3619 Tresto Street, New Smyrna Beach, FL 32168, or to such other person as the Lessor may from time to time designate by written notice provided to Lessee. In the event of Lessee's failure in making any Rent payment for five (5) days or more, Lessor will assess a late penalty charge of five (5%) percent of the unpaid amount of such Rent payment.

If, at any time during this Lease, Lessee is required to shut down or otherwise prevented from operating its business for the Permitted Use in the Leased Premises as a result of COVID-19 or other pandemic, including any governmental restriction related to same, Rent shall be abated for a period of up to three (3) months. Following said three (3) month period, if Lessee is still required to be shut down or otherwise prevented from operating its business, then Lessee shall only be required to pay one-half (1/2) of its monthly Rent until such time as Lessee is able to fully resume its business operations in the Leased Premises.

THE LESSOR AND LESSEE HEREBY COVENANT AND AGREE TO AND WITH EACH OTHER AS FOLLOWS, TO WIT:

1. USE: The Leased Premises are to be used by Lessee for the operation of a restaurant serving juice, smoothies, coffees, and acai bowls and other related activities permitted by Lessee's business license (the "Permitted Use"). Lessee shall at its own costs and expense obtain any and all licenses and permits necessary for the Permitted Use. So long as Lessee operates in the Leased Premises in accordance with the Permitted Use, Lessor shall not permit any other tenant at the Property to operate for the purpose of selling juice, smoothies, coffees, and acai bowls (the "Exclusive Uses"). Notwithstanding the foregoing, the Exclusive Uses shall not apply to nor be of any force or effect with respect to any existing tenant or occupant of the Property, or any successor, assignee or sublessee of such existing tenant or occupant, for so long as any such existing tenant's lease or any renewal, extension or replacement (in connection with a bankruptcy or leasehold mortgage foreclosure proceeding) thereof, or any such existing occupant's occupancy agreement, is in effect, or to the premises demised thereunder.

2. OPTION TERM. Lessor hereby grants to Lessee two (2) options to renew and extend this Lease for a term of three (3) years each (each, an "Option Term", and together with the Initial Term, the "Term") upon at least ninety (90) days' notice in writing prior to the end of the Initial Term or Option Term, as applicable, to Lessor, on the same terms and conditions set forth in the Lease, subject to an increase of Rent of three percent (3%) more than the Rent in effect at the expiration of the immediately preceding Initial Term or Option Term, as applicable, followed by three percent (3%) increases in Rent thereafter annually.

3. SECURITY DEPOSIT. A security deposit in the amount of \$3,000.00 is due upon the signing of this Lease (the "Security Deposit"), which Security Deposit shall be held by Lessor as security for Lessee's full and faithful performance of this Lease, including the payment of Rent. The Security Deposit may be commingled with other funds of Lessor, and Lessor shall have no liability for payment of any interest on the Security Deposit. Lessor may apply the Security Deposit to the extent required to cure any default by Lessee. If Lessor so applies the Security Deposit, Lessee shall deliver to Lessor the amount necessary to replenish the Security Deposit to its original sum within ten (10) days after notice from Lessor. If the Lessee complies with all of the terms of this Lease, the Security Deposit shall be refunded to Lessee within thirty (30) days after the end of the Term and after Lessee has vacated the Leased Premises.

4. ADVANCE RENT. Advance Rent in the amount of \$1,650.00 is due upon the signing of this Lease (the "Advance Rent"), which Advance Rent shall be held by Lessor as security for the performance by Lessee of all obligations imposed under this Lease which Lessee is required to perform prior to the Rent Commencement Date. If Lessee shall fail to perform such obligations, Lessor shall be entitled to apply the Advance Rent, pro tanto, against any damages which it may sustain by reason of Lessee's failure to perform such obligations, but such application shall not preclude Lessor from recovering greater damages if the same can be established. Otherwise, if Lessee shall have faithfully performed all such obligations as of the Rent Commencement Date, then the Advance Rent shall be applied, pro tanto, by Lessor against the Rent first becoming due hereunder.

