



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING AUGUST 24, 2022

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

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Council Meeting Hall. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Employee Service Award - Sgt. Kathryn Gotz 5 Years
- 6. APPROVAL OF MINUTES**
 - A. City Council Budget Workshop Minutes July 26, 2022
 - B. City Council Minutes July 26, 2022

7. CONSENT AGENDA:

- A. Community Services Department Monthly Report - July 2022
- B. July Public Safety report
- C. Volusia County - Daytona Beach Shores Municipal Services Provision Interlocal Agreement
- D. Executive Summary Financial Reports for June and July 2022
- E. Resilient Florida Vulnerability Assessment Grant

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report August 24, 2022

9. REPORTS OF THE CITY MANAGER:

- A. August 24th City Manager Report

10. OLD BUSINESS:

- A. Ordinance 2022-14: Amendment Of Monument Sign Regulations Regarding Nonconforming Freestanding Signs On Multifamily Residential Properties

11. QUASI-JUDICIAL HEARING

- A. Regular Site Plan Application RSP 12022005 - Surf Style at Daytona Beach Shores, 2226 S. Atlantic Avenue

12. NEW BUSINESS:

- A. Non-conforming Sign Removal Incentive Grant Application: Bahama House Hotel - 2001 S. Atlantic Ave.

13. COUNCIL COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

MINUTES
CITY COUNCIL MEETING
July 26, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Captain Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A.

1. Review of the proposed FY 2022-2023 Governmental and Enterprise Funds' Budget
2. Discussion of the Proposed Millage
3. Important dates for TRIM (Truth in Millage) process

Finance Director Lory Irwin gave a brief PPT to the council. Graphs were shown of the past 15 to 20 years depicting the taxable values and tax rates. The proposed tax rate of 4.6389 was discussed. It is slightly higher than the city's current rolled back rate. The proposed rate would be an annual increase of \$58 for a single-family residence and approximately \$55 increase for a condominium owner. The proposed budget has increased from last year due to increases in both insurance and operating costs. Each department was reviewed and any major changes were noted. The council did not wish to make any additions or changes to what was proposed. The first adoption hearing date is Monday, September 12th and the final hearing will be on September 27th.

4. ADJOURNMENT:

The meeting ended at 5:59 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

MINUTES
CITY COUNCIL MEETING
July 26, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, Public Safety Director Stephan Dembinsky and Captain Michael Fowler.

Councilmember Conomos joined via the telephone with the council consensus. Once the meeting was called to order, the Mayor asked for a short five-minute recess.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Council Minutes July 12, 2022

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to approve the City Council Minutes of July 12, 2022.

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

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

7. CONSENT AGENDA:

A. Community Services Department Monthly Report - June 2022

B. Public Safety June monthly report

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Approve the consent agenda.

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

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

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report July 26, 2022

Attorney Becky Vose reviewed her report to the council. There were no additional questions.

9. REPORTS OF THE CITY MANAGER:

A. July 26, 2022 City Manager Report

City Manager Kurt Swartzlander reviewed his report to the council. Two additional items were added. The first is council approval for the county's annual Justice Assistance Grant. The council gave their approval for the Mayor to sign. The second item was that the city was informed that Ed Peck Sr. had passed earlier that day.

10. OLD BUSINESS:

A. Ordinance 2022-13 City of Daytona Beach Shores Procurement Policy

Attorney Vose read the ordinance by title. There were no additional questions or concerns.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Ordinance 2022-13 on second reading.

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

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

B. Ordinance 2022-12 Smoking Prohibition in City parks.

Attorney Vose read the ordinance by title. There were no additional questions or concerns.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Ordinance 2022-12 on second reading.

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

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

C. Resolution 2022-4 Setting a park list and fine amount for smoking prohibition in the Parks

Attorney Vose read the resolution by title. There were no additional questions or concerns.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Resolution 2022-4 on first reading.

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

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

11. **NEW BUSINESS:**

A. Ordinance 2022-14: Amendment Of Monument Sign Regulations Regarding Nonconforming Freestanding Signs On Multifamily Residential Properties

Attorney Vose read the ordinance by title. Community Services Director Stewart Cruz explained that staff had reviewed the remaining properties that had a non-conforming sign. There are currently 17 multifamily residential properties on the list. Staff felt their signs fit into their surroundings and the natural environment. If the ordinance was adopted, they would be exempt from the April 2023 deadline. However, when the property does decide to upgrade or renovate its sign, the new one must conform to the new guidelines. Both the Mayor and CMBR Conomos stated that they owned property in one of the 17 listed. Councilmember Conomos wished to abstain from the vote.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve Ordinance 2022-14 on first reading.

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

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

B. Resolution 2022-5 Fiscal Year 2022-2023 Proposed Millage Rate

Attorney Vose read the resolution by title. This rate was discussed at the earlier workshop. City staff has recommended the proposed millage rate of 4.6389. Once the rate is set and sent to the Property Appraiser, the council can lower it, but they can't increase it.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Resolution 2022-5 on first reading.

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

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

12. Quasi-Judicial

- A. Regular Site Plan Application RSP 12022005 - Surf Style at Daytona Beach Shores, 2226 S. Atlantic Avenue

Community Services Director Stewart Cruz explained that the site plan would need to be continued until August 23, 2022. There are still some outstanding issues regarding stormwater.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD BRYAN to Continue Regular Site Plan Application RSP 12022005 until the meeting of August 23, 2022.

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

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

- B. Regular Site Plan RSP12021034: Villa Cardinal Townhomes, 3723 Cardinal Boulevard

Participants for the hearing were sworn in by the City Clerk. There was no ex-parte communication from the council and all due public notice had been met. Community Services Director Stewart Cruz provided a brief summary of the project. It will be a multi-family townhome development. There will be four units, each being three stories tall. The property is currently vacant and the plan is consistent with the city's Land Development Code. The Planning & Zoning Board and city staff recommend approval.

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD BRYAN to Approve Site Plan RSP12021034.

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

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

13. COUNCIL COMMENTS:

Mayor Miller reminded the audience that the first meeting in August had been canceled along

with Coffee with the Mayor. There is a free concert on Friday night at the pavilion. CMBR Conomos was sorry that he couldn't attend the meeting in person. CMBR Politis inquired if the Public Safety Department had a plan in place if an active shooter happened at Longstreet Elementary. Captain Fowler explained that the school was not in our city limits, but they do have a plan to assist the City of Daytona Beach.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Sandy Cook inquired how the no-name park near St.Kitts Condominium could be named after her late husband. The condo was one of his developments and he had purchased the land. Mayor Miller requested staff to look into the naming process.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

16. ADJOURNMENT:

The meeting ended at 7:02 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – July, 2022

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2
 Submitted this Fiscal Year: 12
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 1
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 1

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Augusta Residence	2987 South Atlantic Avenue, Unit 1106	7/6	Replace existing windows and sliding glass doors	\$20,025.00	\$188.34
Kywi Residence	2947 South Atlantic Avenue, Unit 404	7/7	Replace 7 windows	\$12,000.00	\$129.10
7-Eleven	3610 South Atlantic Avenue	7/7	Replace storefront doors and frame	\$19,226.00	\$182.96
Cedar Creek Investments Inc	3043 South Atlantic Avenue, Unit 503	7/7	Remodel kitchen	\$18,750.00	\$177.58
Califf Residence	3703 South Atlantic Avenue, Unit 306	7/11	Replace kitchen counter tops	\$11,500.00	\$129.10
Sauleda Residence	3023 South Atlantic Avenue, Unit 702	7/12	Replace 1 window and 2 sliding glass doors	\$14,367.00	\$154.75
Grand Coquina	3333 South Atlantic Avenue	7/12	Add devices to existing system	\$16,450.00	\$521.00
Oceans One	3051 South Atlantic Avenue	7/14	Waterproof parking deck, garage repairs	\$873,222.00	\$3,097.82
Oceans Seven	2947 South Atlantic Avenue	7/14	Install 17 cameras, access control system on 3 doors	\$32,327.00	\$118.97
City of Daytona Beach Shores	3050 South Atlantic Avenue	7/14	Replace approximately 168' of schedule 10 sprinkler main	\$33,000.00	\$0.00
Island Liquors	2400 South Atlantic Avenue	7/15	Selective demo of building, build new storefront	\$280,000.00	\$1,526.08

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Island Liquors	2400 South Atlantic Avenue	7/18	Remodel existing electrical system	\$58,388.00	\$253.18
Gribble Residence	2555 South Atlantic Avenue, Unit 705	7/18	New cabinets and counter tops	\$17,050.00	\$172.20
LaMer Condo	3255 South Atlantic Avenue	7/19	Repair south facing block wall	\$70,000.00	\$465.86
Irish Residence	3043 South Atlantic Avenue, Unit 1406	7/19	Install 2 sliding glass doors	\$13,260.00	\$146.20
Oceans Atrium One	3013 South Atlantic Avenue	7/20	Concrete restoration, water proofing	\$589,750.00	\$2,443.02
Beach Quarters Resort	3711 South Atlantic Avenue	7/20	Replace windows and glass doors on building	\$81,000.00	\$528.44
Metz Properties	3278 South Atlantic Avenue	7/20	Replace secondary gutter and taps	\$23,746.00	\$47.50
Hage Residence	3051 South Atlantic Avenue, Unit 1606	7/20	Replace existing windows	\$25,000.00	209.87
Tuysuzian Residence	3757 South Atlantic Avenue, Unit 603	7/21	Remodel master bathroom, re-tile shower, replace vanity	\$18,000.00	\$172.20
OceanBlue 21 LLC	138 Botefuhr Avenue	7/21	Replace 43 windows	\$46,866.00	\$334.98
Conley Residence	3425 South Atlantic Avenue, Unit 405	7/21	Retile guest bath, remodel master bath, tub to shower	\$11,500.00	\$129.10
Wisniewski Residence	2615 South Atlantic Avenue, Unit 8G	7/21	Replace impact windows and doors	\$21,310.00	\$193.73
Plus Three Equity LLC	3315 South Atlantic Avenue, Unit 406	7/22	Install hurricane shutters on 3 openings	\$13,750.00	\$146.20
7-Eleven	2224 South Atlantic Avenue	7/22	Repair damaged wall	\$14,852.00	\$154.75
Peck Office Building	2430 South Atlantic Avenue	7/26	Install monument sign	\$13,500.00	\$77.53
Oceans Four Condo	3003 South Atlantic Avenue	7/26	Replace stucco and concrete in parking garage	\$27,000.00	\$221.25
Ashby Residence	3750 South Atlantic Avenue, Unit 5A	7/28	Replace 7 windows and 1 door	\$15,886.00	\$161.50
Turtle Inn Beach Club	3233 South Atlantic Avenue	7/29	Resurface pool	\$15,000.00	\$154.75
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$2,406,725.00	\$12,237.96