5. APPROVALS CONTINGENCY. Upon execution of this Lease, Lessee shall exercise best efforts to obtain any and all licenses and permits necessary for the conduct of the Permitted Use in the Leased Premises (the "Approvals") within fourteen (14) days from the date of the Effective Date (the "Approval Period"). Lessor will use commercially reasonable efforts to promptly cooperate with Lessee in its application processes at no cost to Lessor. In the event Lessee shall fail to obtain the Approvals within the Approval Period (despite its best efforts), then either party may terminate this Lease by delivering written notice to the other party no later than five (5) days after the expiration of the Approval Period. If either party timely terminates this Lease pursuant to this section, Lessee shall be entitled to a refund of the Advance Rent and Security Deposit paid under this Lease, and both parties shall thereafter be released from all obligations under this Lease except those which expressly survive termination of the Lease. If neither party timely exercises its right to terminate this Lease pursuant to this section, then this Lease shall continue in full force and effect.

6. INSPECTION PERIOD. Lessor has stipulated to the Lessee that the Leased Premises, including but not limited to plumbing and electrical, are in good condition and meet applicable codes and standards, and simultaneously with the execution of this Lease, Lessor has provided documentation which reasonably supports this stipulation. Lessee shall have a period beginning on the Effective Date and terminating fifteen (15) days following the Effective Date (the "Inspection Period"), to inspect the Leased Premises. Subject to obtaining satisfactory results from such inspections, the Lessee shall accept the Leased Premises in its "as is" condition. In the event that the Lessee is unable to obtain satisfactory inspection results during the Inspection Period, Lessee may terminate this Lease by delivering written notice to Lessor no later than five (5) days after the expiration of the Inspection Period. If Lessee timely terminates this Lease pursuant to this section, Lessee shall be entitled to a refund of the Advance Rent and Security Deposit paid under this Lease, and both parties shall thereafter be released from all obligations under this Lease except those which expressly survive termination of the Lease.

7. UTILITIES: Lessee agrees to pay, before delinquent, all charges for electricity, telephone, gas, water, and waste (garbage removal) which serve solely the Leased Premises.

8. PERSONAL PROPERTY. Lessee agrees to pay all taxes levied upon personal property, including trade fixtures and inventory, kept on the Leased Premises by Lessee.

9. MAINTENANCE: Lessor agrees to deliver the Leased Premises in good order and working condition. Lessor shall maintain the Property and the Common Areas, including the roof, outside walls, structure, foundation, and exterior of the building (ordinary wear and tear expected). Lessor agrees to keep the Common Areas clean and to remove debris or other impediments from the parking areas and driveways as promptly as reasonably possible. Lessee agrees not to do anything to jeopardize the structure of the building. Lessee agrees to take reasonable care of the Leased Premises and its fixtures, to suffer no waste, and to reasonably maintain the interior of the Leased Premises in good repair and clean condition including the ceiling, plumbing, electrical wiring, fixtures, walls, floors, doors, and windows. Lessee agrees to surrender to Lessor the Leased Premises in as good condition and repair as the Leased Premises shall be on the Effective Date, ordinary wear and tear and damage by fire, casualty, invasion, acts of war, insurrection and the like, the elements and Acts of God excepted.

10. ALTERATIONS: Lessee may make reasonable and necessary alteration in, or additions or improvements to, the Leased Premises (structural or otherwise) and shall not require the prior written consent of Lessor, provided that Lessee shall obtain Lessor's prior written consent, which shall not be unreasonably withheld or delayed, for any alteration, additions, or improvement requiring a permit. Any such alterations, additions, or improvements shall become the property of the Lessor upon expiration of this Lease, provided that Lessee shall have the right to remove all Lessee's equipment, trade or other fixtures, and other personal property in the Leased Premises which have been placed there by Lessee (including any HVAC unit installed by Lessee) even though the same be attached to said Leased Premises, provided that the removal of such annexation shall be effected before the expiration of this Lease or within a reasonable period thereafter not to exceed ten (10) days, and Lessee shall reasonably repair any damage to the Leased Premises caused by such removal.

11. TRADE AND OTHER FIXTURES: Lessee may install or cause to be installed such equipment and trade or other fixtures as are reasonably necessary for the operation of its business. Such equipment and trade or other fixtures shall remain personal property. All equipment, trade or other fixtures, and other personal property owned by Lessee (including any HVAC unit installed by Lessee) may be removed from the Leased Premises by Lessee before the expiration of the Term or within a reasonable period thereafter not to exceed ten (10) days, provided that Lessee shall reasonably repair any damage to the Leased Premises caused by such removal.