Building Division Revenue by Permit Category:

PERMIT TYPE	JULY 2022	FISCAL YEAR-TO-DATE 2021 TO 2022	JULY 2021	LAST FISCAL YEAR-TO-DATE 2020 TO 2021
BUILDING	\$15,230.37	\$125,404.65	\$24,695.24	\$173,346.71
ROOF	\$69.25	\$7,295.03	\$1,756.45	\$16,754.10
DEMOLITION	\$0.00	\$1,655.60	\$0.00	\$563.90
ELECTRICAL	\$1,734.90	\$21,691.46	\$2,543.75	\$27,469.09

MECHANICAL	\$2,721.58	\$33,741.81	\$4,053.71	\$37,026.06
PLUMBING	\$1,552.75	\$26,859.90	\$2,049.90	\$34,875.77
SIGN	\$11.00	\$1,876.56	\$280.61	\$2,515.11
POLITICAL SIGN BONDS	\$220.00	\$440.00	\$0.00	\$220.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$282.60	\$2,465.80	\$153.60	\$940.10
DEVELOPMENT FEES	\$604.02	\$15,224.82	\$770.00	\$2,685.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$22,426.47	\$236,655.63	\$36,303.26	\$296,395.84

Building Division Activities:

ACTIVITY	JULY 2022	FISCAL YEAR-TO-DATE 2021 TO 2022	JULY 2021	LAST FISCAL YEAR-TO-DATE 2020 TO 2021
INSPECTIONS	213	2,816	252	3009
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	29	0	1
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	2
FINAL INSPECTIONS	159	1,893	171	1831
FAILED INSPECTIONS	12	155	16	219

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

Projects Begun Current Fiscal Year-to-Date – 2021 to Present: \$28,671,824.00

Projects Begun Last Fiscal Year – 2020 to 2021: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2019 to 2020: \$24,944,320.00

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - JULY 2022

FACILITIES MAINTENANCE DIVISION:

Currently two full time position.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed and within the staff's capabilities. The facilities staff has an HVAC certification therefore related repairs can be performed inhouse. Staff replaces light bulbs, cleans window exterior, paints and performs any other general maintenance needed with the city buildings and city owned properties.

Additionally, this month:

- Community Center: Continued to trouble shoot AC problems
- Public Safety: Continued worked on broken gate ram, installed refrigerator water line
- City Hall/Facilities: Continued removing rust and painting walls and vents and fixed the 1st floor finance door keypad

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions and one electrician position. One position routinely assists the facility maintenance position and the electrician when needed.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the parks, streets, sidewalks and medians daily, including, but not limited to, mowing, changing out lights, restocking supplies, replacing

plants as needed, replacing or repairing street signs, checking and clearing storm drains, as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Fornari Park walkover repairs
- Changed out the street banners after July 4th holiday
- Set up for free concert
- Put up no smoking signs at city parks
- Continued patching, painting and small repairs to Finance Director's office

Electrician:

- Repairs at station 8 and 9
- Continued replacement of decorative lights to LED
- Fixed lights at mechanic shop
- Repaired rope light in the pavilion
- Assisted Musco Lighting in repairs at the pickle ball courts
- Performed 29 electrical line locates

SEWER DIVISION:

Currently three positions.

Normal monthly duties:

This division maintains and inspect all the sewer stations daily, performs all the general maintenance of the sewer stations, generators and the station properties, including, but not limited to, mowing and general outside maintenance, cleaning pump areas, wet wells and floats. The

division also maintains and inspects city manholes, delivers past due sewer bill notices for finance every month, perform cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Trained two employees from the parks/street department for possible transfer to sewer department
- Performed 33 Sewer line locates
- Changed batteries at stations 5 and 3
- Conducted 19 manhole inspections
- Fixed check valve arm at the Master Station
- Replaced hi/low switch on station 8
- Installed A/C hurricane straps at all the stations
- Checked sewer availability and smell at 3059 Esperanza and 2235 A1A, respectively



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

MONTHLY REPORT FOR JULY 2022

	<i>Jul-22</i>	<i>22/YTD</i>	<i>Jul-21</i>	<i>21/YTD</i>
<i>Police Related Calls</i>	2,679	13,823	2,419	16,472
<i>Fire Related Calls</i>	42	214	62	349
<i>Rescue Related Calls</i>	147	756	140	741
<i>Fire Related Alarms Sounding</i>	19	204	19	91
<i>Traffic Citations</i>	241	1,859	185	1,830
<i>Written Warnings</i>	58	369	24	230
<i>Building Inspections</i>	27	203	37	297
<i>Arrests: Adults</i>	33	236	30	255
<i>Juveniles</i>	2	7	0	2
<i>City Ordinance Charges</i>	1	1	0	0
<i>Florida State Statute Charges</i>	61	393	50	421
<i>Accidents: Total</i>	33	161	31	173
<i>Street/Highway</i>	11	84	12	93
<i>Parking Lot</i>	22	77	19	90

Stephan Dembinsky, Public Safety Director

8/11/22

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-07-01 through 2022-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	490	18.29 %	15.81
MISCELLANEOUS LE CALL	MISC	450	16.80 %	14.52
PROPERTY CHECK	PRC	399	14.89 %	12.87
TRAFFIC STOP	TS	375	14.00 %	12.10
SUSP PERSON	SPER	83	3.10 %	2.68
DIRECTED PATROL REQUEST	DPR	75	2.80 %	2.42
SUSP VEHICLE	SVEH	60	2.24 %	1.94
TOWED VEHICLE	TOW	56	2.09 %	1.81
TELEPHONE HANDLE	THC	45	1.68 %	1.45
SUSP INCIDENT	SINC	37	1.38 %	1.19
MEDICAL EMERGENCY	MED1	34	1.27 %	1.10
TRESPASSERS	TRES	34	1.27 %	1.10
FLAG DOWN	FLAG	32	1.19 %	1.05
SUSPECT STOP	SS	26	0.97 %	0.84
INVESTIGATION	INV	25	0.93 %	0.81
FIRE ALARM	ALARMF	23	0.86 %	0.74
DISTURBANCE	DIST	22	0.82 %	0.71
MEDICAL NON-EMERG	MED2	20	0.75 %	0.65
RADAR	RADAR	20	0.75 %	0.65
RECKLESS DRIVER	RD	17	0.63 %	0.55
WELL BEING CHECK	WBC	17	0.63 %	0.55
911 CK/OPEN LINE	911CK	16	0.60 %	0.52
MVA	MV	16	0.60 %	0.52
FALL- NON EMERGENCY	TRAU3	15	0.56 %	0.48
WALKUP	WALKUP	15	0.56 %	0.48
HIT&RUN MVA	MVHR	14	0.52 %	0.45
ILLEGAL PARKING	PARK	11	0.41 %	0.35
ANIMAL COMPLAINT	AC	10	0.37 %	0.32
ELEVATOR CALL	ELEV	10	0.37 %	0.32
FIREWORKS	FIREWK	10	0.37 %	0.32
WARRANT	WAR	10	0.37 %	0.32
BUSINESS ALARM	ALARMB	9	0.34 %	0.29
DRUNK DRIVER	DUI	9	0.34 %	0.29
THEFT	THEFT	9	0.34 %	0.29
CIVIL COMPLAINT	CIVIL	8	0.30 %	0.26
DISABLED VEHICLE	DAV	8	0.30 %	0.26
NARCOTICS	NARC	8	0.30 %	0.26
UNCONSCIOUS	UNC	8	0.30 %	0.26
FOUND PROPERTY	PROPF	7	0.26 %	0.23
TEST LE CALL	TEST	7	0.26 %	0.23
FLEEING DRIVER	FLEE	6	0.22 %	0.19
NOISE	NOISE	6	0.22 %	0.19
WALK & TALK	WT	6	0.22 %	0.19
DOMESTIC DISTURBANCE	DV	5	0.19 %	0.16
DRUNK PERSON	IP	5	0.19 %	0.16
FIGHT	FIGHT	5	0.19 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-07-01 through 2022-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAUMA CRITICAL	TRAUE	5	0.19 %	0.16
ASSAULT/BATTERY	ABAT	4	0.15 %	0.13
MVA W/ INJURIES	MVI	4	0.15 %	0.13
SEX OFFENDER ACCT PRGM	OPV	4	0.15 %	0.13
SHOPLIFTING	SHOP1	4	0.15 %	0.13
TRAUMA EMERGENCY	TRAU1	4	0.15 %	0.13
VANDALISM	VAND	4	0.15 %	0.13
ATT TO CONTACT	ATC	3	0.11 %	0.10
CITY ORDINANCE VIOLATION	COV	3	0.11 %	0.10
ESCORT	ESCORT	3	0.11 %	0.10
INFORMATION GIVEN	INFO	3	0.11 %	0.10
JUVENILE	JUV	3	0.11 %	0.10
LOST PROPERTY	PROPL	3	0.11 %	0.10
MISC FIRE SERVICE CALL	MISCF	3	0.11 %	0.10
ROAD OBSTRUCTION	RDOB	3	0.11 %	0.10
STROKE / CVA	CVA	3	0.11 %	0.10
SUICIDAL PERSON	SP	3	0.11 %	0.10
ZONE ACCOUNTABILITY PATR	ZAP	3	0.11 %	0.10
ASSIST AGENCY	ASSIST	2	0.07 %	0.06
FIRE OUTSIDE STRUCTURE	FOS	2	0.07 %	0.06
FRAUD	FRAUD	2	0.07 %	0.06
MEDICAL UNKNOWN	ALARMM	2	0.07 %	0.06
MISSING PERSON	MP	2	0.07 %	0.06
NE ASST- FIRE REQ	LEO2	2	0.07 %	0.06
SEXUAL OFFENDER	SXF	2	0.07 %	0.06
SPECIAL DETAIL	SDL	2	0.07 %	0.06
STOLEN VEHICLE	SV	2	0.07 %	0.06
STR ARM ROBBERY	SROB	2	0.07 %	0.06
STRUCTURE FIRE	SF	2	0.07 %	0.06
911 CK/OPN LINE/MED HAZ	911MED	1	0.04 %	0.03
BURG/IN PROG	BURGIP	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
CAR BREAK	CB1	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
DEAD PERSON	DEAD	1	0.04 %	0.03
DROWNING	DROWN	1	0.04 %	0.03
FAILURE TO PAY	FTP	1	0.04 %	0.03
FOUND CHILD	CHILDF	1	0.04 %	0.03
HIT&RUN W/INJ PED	MVHRPI	1	0.04 %	0.03
LOST/FOUND PET INFO	PET	1	0.04 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.04 %	0.03
MVA MAJOR	MVMI	1	0.04 %	0.03
OVERDOSE/POISONING	OD	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
PROWLER	PROW	1	0.04 %	0.03
SHOOTING	SHOOT	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-07-01 through 2022-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
STEP ZONE	STP	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
TRAUMA NON EMERG	TRAU	1	0.04 %	0.03
TRAUMA NON-EMERG	TRAU2	1	0.04 %	0.03
WELL BEING CHECK MEDICAL	WBCF	1	0.04 %	0.03
TOTAL CALLS:		2,679	100.00%	86.42

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.



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

TRAINING SEMINARS ATTENDED

Month of July 2022

<i>Daniel Carrazana</i>	<i>7/18-22</i>	<i>SWAT Team Leader Development-Beach Safety</i>
<i>Vincent Castellano</i>	<i>7/19-20</i>	<i>Less lethal Instructor Palm Bay PD</i>
<i>Laura Diedesch</i>	<i>7/25-8/5</i>	<i>Basic THI Tarpon Springs</i>
<i>Vincent Castellano</i>	<i>7/26-29</i>	<i>Reid Technique Orlando</i>
<i>Steven Faron Parker Sweeney John Pagano</i>	<i>7/29</i>	<i>Autism Awareness Training-Kissimmee</i>

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2022 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ENGINE RESPONSE									
STRUCTURE FIRES	0	0	0	1	0	2	1	0	1
HAZARDOUS CONDITIONS	3	2	0	23	5	2	22	7	0
VEHICLE FIRES	0	0	0	0	0	0	1	1	1
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	1	1	5	3	4	11	1	0
VEHICLE CRASHES W/ENGINE RESPONSE	1	0	0	3	1	1	5	3	3
SERVICE CALLS	22	4	1	95	9	3	188	18	2
FIRE ALARMS	19	0	0	88	2	1	107	2	0
CANCELLED EN ROUTE	2	2	3	22	11	15	37	12	17
TOTALS	47	9	5	237	31	28	372	44	24

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	7	3	22	27	40	51
HOTEL/MOTEL	0	5	20	17	27	24
ASSEMBLY	1	0	1	2	2	1
MERCANTILE	0	1	27	7	20	3
RESTAURANT	0	2	12	7	11	3
BUSINESS	3	0	50	7	59	7
OTHER	3	0	17	1	15	2
CONSTRUCTION	0	0	23	7	34	5
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	1	28	4	17	7
TOTALS	15	12	200	79	225	103

PLANS EXAMINATION HOURS: 0 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2022 STATISTICS

EMS CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	53	9	1	209	28	4	294	44	6
BLS CALLS	65	18	1	213	32	4	266	46	22
TOTALS	118	27	2	422	60	8	560	90	28



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DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
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MONTHLY REPORT FOR JULY 2022

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 A/C compressor	veh #148
Replace spark plugs	veh #148
Replace brake pads & rotors	veh #158
Replace brakes pads & rotors	veh #121
Replace ignition coil assembly	veh #149
Replace ignition coil assembly	veh #144
Replace resistor assembly	veh #112
Replace air filter	veh #147

**COUNTY OF VOLUSIA INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Daytona Beach Shores, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2022** and shall terminate at midnight on **September 30th, 2025** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Kurt Swartzlander, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the “Florida Governmental Conflict Resolution Act.”

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Daytona Beach Shores Fiscal Years 2022-23, 2023-24 and 2024-25* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of Daytona Beach Shores have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

CITY OF DAYTONA BEACH SHORES

By: _____
Name: Cheri Schwab
Title: City Clerk
Dated: _____

By: _____
Name: Nancy Miller
Title: Mayor
Dated: _____

By: _____
Name: Kurt Swartzlander
Title: City Manager
Dated: _____

Approved as to form
and correctness:

Gretchen R. H. Vose
City Attorney

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services
to the
City of Daytona Beach Shores**

Fiscal Years 2022-23, 2023-24 and 2024-25

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF DAYTONA BEACH SHORES
FY 2022-23, 2023-24 AND 2024-25**

Services	Annual Cost
Road and Bridge	As Needed and As Determined by CITY
Traffic Engineering	As Needed and As Determined by CITY

Public Works Services Overview

The City of Daytona Beach Shores (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director. CITY is aware that the Florida Department of Transportation (FDOT) is revising their signal maintenance agreements so that FDOT signals in the CITY currently required to be maintained by the CITY shall become the COUNTY’s responsibility per FDOT requirements beginning in either July 2023 or 2024. As such,

those signals identified as FDOT ownership in Exhibit "A" will transition to the COUNTY and be removed from this agreement in July 2023 or 2024.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit “A”. The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY’s current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. Painted Mast Arm Structures

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit “A” is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves

the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. If the CITY elects to utilize emergency vehicle preemption, the following Standard Operating Procedure shall be implemented to ensure the technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

10. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A
CITY OF DAYTONA BEACH SHORES - TRAFFIC CONTROL DEVICES
As of 5/18/2022

WITHIN COASTAL ZONE ☒ YES ☐ NO
FDOT ADDENDUM APPLICABLE ☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
072E	S ATLANTIC AV @ EMILIA AV				RRFB								CITY
072N	S ATLANTIC AV @ EMILIA AV				RRFB								CITY
082E	S ATLANTIC AV @ BELLEMEAD DR (PUBLIX)				RRFB								FDOT
082N	S ATLANTIC AV @ BELLEMEAD DR (PUBLIX)				RRFB								FDOT
082S	S ATLANTIC AV @ BELLEMEAD DR (PUBLIX)				RRFB								FDOT
135	SR A1A/ATLANTIC AV @ BOTEFUHR AV	✓									✓	✓	FDOT
136	SR A1A/ATLANTIC AV @ MOORE AV	✓									✓	✓	FDOT
137	SR A1A/ATLANTIC AV @ FIRE STATION					✓				✓	✓	✓	FDOT

TS – Traffic Signal
IMTS – Traffic Signal Interconnected & Monitored
ICB – Intersection Control Beacon
PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon
FDS – Emergency Fire Dept Signal
SAWD/BOS – Speed Activated Warning Display or Blank Out Sign
TWB – Traffic Warning Beacon LE LED – Leading Edge LED
UPS – Uninterruptible Power Supply/Battery Backup
OPT – Opticom (F) – Fire (B) – Bus Priority

**COUNTY OF VOLUSIA ~~STANDARD~~ INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Daytona Beach Shores, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2022** and shall terminate at midnight on **September 30th, 2025** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. COUNTY: County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. CITY: City Manager, ~~Michael Booker~~Kurt Swartzlander, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the “Florida Governmental Conflict Resolution Act.”