12. CASUALTY DAMAGE: Upon the occurrence of any casualty or peril, Lessee shall give immediate notice to Lessor. If, in the reasonable opinion of Lessor, the Leased Premises are rendered substantially unfit for occupancy, this Lease may be terminated. If, in the reasonable opinion of Lessor, the Leased Premises are not thereby rendered substantially unfit for occupancy or use, Lessor may promptly and diligently cause the damage to the Leased Premises to be repaired up to the amount of Lessor's insurance coverage. Any additional amount necessary for said repairs shall be paid by Lessor or Lessee as agreed between them. If Lessor and Lessee cannot agree on paying the additional amount for said repairs, then this Lease shall be terminated and null and void. Until repairs to the Leased Premises are completed by Lessor, Rent shall be abated in proportion to the part of the Leased Premises, if any, which is unusable by Lessee in the conduct of its business.

13. INSURANCE; HOLD HARMLESS: Except to the extent caused by Lessor's gross negligence, recklessness, or willful misconduct, Lessor shall not be liable to Lessee or Lessee's employees, patrons, or visitors for any damage to persons or party caused by any action, omission or negligence of Lessee, and Lessee agrees to hold Lessor harmless from all claims from any such damage; nor shall Lessor be liable, except to the extent caused by Lessor's gross negligence, recklessness, or willful misconduct, for any damage to persons or property due to the building or any part or appurtenance thereof being improperly constructed, or being or becoming out of repair, and, except as otherwise provided in this Lease, Lessee accepts the Leased Premises as suitable for the purposes for which the same are leased and accepts the building and each and every appurtenance thereof and waives defects therein.

Lessee agrees, at Lessee's expense, to maintain in force continuously throughout the Term of this Lease public liability insurance covering the Leased Premises, with limits of \$1,000,000.00

for death or injury to one person, \$1,000,000.00 for death or injury to more than one person, and \$1,000,000.00 for property damage, and shall forthwith furnish Lessor a certificate by the insurer that such insurance is in force naming Lessor as an additional insured.

Lessor shall maintain property insurance in commercially reasonable amounts covering the Property. Lessor covenants and agrees that at all times during the Term, Lessor shall obtain and keep in force adequate insurance for fire and lightning, with extended coverage and vandalism and malicious mischief endorsements on the building. Lessor hereby expressly waives any right of recovery against the Lessee for loss, damage or destruction of Lessor's property resulting from perils ordinarily covered by standard fire insurance policies with extended coverage and vandalism and malicious mischief endorsements, notwithstanding that the damage may be due to the negligent acts or omissions of Lessee, Lessee's agents or employees.

Lessor and Lessee each waive and shall cause their respective insurance carriers to waive any and all rights to recover against the other or against the agents of such other party for any loss or damage to such waiving party (including deductible amounts) arising from any cause covered by any property insurance required to be carried by such party pursuant to this Lease or any other property insurance actually carried by such party to the extent of the limits of such policy.

14. COMPLIANCE WITH LAWS: Lessee shall, at Lessee's own expense but subject to Lessee's right to contest the validity thereof, promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal, or other lawful authority pertaining to the use and occupancy of the Leased Premises.

15. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this Lease or allow the same to be assigned by operation of law or otherwise, or sublet the Leased Premises or any part thereof, or use or permit same to be used for any purposes other than as above specified, without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee may transfer all or part of its interest in this Lease or all or part of the Leased Premises to the following types of persons or entities without the prior written consent of Lessor:

(1) any wholly owned subsidiary or affiliate of Lessee, including but not limited to Smith & Juice, LLC;

(2) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Lessee, or its corporate successors or assigns, is merged or consolidated, so long as Lessee's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and

(3) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Lessee's assets, so long as Lessee's obligations hereunder are assumed by the entity acquiring such assets.

Any such assignment or sublease shall be subject to all the terms and conditions of this Lease, and Lessee shall remain liable for the payment of the Rent and the performance of all of the terms and

Page 5 of 10

conditions hereunder. If Lessee assigns or subleases the subject property, there shall be paid to Lessor a transfer fee of \$1,000.00.

16. BANKRUPTCY: Should Lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Lessor, at his option, may terminate all rights of the Lessee under this Lease.