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Daytona Beach Shores Fiscal Years 2022-23, 2023-24 and 2024-25* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia ~~Standard~~ Interlocal Agreement for Provision of Municipal Services to the City of Daytona Beach Shores have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

CITY OF DAYTONA BEACH SHORES

By: _____
Name: Cheri Schwab
Title: City Clerk
Dated: _____

By: _____
Name: Nancy Miller
Title: Mayor
Dated: _____

By: _____
Name: ~~Michael Booker~~ Kurt Swartzlander
Title: City Manager
Dated: _____

Approved as to form
and correctness:

~~Lonnie N. Groot~~ Gretchen R. H. Vose
City Attorney

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services
to the
City of Daytona Beach Shores**

Fiscal Years 2022-23, 2023-24 and 2024-25

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF DAYTONA BEACH SHORES
FY 2022-23, 2023-24 AND 2024-25**

Services	Annual Cost
Road and Bridge	As Needed and As Determined by CITY
Traffic Engineering	As Needed and As Determined by CITY

Public Works Services Overview

The City of Daytona Beach Shores (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director. CITY is aware that the Florida Department of Transportation (FDOT) is revising their signal maintenance agreements so that FDOT signals in the CITY currently required to be maintained by the CITY shall become the COUNTY’s responsibility per FDOT requirements beginning in either July 2023 or 2024. As such,

those signals identified as FDOT ownership in Exhibit “A” will transition to the COUNTY and be removed from this agreement in July 2023 or 2024.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY's current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. Painted Mast Arm Structures

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit "A" is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing Traffic Signal Timing and Equipment Upgrades

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

a. Signal Timing Modification

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

~~b. Equipment Upgrades~~

~~The COUNTY will upgrade controllers to the current COUNTY standard. All CITY equipment replaced by the COUNTY will be disposed of by the COUNTY.~~

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY.

The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

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Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

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The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

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The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

10. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A

CITY OF DAYTONA BEACH SHORES - TRAFFIC CONTROL DEVICES

As of 5/18/2022

WITHIN COASTAL ZONE

☒ YES ☐ NO

FDOT ADDENDUM APPLICABLE

☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
072E	S ATLANTIC AV @ EMILIA AV				RRFB								CITY
072N	S ATLANTIC AV @ EMILIA AV				RRFB								CITY
082E	S ATLANTIC AV @ BELLEMEAD DR (PUBLIX)				RRFB								FDOT
082N	S ATLANTIC AV @ BELLEMEAD DR (PUBLIX)				RRFB								FDOT
082S	S ATLANTIC AV @ BELLEMEAD DR (PUBLIX)				RRFB								FDOT
135	SR A1A/ATLANTIC AV @ BOTEFUHR AV	✓									✓	✓	FDOT
136	SR A1A/ATLANTIC AV @ MOORE AV	✓									✓	✓	FDOT
137	SR A1A/ATLANTIC AV @ FIRE STATION					✓				✓	✓	✓	FDOT

TS – Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon

FDS – Emergency Fire Dept Signal

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign

TWB – Traffic Warning Beacon LE LED – Leading Edge LED

UPS – Uninterruptible Power Supply/Battery Backup

OPT – Opticom (F) – Fire (B) – Bus Priority

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending June, 2022

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$12,933,850	\$9,372,759	\$3,561,091	28%
General Obligation Debt Service	\$0	\$0	\$0	
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$12,933,850	\$9,372,759	\$3,561,091	28%
Sewer Fund Operations	\$2,221,184	\$1,959,161	\$262,023	12%
Sewer Fund Restricted Impact Fee	\$135,098	\$77,436	\$57,662	43%
Sewer Fund Sub-Total	\$2,356,282	\$2,036,597	\$319,685	14%
TOTAL ALL FUNDS FISCAL YTD	\$15,290,133	\$11,409,357	\$3,880,776	25%

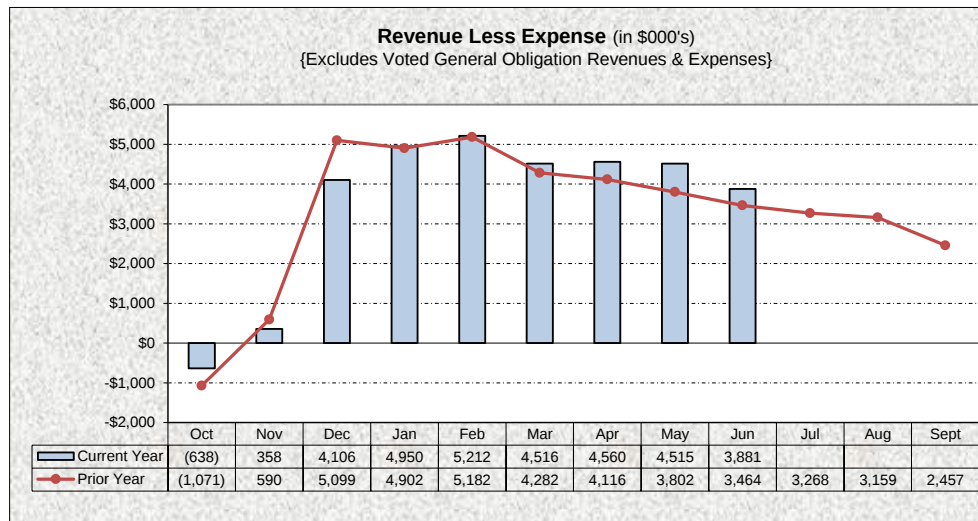
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$21,022,135	\$17,598,452	\$3,423,684	19%
Sewer Fund	\$9,986,940	\$8,944,739	\$1,042,201	12%
Sub-Total Operating Funds	\$31,009,075	\$26,543,191	\$4,465,885	17%
Gen. Obligation [GO] Construction & Debt	\$0	\$0	\$0	0%
TOTAL ALL FUNDS	\$31,009,075	\$26,543,191	\$4,465,885	17%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$3,737,119	\$771,572	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$397,675)	(\$6,049)	
PROJECTED FYE NORMALIZED CASH FLOW	\$3,339,443	\$765,523	\$4,104,966

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

NON-G.O. FUNDS	June, 2022		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	\$14,322	\$12,934	\$12,892	\$42	0%
Utility Fund	\$3,479	\$2,356	\$2,165	\$191	9%
Total Revenues & Appropriations	\$17,801	\$15,290	\$15,056	\$234	2%
Expenses ('000s)					
General Fund Less Capital	\$13,576	\$9,044	\$8,876	(\$169)	-2%
General Fund Capital	\$746	\$328	\$793	\$464	59%
Utility Fund	\$3,479	\$2,037	\$1,924	(\$112)	-6%
Total Expenses & Appropriations	\$17,801	\$11,409	\$11,593	\$183	2%
Revenue Less Expense ('000s)					
General Fund	\$0	\$3,561	\$3,223	\$338	
Utility Fund	\$0	\$320	\$241	\$79	
Revenue Less Expense	\$0	\$3,881	\$3,464	\$417	

VOTED GENERAL OBLIGATION	June, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$0	\$0	\$2,885	(\$2,885)	-100%
General Obligation Expense	\$0	\$0	\$6,734	\$6,734	100%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$0	(\$3,850)	\$3,850	



Prior Year (No G.O.)	Current Year	Prior Yr
Oct	(638)	(1,071)
Nov	358	590
Dec	4,106	5,099
Jan	4,950	4,902
Feb	5,212	5,182
Mar	4,516	4,282
Apr	4,560	4,116
May	4,515	3,802
Jun	3,881	3,464
Jul		3,268
Aug		3,159
Sept		2,457

General Fund Detail Budget Report

	June, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	8,412,300	8,401,907	8,392,424	9,483	0.1%
Business Taxes	101,900	100,894	99,812	1,082	1.1%
Utility Taxes	1,014,500	674,515	673,205	1,310	0.2%
Permits & Franchise Fees	893,200	597,698	575,898	21,800	3.8%
Intergovernmental	721,500	547,647	555,756	(8,108)	-1.5%
Donations	0	0	0	0	
Charges for Services	1,631,700	1,445,773	1,303,201	142,572	11%
Fines & Forfeitures	94,800	79,999	75,471	4,527	6%
Non-G.O. Interest	23,000	10,246	21,180	(10,933)	-52%
Unrealized Investment G/(L)	0	0	(289,000)	289,000	100%
Miscellaneous & Fixed Asset Sales	35,500	433,546	879,932	(446,387)	-51%
Internal Services	855,500	641,625	603,750	37,875	6%
Non G.O. Transfer In-Fund Balance	538,200	0	0	0	
Non-G.O. Gen. Fund Revenue	\$14,322,100	\$12,933,850	\$12,891,629	\$42,221	0.3%

Operating Expenditures

Excluding CAPITAL Expense					
Legislative	212,200	155,814	122,069	(33,745)	-27.6%
Executive	636,900	434,948	412,283	(22,665)	-5.5%
Finance	597,200	430,909	430,212	(697)	-0.2%
Legal Counsel	153,400	98,348	91,340	(7,007)	-8%
Comp. Planning	138,300	70,331	88,575	18,244	21%
Other Gov't Services	245,800	287,283	169,124	(118,158)	-70%
Public Safety Operations	5,982,600	4,450,737	4,007,619	(443,119)	-11%
Building Dept.	643,800	511,022	420,570	(90,452)	-22%
Phy. Envir. -- Solid Waste/Recycle	1,472,300	889,964	809,357	(80,607)	-10%
Public Works Operations	1,216,500	883,232	1,028,689	145,457	14%
Inventory	0	0	0	0	
Benefit Termination Payout	142,000	142,627	(7,887)	(150,513)	-1908%
Parks & Rec	440,200	303,109	258,904	(44,205)	-17%
Community Center	536,000	386,132	255,954	(130,178)	-51%
Senior Center	0	0	1	1	100%
Contingency/Transfers	1,159,000	0	788,799	788,799	100%
Long-Term Debt	0	0	0	0	
Non-G.O. Operations Expense	13,576,200	9,044,456	8,875,610	(168,845)	-1.90%
Non-G.O. CAPITAL Expense	745,900	328,304	792,690	\$464,386	
Total Non-G.O. Expense	14,322,100	9,372,759	9,668,300	295,541	
Non-G.O. Revenue Less Expense	\$0	\$3,561,091	\$3,223,329	\$337,762	10%

General Obligation (G.O.) Debt Service

Debt Service Ad-Valorem Revenue	0	0	2,884,648
Debt Service Interest Revenue	0	0	12
UG Utils- Debt Service Expense	0	0	6,734,243
G.O. Revenue Less Expense	\$0	\$0	(\$3,849,584)

G.O. Construction

Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0
Streetscape. - Construction Expense	0	0	0
G.O. Construction Rev. Less Exp.	\$0	\$0	\$0

Utility Fund Detail Budget Report

	June, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$3,447,500	\$2,215,258	\$2,132,295	\$82,963	4%
Interest	15,000	5,926	11,683	(5,757)	-49%
Sale of Fixed Assets / Misc.	0	0	7,178	(7,178)	-100%
Total Operating Revenues	\$3,462,500	\$2,221,184	\$2,151,156	\$70,029	3%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,462,500	\$1,959,161	\$1,924,215	(\$34,947)	-2%
- Less Debt Service Principal [a]		0	0		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,462,500	\$1,959,161	\$1,924,215	(\$34,947)	-2%
Operations Margin	\$0	\$262,023	\$226,941		
% Gain/(Loss)		13%	12%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	16,000	135,100	\$13,651	\$121,449	890%
Impact Fee Interest	100	(2)	4	(6)	-155%
Total IF Revenue	\$16,100	\$135,098	\$13,655	\$121,443	889%
Impact Fee Expense					
Sewer Impact Fee Exp	16,100	77,436	\$0	(\$77,436)	
Total IF Expense	\$16,100	\$77,436	\$0	(\$77,436)	
Impact Fee Margin	\$0	\$57,662	\$13,655	44,007	322%
% Gain/(Loss)		74%			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,478,600	\$2,356,282	\$2,164,811	\$191,472	
TOTAL FUND Expense	\$3,478,600	\$2,036,597	\$1,924,215	(\$112,383)	
FUND Revenue Less Expense	\$0	\$319,685	\$240,596	\$79,089	

[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
June, 2022

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance		0	0
5210 Pub. Safety Admin		0	0
5211 Patrol/Fire/Rescue	Vehicles	287,700	250,252
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Bldg. Maint		0	0
5413 Pub. Works Streets	Vehicles	190,000	27,263
	Road Improvements Misc.	35,300	0
	<i>Gas Tax Financed</i>		
	<i>Appropriated Road Improvements</i>		0
	<i>Crosswalks</i>	172,900	0
5720 Parks		50,000	41,945
5751 Community Center	3339443	10,000	8,844
5752 Senior Center		0	0
GENERAL FUND TOTAL		745,900	328,304
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	10,889
	EQUIPMENT		
		177,000	74,074
	Capital Offset to Depreciation Exp	(2,752,000)	(84,962)
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		745,900	328,304

INVESTMENT REPORT
June, 2022

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Policy Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	64.2%	Yes
Cash & CDs	CASH			None	35.8%	
Money Market Funds	MMF			20%	0.0%	Yes
Fed Instrum. & Agncy	FIA			30%	0.0%	Yes
Collat. Mortg. Obligtns.	CMO			20%	0.0%	Yes
Commercial Paper	CP			10%	0.0%	Yes
FMIT	FMIT			None	0.0%	

Performance @Period Ending: June, 2022

Institution	Account	Maturity Date	Asset	Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$541	1.25%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$541	1.25%	0%
TOTAL SBA						\$1,079		0.0%
U.S. Treasury Note	912828U57	11/30/2023	Investment	USGS	General Fund	\$2,654,164	0.60%	9%
U.S. Treasury Note	912828201	08/31/2023	Investment	USGS	General Fund	\$2,644,224	1.23%	9%
U.S. Treasury Note	91282CER8	5/31/2024	Investment	USGS	General Fund	\$2,660,772	0.44%	9%
U.S. Treasury Bill	912796U31	3/23/2023	Investment	USGS	General Fund	\$3,492,848	2.21%	11%
U.S. Treasury Bill	912796W47	5/18/2023	Investment	USGS	General Fund	\$3,492,300	2.47%	11%
U.S. Treasury Bill	912796U49	9/15/2022	Investment	USGS	General Fund	\$1,993,329	1.67%	6%
U.S. Treasury Bill	912796U31	3/23/2023	Investment	USGS	Sewer Fund	\$1,474,190	2.37%	5%
U.S. Treasury Bill	912796X79	12/15/2022	Investment	USGS	Sewer Fund	\$1,484,292	2.27%	5%
TOTAL US TREASURIES						\$19,896,119		64.2%
Bank of America	004537065882		Cash	CASH	Working Cash	\$2,516,444	0.00%	8%
Bank of America	-397675		Cash	CASH	UG Util Building	\$0	0.00%	0%
Bank of America	3339443		Cash	CASH	Sewer Operating	\$1,795,089	0.00%	6%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$10,583	0.00%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$130,650	0.00%	0%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$100,152	1.82%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$5,222,245	0.15%	17%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$1,336,711	0.15%	4%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$0	0.00%	0%
TOTAL BANKS						\$11,111,875		35.8%
TOTAL CURRENT VALUE @ PERIOD END						\$31,009,075		
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH							1.09%	

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	\$0	\$0	\$0	\$0
General Fund (excl. G.O. Funds)	\$21,022,135	(\$335,694)	\$3,423,684	\$3,737,119
Sewer Fund	\$9,986,940	(\$26,100)	\$1,042,201	\$771,572
TOTAL	\$31,009,075	(\$361,794)	\$4,465,885	\$4,508,691
Percent Change for Current	N/A	-1.2%	16.8%	20.0%

Portfolio Report

June, 2022

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Current Yield	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$541	1.25%	\$541	\$0	\$7
BoA	Cash-Pool Cash Account (5882)	\$686,691	0.00%	\$686,690.83	\$0	\$32
	Contraband Pool Cash in 5882	\$57,601		\$57,600.83	\$0	\$0
	Pool Cash Due to Sewer Fund			(11,142.65)		\$0
	Economic Development			627,826.08		\$0
	ARPA			1,155,469.00		\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$0	0.00%	\$0	\$0	\$0
Seacoast	Cash-Pool Cash Account (0706)	\$1,336,711	0.15%	\$1,336,711	\$0	\$2,005
Seacoast	Cash-Loan Reserve (3566)	\$0	0.00%	\$0	\$0	\$0
Chase	CD (5936)	\$100,152	1.82%	\$100,152	\$0	\$1,823
JP Morgan	US Treasury Securities	\$16,967,216	1.51%	\$16,937,637	-\$29,579	\$257,018
ALL GENERAL FUND			1.10%	\$21,022,135	-\$29,579	\$260,884
			PRIOR MONTH	\$21,357,829		

SEWER OPERATING						
SBA	Investment (032)	\$541	1.25%	\$541	\$0	\$7
BoA	Cash (4319)	\$1,783,947	0.00%	\$1,783,947	\$0	\$83
Seacoast	Cash (4966)	\$5,222,245	0.15%	\$5,222,245	\$0	\$7,724
	Cash-Pool Cash Due From Gen. Fund			\$11,143		\$0
JP Morgan	US Treasury Securities	\$2,956,726	2.32%	\$2,958,482	\$1,756	\$68,550
ALL SEWER OPERATING FUND			0.78%	\$9,976,357	\$1,756	\$76,364
			PRIOR MONTH	\$10,002,457		

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SEWER IMPACT FEES (Restricted)						
BoA	-397675	\$10,583	0.01%	\$10,583	\$0	\$1
	3339443			\$0		\$0
ALL SEWER IMPACT			0.01%	\$10,583	\$0	\$1
			PRIOR MONTH	\$10,583		

ALL FUNDS			1.00%	\$31,009,075	(\$27,822)	\$337,249
			PRIOR MONTH	\$31,370,869		
			MONTHLY CHANGE	(\$361,794)		
			MONTHLY CHANGE %	-1.2%		

Portfolio Report
June, 2022

GENERAL FUND											
Agent	Security Type	Cusip	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Current Yield to Maturity	Market Value	Market Adjustment	Accrued Interest	Income to Maturity
US Treasury Note	US Treasury Note	912828U57	11/30/2023	2,685,000	2.125%	\$2,661,918	0.60%	\$2,654,164	-\$7,754	\$4,677	\$105,179
US Treasury Note	US Treasury Note	9128282D1	8/31/2023	2,694,000	1.375%	\$2,655,380	1.23%	\$2,644,224	-\$11,156	\$12,280	\$82,557
US Treasury Note	US Treasury Note	91282CER8	5/31/2024	2,685,000	2.500%	\$2,662,213	0.44%	\$2,660,772	-\$1,441	\$5,502	\$153,494
US Treasury Bill	US Treasury Bill	912796U31	3/23/2023	3,554,000		\$3,496,983	2.21%	\$3,492,848	-\$4,136		\$57,017
US Treasury Bill	US Treasury Bill	912796W47	5/18/2023	3,575,000		\$3,497,841	2.47%	\$3,492,300	-\$5,541		\$77,159
US Treasury Bill	US Treasury Bill	912796U49	9/15/2022	2,000,000		\$1,992,881	1.67%	\$1,993,329	\$448		\$7,119
ALL GENERAL FUND				17,193,000		\$16,967,216		\$16,937,637	-\$29,579	\$22,459	\$482,525
PRIOR MONTH											2.84%
SEWER OPERATING											
US Treasury Bill	US Treasury Bill	912796U31	3/23/2023	1,500,000		\$1,472,305	2.37%	\$1,474,190	\$1,885		\$27,695
US Treasury Bill	US Treasury Bill	912796X79	12/15/2022	1,500,000		\$1,484,420	2.27%	\$1,484,292	-\$129		\$15,580
ALL SEWER OPERATING FUND				3,000,000		\$2,956,726		\$2,958,482	\$1,756		\$43,274
PRIOR MONTH											1.46%
ALL FUNDS				20,193,000		\$19,923,942		\$19,896,119	(\$27,822)		
PRIOR MONTH								\$0			
MONTHLY CHANGE								\$19,896,119			
MONTHLY CHANGE %								#DIV/0!			