17. EMINENT DOMAIN/ENVIRONMENTAL: If all or any part of the Leased Premises is taken under the power of eminent domain, or conveyed under the threat of condemnation proceedings, and Lessor shall determine that the remainder is inadequate to or unsatisfactory for the purposes of this Lease, which determination shall not be arbitrarily or capriciously made, then this Lease shall terminate effective as of the date Lessee is required to give up the right to occupy or use the Leased Premises. Lessee shall have not right to make any claim against Lessor because of such termination. In the event of a partial taking or condemnation which does not result in the termination of this Lease, Rent shall be apportioned according to the part of the Leased Premises remaining useable by Lessee.

Lessor shall be solely responsible for requirements, if any, imposed by governmental authority for correction or alleviation of environmental problems of any and all kind whatsoever.

18. ATTORNEYS' FEES: If the event of litigation between the parties for alleged breach of any covenants of this Lease or condition herein contained, the parties agree that the losing party shall pay the prevailing party's reasonable attorney's fees and court costs.

19. DEFAULT: In case of default by the Lessee in any of the covenants on its part herein contained, Lessor may enforce performance of the Lease in any manner provided by law, or, at the option of the Lessor, this Lease may be forfeited in the event any such default continues for a period of twenty (20) days after Lessor notifies the Lessee in writing of such default, and of Lessor's intention to declare the Lease forfeited, and upon the expiration of said twenty (20) day period (unless Lessee shall have within such period commenced the removal of such default and thereafter shall have proceeded with due diligence until the default complained of has been removed or cured) this Lease shall cease and come to an end as if that were the day original fixed for the expiration of the this Lease, and Lessor's agent or attorney shall have the right without further notice or demand to re-enter and remove all persons from the Leased Premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or Lessor's agent or attorney may resume possession of the Leased Premises, and re-let the same for the remainder of the Term or at the best rental such agent or attorney may obtain for the account of the Lessee.

In the event the Lessor shall default in the performance of any of the terms or provisions of this Lease, Lessee shall promptly notify Lessor in writing. If Lessor shall fail to cure such default within five (5) days after receipt of such notice, or if the default is of such character as to require more than five (5) days to cure and Lessor shall fail to commence to do so within five (5) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event Lessee may cure such default and such expense shall be deducted from the Rent otherwise due, but any such default shall not work as a forfeiture of this Lease. If such default

continues for a period of thirty (30) days after receipt notice, Lessee shall be entitled, at Lessee's option, to terminate this Lease by written notice to Lessor.

20. HOLDING OVER: Should Lessee hold over the Leased Premises or any part thereof, after the expiration of the Term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a monthly rental of one hundred fifty percent (150%) the amount of the last month of the Term of this Lease.

21. NOTICES: Any such notices required or permitted hereunder shall be in writing and delivered either in person to the other party's authorized agent, by recognized overnight courier (such as Federal Express), or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the address set forth hereinafter, or to such other address as either party may designate in writing and delivered as herein provided.

LESSOR: 3619 Tresto Street, New Smyrna Beach, FL 32168

LESSEE: 319 Columbus Ave, Apt. East, New Smyrna Beach, FL 32169

22. INDEMNITY: Lessee shall indemnify Lessor for any claim, demand, cause of action, mechanic's liens, or other liens or liability as a result of Lessee's repairs or alterations required or permitted herein. Lessee further agrees to indemnify and cause Lessor to be held harmless against all claims, demands and judgments for loss, damage or injury to property or person, including attorneys' fees and investigation and discovery costs, resulting from or occurring by reason of the use and occupancy of the Leased Premises by Lessee, its agents, servants, employees, successors, or assigns to the extent all matters arising from such claims can be insured against and are not caused by Lessor's gross negligence, recklessness, or willful misconduct.

23. AMENDMENT: ENTIRE AGREEMENT: This Lease may not be altered, changed, or amended except by an instrument in writing and signed by both parties. This Lease, together with any exhibits, documents, and riders attached hereto or incorporated by reference herein, constitutes the entire agreement between the parties, and there are no promises, representations or inducements except such as are herein provided.

24. DISPUTE RESOLUTION: Any unresolved controversies, claims, or other matters in question between Lessor and Lessee, arising out of or relating to this Lease, its breach, enforcement, or interpretation shall be submitted to mediation, conducted by a certified mediator to be reasonably agreed upon by the parties. Each party will split equally any mediation fee incurred in any mediation permitted by this Lease. Each party will pay their own costs, expenses, fees, including attorneys' fees, incurred in conducting the mediation. Disputes not settled pursuant to this section may be resolved by instituting an action in the appropriate court having jurisdiction in this matter.