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending July, 2022

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$13,419,752	\$10,167,854	\$3,251,898	24%
General Obligation Debt Service	\$6,328	\$0	\$6,328	
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$13,426,080	\$10,167,854	\$3,258,227	24%
Sewer Fund Operations	\$2,614,673	\$2,183,469	\$431,204	16%
Sewer Fund Restricted Impact Fee	\$138,073	\$81,260	\$56,813	41%
Sewer Fund Sub-Total	\$2,752,746	\$2,264,729	\$488,017	18%
TOTAL ALL FUNDS FISCAL YTD	\$16,178,826	\$12,432,583	\$3,746,243	23%

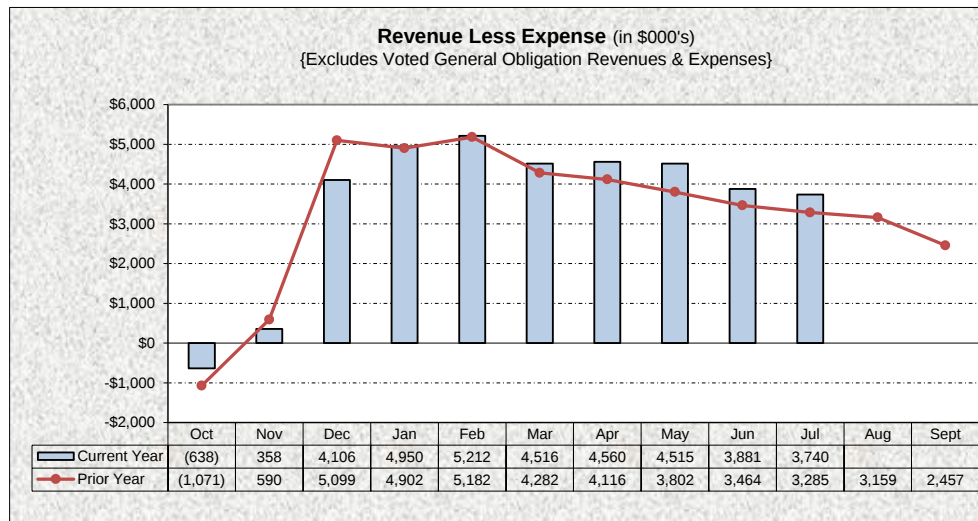
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$20,474,755	\$16,941,299	\$3,533,456	21%
Sewer Fund	\$9,924,716	\$8,953,891	\$970,825	11%
Sub-Total Operating Funds	\$30,399,472	\$25,895,190	\$4,504,282	17%
Gen. Obligation [GO] Construction & Debt	\$0	\$0	\$0	0%
TOTAL ALL FUNDS	\$30,399,472	\$25,895,190	\$4,504,282	17%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$3,189,738	\$709,348	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$246,843	(\$20,508)	
PROJECTED FYE NORMALIZED CASH FLOW	\$3,436,581	\$688,840	\$4,125,422

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

NON-G.O. FUNDS	July, 2022		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	\$14,322	\$13,420	\$13,396	\$24	0%
Utility Fund	\$3,479	\$2,753	\$2,520	\$233	9%
Total Revenues & Appropriations	\$17,801	\$16,172	\$15,916	\$256	2%
Expenses ('000s)					
General Fund Less Capital	\$13,576	\$9,840	\$9,627	(\$213)	-2%
General Fund Capital	\$746	\$328	\$768	\$440	57%
Utility Fund	\$3,479	\$2,265	\$2,237	(\$28)	-1%
Total Expenses & Appropriations	\$17,801	\$12,433	\$12,631	\$199	2%
Revenue Less Expense ('000s)					
General Fund	\$0	\$3,252	\$3,002	\$250	
Utility Fund	\$0	\$488	\$284	\$204	
Revenue Less Expense	\$0	\$3,740	\$3,285	\$455	

VOTED GENERAL OBLIGATION	June, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$0	\$6	\$2,885	(\$2,878)	-100%
General Obligation Expense	\$0	\$0	\$6,734	\$6,734	100%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$6	(\$3,850)	\$3,856	



Prior Year (No G.O.)	Current Year	Prior Yr
Oct	(638)	(1,071)
Nov	358	590
Dec	4,106	5,099
Jan	4,950	4,902
Feb	5,212	5,182
Mar	4,516	4,282
Apr	4,560	4,116
May	4,515	3,802
Jun	3,881	3,464
Jul	3,740	3,285
Aug		3,159
Sept		2,457

General Fund Detail Budget Report

	July, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	8,412,300	8,395,579	8,391,548	4,030	0.0%
Business Taxes	101,900	100,494	99,742	752	0.8%
Utility Taxes	1,014,500	770,998	764,865	6,133	0.8%
Permits & Franchise Fees	893,200	681,781	708,947	(27,166)	-3.8%
Intergovernmental	721,500	607,929	618,859	(10,931)	-1.8%
Donations	0	0	0	0	
Charges for Services	1,631,700	1,575,917	1,417,850	158,067	11%
Fines & Forfeitures	94,800	111,019	85,252	25,767	30%
Non-G.O. Interest	23,000	10,856	22,549	(11,693)	-52%
Unrealized Investment G/(L)	0	0	(289,000)	289,000	100%
Miscellaneous & Fixed Asset Sales	35,500	452,262	904,484	(452,222)	-50%
Internal Services	855,500	712,917	670,833	42,083	6%
Non G.O. Transfer In-Fund Balance	538,200	0	0	0	
Non-G.O. Gen. Fund Revenue	\$14,322,100	\$13,419,752	\$13,395,930	\$23,822	0.18%

Operating Expenditures

Excluding CAPITAL Expense					
Legislative	212,200	171,417	135,092	(36,325)	-26.9%
Executive	636,900	476,813	461,138	(15,675)	-3.4%
Finance	597,200	460,988	471,638	10,650	2.3%
Legal Counsel	153,400	107,098	91,340	(15,757)	-17%
Comp. Planning	138,300	71,553	97,711	26,158	27%
Other Gov't Services	245,800	301,284	172,190	(129,094)	-75%
Public Safety Operations	5,982,600	4,892,116	4,370,945	(521,171)	-12%
Building Dept.	643,800	562,796	465,266	(97,530)	-21%
Phy. Envir. -- Solid Waste/Recycle	1,472,300	891,314	902,844	11,530	1%
Public Works Operations	1,216,500	993,584	1,107,739	114,155	10%
Inventory	0	0	0	0	
Benefit Termination Payout	142,000	147,237	(7,887)	(155,124)	-1967%
Parks & Rec	440,200	334,709	281,834	(52,875)	-19%
Community Center	536,000	428,641	287,886	(140,755)	-49%
Senior Center	0	0	1	1	100%
Contingency/Transfers	1,159,000	0	788,799	788,799	100%
Long-Term Debt	0	0	0	0	
Non-G.O. Operations Expense	13,576,200	9,839,550	9,626,536	(213,014)	-2.21%
Non-G.O. CAPITAL Expense	745,900	328,304	767,875	\$439,572	
Total Non-G.O. Expense	14,322,100	10,167,854	10,394,411	226,557	8%
Non-G.O. Revenue Less Expense	\$0	\$3,251,898	\$3,001,519	\$250,379	8%

General Obligation (G.O.) Debt Service

Debt Service Ad-Valorem Revenue	0	6,328	2,884,648
Debt Service Interest Revenue	0	0	12
UG Utils- Debt Service Expense	0	0	6,734,243
G.O. Revenue Less Expense	\$0	\$6,328	(\$3,849,584)

G.O. Construction

Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0
Streetscape. - Construction Expense	0	0	0
G.O. Construction Rev. Less Exp.	\$0	\$0	\$0

Utility Fund Detail Budget Report

	July, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$3,447,500	\$2,608,352	\$2,492,971	\$115,381	5%
Interest	15,000	6,322	12,429	(6,107)	-49%
Sale of Fixed Assets / Misc.	0	0	7,178	(7,178)	-100%
Total Operating Revenues	\$3,462,500	\$2,614,673	\$2,512,577	\$102,096	4%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,462,500	\$2,183,469	\$2,236,692	\$53,223	2%
- Less Debt Service Principal [a]		0	0		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,462,500	\$2,183,469	\$2,236,692	\$53,223	2%
Operations Margin	\$0	\$431,204	\$275,885		
% Gain/(Loss)		20%	12%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	16,000	138,075	\$7,659	\$130,416	1703%
Impact Fee Interest	100	(2)	4	(7)	-148%
Total IF Revenue	\$16,100	\$138,073	\$7,663	\$130,409	1702%
Impact Fee Expense					
Sewer Impact Fee Exp	16,100	81,260	\$0	(\$81,260)	
Total IF Expense	\$16,100	\$81,260	\$0	(\$81,260)	
Impact Fee Margin	\$0	\$56,813	\$7,663	49,149	641%
% Gain/(Loss)		70%			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,478,600	\$2,752,746	\$2,520,241	\$232,506	
TOTAL FUND Expense	\$3,478,600	\$2,264,729	\$2,236,692	(\$28,037)	
FUND Revenue Less Expense	\$0	\$488,017	\$283,549	\$204,468	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
July, 2022