25. SEVERABILITY: If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws during the Term of this Lease, it is the intention of the parties that the remainder of this Lease shall not be affected thereby.

26. GOVERNING LAW: This Lease shall be construed in accordance with the Laws of the State of Florida.

27. RULES OF CONSTRUCTION: Each party hereto has reviewed and revised (or requested revisions of) this Lease, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Lease.

28. EFFECT OF WAIVER. No waiver of any condition or covenant of this Lease or of the breach of any condition or covenant shall be taken to constitute a waiver of any subsequent breach of such condition or covenant, or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant thereof. The acceptance of Rent by the Lessor at any time when the Lessee is in default of any covenant or condition shall not be construed as a waiver of such default or of the Lessor's rights hereunder on account of such default, nor shall the payment of Rent by the Lessee at any time when Lessor is in default under any covenant or condition hereof be construed as a waiver of such default, nor shall any waiver or indulgence granted by the Lessor or Lessee be taken as an estoppel against the party granting the same.

29. BROKERS. Neither Lessor nor Lessee has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than Coastal Living Real Estate, LLC, whose commissions shall be paid by Lessor pursuant to a separate written agreement. Lessee and Lessor shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

30. QUIET ENJOYMENT. Lessor hereby covenants that Lessor has lawful title to the Property and the right to make this Lease for the Term and agrees that, if Lessee shall promptly perform and observe all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the Term hereof have the peaceable and quiet enjoyment and possession of the Leased Premises without hindrance from Lessor or any person or persons lawfully claiming the Leased Premises.

31. FORCE MAJEURE. If Lessee is delayed or prevented from performing any of its obligations under this Lease by reason of acts of war, governmental restriction, civil commotion, insurrection, shortage of labor or materials, strike, pandemic, fire, Acts of God, or any other reason beyond Lessee's reasonable control, the period of such delay or such prevention shall be deemed added to the period herein provided for the performance of any such obligation by Lessee.

32. SUCCESSORS AND ASSIGNS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, Lessor's successors and assigns, and shall inure to the benefit of and be binding upon Lessee, Lessee's successors and those assignees of Lessee who become assignees in accordance with the terms hereof.

33. COUNTERPARTS. This Lease may be executed in any number of identical counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. A PDF, facsimile, or email transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

34. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and each provision; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the United States of America, the final date of such period shall be extended to the next business day.

35. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. Lessor hereby represents that it has received no notice and is not otherwise aware of the presence of radon gas at the Property in excess of applicable governmental limitations.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Lease as of the Effective Date.

Signed, sealed and delivered in the presence of:

Witness as to Lessor

Print Name:

Sylvester Lynn Jones
SYLVESTER LYNN JONES
Lessor

Print Name: _____

Witnesses as to Lessee

Print Name:

Courtney Stewart

Dylan Smith
DYLAN SMITH
Lessee

Print Name:

Aaron Brown

EXHIBIT A



EXHIBIT B



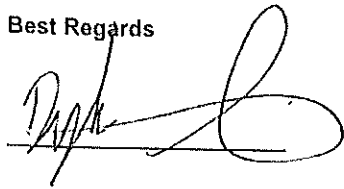
COASTAL LIVING REAL ESTATE, LL
3619 Tresto St. N.S.B., Fl. 32168

August 14, 2020

Re; 3348 S. Atlantic Ave Unit A

Parking: Four parking spaces in front Unit A will first be available for use of Go-Juice Customers.