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance		0	0
5210 Pub. Safety Admin		0	0
5211 Patrol/Fire/Rescue	Vehicles	287,700	250,252
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Bldg. Maint		0	0
5413 Pub. Works Streets	Vehicles	190,000	27,263
	Road Improvements Misc.	35,300	0
	<i>Gas Tax Financed</i>		
	<i>Appropriated Road Improvements</i>		0
	<i>Crosswalks</i>	172,900	0
5720 Parks		50,000	41,945
5751 Community Center		10,000	8,844
5752 Senior Center		0	0
GENERAL FUND TOTAL		745,900	328,304
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	10,889
	EQUIPMENT		
		177,000	74,544
	Capital Offset to Depreciation Exp	(2,752,000)	(85,433)
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		745,900	328,304

INVESTMENT REPORT
July, 2022

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Policy Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	81.9%	Yes
Cash & CDs	CASH			None	18.1%	
Money Market Funds	MMF			20%	0.0%	Yes
Fed Instrum. & Agncy	FIA			30%	0.0%	Yes
Collat. Mortg. Obligtns.	CMO			20%	0.0%	Yes
Commercial Paper	CP			10%	0.0%	Yes
FMIT	FMIT			None	0.0%	

Performance @Period Ending: July, 2022

Institution	Account	Maturity Date	Asset	Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$541	1.82%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$541	1.82%	0%
TOTAL SBA						\$1,079		0.0%
U.S. Treasury Note	912828U57	11/30/2023	Investment	USGS	General Fund	\$2,656,367	0.64%	9%
U.S. Treasury Note	912828201	08/31/2023	Investment	USGS	General Fund	\$2,648,644	1.32%	9%
U.S. Treasury Note	91282CER8	5/31/2024	Investment	USGS	General Fund	\$2,664,443	0.46%	9%
U.S. Treasury Bill	912796U31	3/23/2023	Investment	USGS	General Fund	\$3,492,609	2.50%	11%
U.S. Treasury Bill	912796W47	5/18/2023	Investment	USGS	General Fund	\$3,493,896	2.73%	11%
U.S. Treasury Bill	912796U49	9/15/2022	Investment	USGS	General Fund	\$1,994,728	2.80%	7%
U.S. Treasury Bill	912796U31	3/23/2023	Investment	USGS	Sewer Fund	\$1,474,089	2.69%	5%
U.S. Treasury Bill	912796X79	12/15/2022	Investment	USGS	Sewer Fund	\$1,485,309	2.60%	5%
						\$4,993,891	2.93%	16%
TOTAL US TREASURIES						\$24,903,977		81.9%
Bank of America	004537065882		Cash	CASH	Working Cash	\$3,052,371	0.00%	10%
Bank of America	-397675		Cash	CASH	UG Util Building	\$0	0.00%	0%
Bank of America	3339443		Cash	CASH	Sewer Operating	\$1,937,704	0.00%	6%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$10,583	0.00%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$334,227	0.00%	1%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$100,152	1.82%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$22,597	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$36,777	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$0	0.00%	0%
TOTAL BANKS						\$5,494,412		18.1%
TOTAL CURRENT VALUE @ PERIOD END						\$30,399,472		
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH							1.74%	

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	\$0	\$0	\$0	\$0
General Fund (excl. G.O. Funds)	\$20,474,755	(\$573,841)	\$3,533,456	\$3,189,738
Sewer Fund	\$9,924,716	(\$60,468)	\$970,825	\$709,348
TOTAL	\$30,399,472	(\$634,308)	\$4,504,282	\$3,899,087
Percent Change for Current	N/A	-2.0%	17.4%	17.7%

Portfolio Report
July, 2022

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Current Yield	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$542	1.25%	\$542	\$0	\$7
BoA	Cash-Pool Cash Account (5882)	\$1,367,542	0.00%	\$1,367,541.68	\$0	\$64
	Contraband Pool Cash in 5882	\$57,601		\$57,600.83	\$0	\$0
	Pool Cash Due to Sewer Fund			(153,749.92)		\$0
	Economic Development			625,509.83		\$0
	ARPA			1,155,469.00		\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$0	0.00%	\$0	\$0	\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,777	0.15%	\$36,777	\$0	\$55
Seacoast	Cash-Loan Reserve (3566)	\$0	0.00%	\$0	\$0	\$0
Chase	CD (5936)	\$100,152	1.82%	\$100,152	\$0	\$1,823
JP Morgan	US Treasury Securities	\$16,967,216	1.79%	\$16,950,687	-\$16,529	\$302,928
ALL GENERAL FUND			1.41%	\$20,474,755	-\$16,529	\$304,877
			PRIOR MONTH	\$21,022,135		

SEWER OPERATING						
SBA	Investment (032)	\$541	1.25%	\$541	\$0	\$7
BoA	Cash (4319)	\$1,783,954	0.00%	\$1,783,954	\$0	\$83
Seacoast	Cash (4966)	\$22,597	0.15%	\$22,597	\$0	\$33
	Cash-Pool Cash Due From Gen. Fund			\$153,750		\$0
JP Morgan	US Treasury Securities	\$7,954,131	2.83%	\$7,953,290	-\$841	\$224,723
ALL SEWER OPERATING FUND			2.29%	\$9,914,133	-\$841	\$224,847
			PRIOR MONTH	\$9,976,357		

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SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$10,583	0.00%	\$10,583	\$0	\$0
	Cash-Pool Cash Due From Gen. Fund			\$0		\$0
ALL SEWER IMPACT			0.00%	\$10,583	\$0	\$0
			PRIOR MONTH	\$10,583		

ALL FUNDS			1.69%	\$30,399,472	(\$17,370)	\$529,724
			PRIOR MONTH	\$31,009,075		
			MONTHLY CHANGE	(\$609,604)		
			MONTHLY CHANGE %	-2.0%		

Portfolio Report
July, 2022

GENERAL FUND											
Agent	Security Type	Cusip	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Current Yield to Maturity	Market Value	Market Adjustment	Accrued Interest	Income to Maturity
US Treasury Note	US Treasury Note	912828U57	11/30/2023	2,685,000	2.125%	\$2,661,918	0.64%	\$2,656,367	-\$5,551	\$9,198	\$100,266
US Treasury Note	US Treasury Note	9128282D1	8/31/2023	2,694,000	1.375%	\$2,655,380	1.32%	\$2,648,644	-\$6,736	\$15,200	\$79,367
US Treasury Note	US Treasury Note	91282CER8	5/31/2024	2,685,000	2.500%	\$2,662,213	0.46%	\$2,664,443	\$2,230	\$10,821	\$147,714
US Treasury Bill	US Treasury Bill	912796U31	3/23/2023	3,554,000		\$3,496,983	2.50%	\$3,492,609	-\$4,374		\$57,017
US Treasury Bill	US Treasury Bill	912796W47	5/18/2023	3,575,000		\$3,497,841	2.73%	\$3,493,896	-\$3,945		\$77,159
US Treasury Bill	US Treasury Bill	912796U49	9/15/2022	2,000,000		\$1,992,881	2.80%	\$1,994,728	\$1,847		\$7,119
ALL GENERAL FUND				17,193,000		\$16,967,216		\$16,950,687	-\$16,529	\$35,218	\$468,642
PRIOR MONTH								\$16,937,637			2.76%
SEWER OPERATING											
US Treasury Bill	US Treasury Bill	912796U31	3/23/2023	1,500,000		\$1,472,305	2.69%	\$1,474,089	\$1,784		\$27,695
US Treasury Bill	US Treasury Bill	912796X79	12/15/2022	1,500,000		\$1,484,420	2.60%	\$1,485,309	\$889		\$15,580
US Treasury Bill	US Treasury Bill	912796XQ7	45120	5,135,000		\$4,997,405	2.93%	\$4,993,891	-\$3,514		\$137,595
ALL SEWER OPERATING FUND				8,135,000		\$7,954,131		\$7,953,290	-\$841		\$180,869
PRIOR MONTH								\$2,958,482			2.27%
ALL FUNDS				25,328,000		\$24,921,347		\$24,903,977	(\$17,370)		
PRIOR MONTH								\$19,896,119			
MONTHLY CHANGE								\$5,007,858			
MONTHLY CHANGE %								25.2%			



**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 22, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resilient Florida Vulnerability Assessment Grant

SYNOPSIS:

Resilient Florida has fully funded vulnerability assessment (planning) grants available to municipalities to assess the vulnerability of all critical assets to the impacts of flooding and sea level rise.

FISCAL IMPACT STATEMENT:

Dependent upon council action.

BACKGROUND:

Florida Statute 380.093, Statewide Flooding and Sea Level Rise Resilience Plan, was enacted by the Legislature of the State of Florida in 2021 to assess the vulnerability of the State of Florida to adverse impacts from flooding resulting from increased rainfall and flooding and sea level rise effects of coastal and inland communities. The grant has a deadline of September 1, 2022. Staff and State DEP both believe there is enough time to complete the necessary application requirements to apply for the grant.

RECOMMENDATION:

Staff recommends approval to apply for the Resilience Florida Vulnerability Assessment Grant . .

SUGGESTED MOTION:

To give staff approval to apply for the Resilience Florida Vulnerability Assessment Grant.



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

“LIFE IS BETTER HERE.”

**CITY COUNCIL AGENDA MEMORANDUM
AUGUST 24, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Kurt Swartzlander, City Manager
Cheri Schwab, City Clerk
FROM: John Cary, City Attorney
DATE: August 17, 2022
SUBJECT: ***City Attorney Report***

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of July 26, 2022. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Planning Issue*

Reviewed the Code to provide legal advice regarding the granting of an administrative variance.