Best Regards



EDP EVALUATION CRITERIA- LEASE SUBSIDY					
Business Name:	Go Juice			Proposed Address:	3348 S. Atlantic Ave. Unit # A
Business Type:	Restaurant – Juice/Smoothie Bar (Fast Casual)	Vacant Space:	Y/N	Evaluation Date:	8-21-20
				Application No.:	12020025

A	Mandatory Criteria-City Planner	Yes	No	Comment
1	Location in Targeted Area?	X		
2	Targeted Business?	X		
3	If no to #2, is Business Substantially Compliant & Desired As Approved by CC?			NA
4	Is Business A Permitted Use /Non-Residential/Mixed Use?	X		
5	Appropriate Zoning Consistent w/ Comp Plan?	X		
6	Minimum Three (3) Year Lease?	X		Lease is for 5 years (\$1650/mo)

B	Supplemental Criteria Met-City Attorney	Yes	No	NA	Comment
1	Current w/ Applicable Taxes, Fees, Etc.?	X			
2	Subject to Related Foreclosure, Bankruptcy or Defaults?				To be analyzed prior to disbursement
3	Current Related Code or Ordinance Violations?		X		
4	Applicant Willing to Enter into Agreement w/ Conditions?	X			
C	Grant Distribution-Committee	Yes	No		Comment
1	Consistency w/ED Grant Distribution Summary	X			
D	Lease Subsidy Criteria-Committee	Low	Medium	High	Amount/Comment
1	Number of New Jobs Created?			X	6-8 Part-time employees PLUS Manager
2	Desirability of Business?			X	Fast casual juice/smoothie bar catering to health conscious tourists, working professionals & residents
3	Amount of Capital Investment Made?			X	\$52,900 budgeted for buildout
4	New Business-Ability to Attract Other Targeted Businesses?			X	Located in plaza with vacant unit. Fast casual beach theme symbiosis potential
5	Business Expansion-Satisfies Economic Development Needs of City?				NA
6	Business Relocation-Enhance Operations ?				NA
7	Business Relocation-Enhance Employment?				NA
8	Lease Extension-Enhance Operations?				NA
9	Lease Extension-Enhance Employment?				NA
10	Additional City Council Criteria				NA

Worksheet Tabulation

Go Juice: 3348 S. Atlantic Avenue

D	Lease Subsidy Criteria-Committee	Low	Medium	High	Scoring Scale/Rationale
1	Number of New Jobs Created?			3	L=1-4; M=5-8; H=9+
2	Desirability of Business?			3	L=not very desirable (no relation to businesses on targeted list);M=Desirable (similar to business on targeted list);H=very desirable (on targeted list)
3	Amount of Capital Investment Made?			3	L=\$1-\$2,999; M=\$3,000-\$19,999; H=\$20,000+
4	<i>New Business</i> -Ability to Attract Other Targeted Businesses?		2		L=not very confident to attract targeted business-Very low to NO potential for Symbiosis (stand alone building, category killer, fail the DBS smell test, etc); M=moderately confident to attract targeted business-moderate potential for Symbiosis (eg located in a plaza and or mom&pop business, boutique business, etc); H=very confident to attract targeted business PROBABLE Symbiosis (eg located in a plaza and or franchise, anchor store, shadow anchor, etc)
*	<i>Scoring Guide: Low = 1pt, Medium = 2pts, High = 3pts</i>	Average Score: 11/4 = 2.75			<i>Recommended Range of LS Awards Distribution Based on Average Score: 1 = 0-33%, 2 = 33-66%, 3 = 66-100%</i>
Recommended LS Award: 100% of lease subsidy Award Distribution: Lease = \$1650/mo		Yr1/30% = \$495*12 = \$5940 Yr2/20% = \$330 * 12 = \$3960 Yr3/10% = \$165 * 12 = \$1980			3 Year Total Award = \$11,880 < \$20,000 max: OK



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 22, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Appointment of Board Member to Planning & Zoning Board for three year term

SYNOPSIS:

Board Member John Schmitz's term is up for re-appointment. If the council desires to re-appoint him, he would serve another three year tem.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

This is approved as to form and legality.

RECOMMENDATION:

SUGGESTED MOTION:

I move to appoint John Schmitz to the Planning & Zoning Board for another three year term.

ATTACHMENT: None



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 22, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT: Discussion on issuing RFP for sale of 136 Beachcomber property.

SYNOPSIS:

Recently the city has received multiple offers for the purchase of the City owned property located at 136 Beachcomber St. Staff is proposing to issue a formal Request for Proposals on the sale of this facility and is requesting feedback from the City Council on how to proceed.

FISCAL IMPACT STATEMENT:

Dependent upon council action

BACKGROUND:

LEGAL REVIEW:

This is a policy decision properly determined by the City Council.

RECOMMENDATION:

Discussion

SUGGESTED MOTION:

Discussion

ATTACHMENT: None