(2) *Sign Code Ordinance*

Reviewed a proposed ordinance to the sign code for content and legality.

(3) *Building Official Deposition*

Prepared the Building Official for a deposition for a construction litigation case where he will be testifying.

(4) *Building Official Arbitration Hearing*

Attended an arbitration hearing in which the Building Official testified.

(5) *Charter Amendments*

Worked with City Staff on issues relating to getting information out to the public regarding the proposed charter amendments.

(7) *Construction Disputes Litigation*

Held telephone conferences and sent and received emails with attorneys involving construction disputes involving Daytona Beach Shores high rise buildings.

(8) *Lot Size Issue*

Researched the Land Development Code to provide legal advice about minimum lot size to planning staff regarding a potential application.

(9) *Condominium Law*

Researched the law relating to the recent condominium bill and how it will impact the city.

Respectfully, submitted,

/s/ John Cary, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

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

MEMORANDUM

DATE: August 17, 2022

TO: City Council: Mayor Nancy Miller, Vice Mayor Mel Lindauer, Council Member Richard Bryan, Council Member Chris Conomos, and Council Member Michael Politis

FROM: Kurt D. Swartzlander, City Manager

SUBJECT: City Manager's Report – August 24, 2022

Port Orange Redundant Sewer Pipe Project

The project is at the 90% design phase. However, permitting with the Army Corps of Engineers and FDEP are expected to take some time, but construction is expected in the 8–12 month timeframe.

Chase Bank Property

Chase, on August 16th, provided the following as an update on the purchase of this property

The formal deal approval package was submitted through to finance today. It typically takes it 7-10 days to get it back, at which point it will be submitted for final approval. The approval typically takes 3-5 business days. Once approved, JPMC will execute the PSA. Best guesstimate is the first full week of September.

Halifax Hospital

Staff was approached by Halifax Hospital to partner with them to implement an education program for crosswalk safety in our community.

Non-Conforming Signs

Staff will be mailing a second notification letter to any property with a non-conforming sign that has not started the process of compliance. The first letter mailed out was the friendly reminder letter, this letter will be the strict letter discussing the potential for code enforcement violations for remaining non-compliant.



CITY COUNCIL AGENDA MEMORANDUM AUGUST 24, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Ordinance 2022-14: Amendment Of Monument Sign Regulations Regarding Nonconforming Freestanding Signs On Multifamily Residential Properties

SYNOPSIS:

Ordinance 2022-14, if adopted, would exempt nonconforming freestanding signs on multifamily residential properties from having to meet the prescribed nonconforming sign removal deadline of April 11, 2023. However, all new or reconstructed freestanding signs on multifamily residential properties are still required to be consistent with the existing monument sign regulations. There are currently a total of 17 nonconforming freestanding signs on multifamily residential properties that would be impacted positively by the adoption of this ordinance.

FISCAL IMPACT STATEMENT:

BACKGROUND:

In 2006 the citizens of Daytona Beach Shores voted to implement a \$30 million citywide underground utility and streetscape project. The goal of this project was to improve hurricane resiliency and beautify the city's streetscape for the betterment of city residents, businesses, and visitors. The project was completed in 2011. Shortly thereafter, to complement and enhance the project's goals and benefits, the Daytona Beach Shores City Council approved Ordinance 2012-02, which established monument sign standards. The also monument sign standards sought to reduce the negative safety impacts of visual clutter associated with tall and congested aerial signage. Finally, the law created a deadline of April 9, 2022 for property owners to remove or replace existing nonconforming pole signs with shorter freestanding monument signs. This deadline was recently extended by the City Council to April 11, 2023.

As is normal after the implementation of an ordinance, staff recently reviewed the sign regulations and their impact on the streetscape and built environment to determine if goals and objectives and original intent of the ordinance have been met. In doing so, staff determined the following:

1. Existing nonconforming multifamily residential freestanding signs make up twenty-seven percent of nonconforming freestanding signage.
2. Existing nonconforming multifamily residential freestanding signs fit into their surrounding built and natural environment and do not conflict with the city's streetscape.
3. Existing nonconforming multifamily residential freestanding signs do not pose a threat to the health, safety and welfare of the community.
4. Existing owners of nonconforming multifamily residential freestanding signs have not been beneficiaries of the Daytona Beach Shores Nonconforming Sign Removal Incentive Grant Program.

Consequently, staff is proposing the subject ordinance for City Council consideration.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

PLANNING & ZONING BOARD

On August 8, 2022, the Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of the ordinance as presented.

COMMUNITY SERVICES

Staff recommends approval of the subject ordinance as presented.

SUGGESTED MOTION:

A City Council Member may motion as follow:

1. "I move to approve Ordinance 2022-14 as presented."
- OR
2. "I move to approve Ordinance 2022-14 with the following amendment(s)..."
- OR
3. "I move to deny Ordinance 2022-14 on the basis of..."

- ATTACHMENT:**
1. Ord 2022-14-Monument Sign RMF Exemption-7-15-22
 2. NC Multifamily Residential Signs Exhibit

ORDINANCE 2022-14

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO FREESTANDING SIGNS; AMENDING THE *MUNICIPAL CODE OF ORDINANCES, LAND DEVELOPMENT CODE*; AMENDING APPENDIX “G”, AMENDING CHAPTER 6 ENTITLED “SIGNS AND ADVERTISING,” BY EXEMPTING NONCONFORMING FREESTANDING SIGNS ON MULTIFAMILY RESIDENTIAL PROPERTIES FROM THE PRESCRIBED SIGN REMOVAL REQUIREMENT AND AMORTIZATION PERIOD; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, existing nonconforming multifamily residential freestanding signs make up twenty-seven percent of nonconforming freestanding signage in the City of Daytona Beach Shores; and

WHEREAS, existing nonconforming multifamily residential freestanding signs fit into their surrounding built and natural environment within the City of Daytona Beach Shores; and

WHEREAS, existing nonconforming multifamily residential freestanding signs do not pose a threat to the health safety and welfare of the citizens of Daytona Beach Shores; and

WHEREAS, existing owners of nonconforming multifamily residential freestanding signs have not been beneficiaries of the Daytona Beach Shores Nonconforming Sign Removal Incentive Grant Program; and

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

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

WHEREAS, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Council of the City of 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: Section 6-7, *Land Development Code*, Chapter 6, Appendix “G”, *Code of Ordinances of the City of Daytona Beach Shores*, entitled “Removal of abandoned, deteriorated, and other nonconforming signs,” is amended to read as follows:

CHAPTER 6. - SIGNS AND ADVERTISING

Sec. 6-7. - Removal of abandoned, deteriorated, and other nonconforming signs.

5. Amortization Period for Nonconforming Ground and Pole Signs: All nonconforming ground, pole, or low profile signs shall be removed, modified, or altered to comply with this ordinance no later than one (1) year from the effective date of this ordinance. Notwithstanding the foregoing, the following signs lawfully located on the effective date of the ordinance from which this chapter derives at the following parcels shall not be subject to removal and amortization; provided, however, that the signs shall not be enlarged or altered in any way to increase their nonconformity: the Aku Tiki, the Sun Viking Lodge, multifamily residential properties and the Oceans PUD signs. Notwithstanding the aforementioned exempt signs, all new signage within the City shall comply with the sign standards established in this code.

Sec. 6-7.1. - Repairs, maintenance, and improvements of nonconforming signs.

Nonconforming Signs. Except for the exempt signs outlined in Sec. 6-7.1.5 of this code, repairs, ~~Repairs~~ and improvements of nonconforming signs are prohibited. Provided

however, ordinary maintenance and sign copy changes are allowed so long as the sign's nonconformity is not increased.

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 the regulation of the matters and uses which are the subject of this Ordinance 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

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

Adopted on second reading this _____ day of _____, 2022.

Nonconforming Multifamily Residential Freestanding Signs

Date: 7-15-22

ID	Business Name	Address	LDC Inconsistency
1	Ocean Vistas Condominium	1925 S. Atlantic Avenue	Dimension
2	Towers Grande Condominium	2055 S. Atlantic Avenue	Sign Type
3	Caribbean Condominium	2425 S. Atlantic Avenue	Dimension
4	Peninsula Condominium	2545 S. Atlantic Avenue	Sign Type
5	Sherwin Condominium	2555 S. Atlantic Avenue	Sign Type
6	Oceans Six Condominium	2967 S. Atlantic Avenue	Sign Type
7	DiMucci Twin Towers Condominium	3311/3313 S. Atlantic Ave.	Sign Type
8	Surfside Club Condominium	3601 S. Atlantic Avenue	Sign Type
9	Curran Shores South Condominium	3641 S. Atlantic Avenue	Sign Type
10	Royal Atlantic Condominium	3743 S. Atlantic Avenue	Sign Type
11	Colony Villas Condominium	3750 S. Atlantic Avenue	Sign Type
12	The Ashley Condominium	3757 S. Atlantic Avenue	Dimension
13	Sanibel Condominium	3799 S. Atlantic Avenue	Dimension
14	Captiva Condominium	3807 S. Atlantic Avenue	Dimension
15	Sea Fern Condominium	3807 S. Atlantic Avenue	Sign Type
16	Palmas de Mallorca Condominium	3811 S. Atlantic Avenue	Dimension
17	Kingston Condominium	3851 S. Atlantic Avenue	Dimension

Examples of Nonconforming Multifamily Residential Freestanding Sign
Date: 7-15-22

DIMENSIONAL INCONSISTENCY

Ocean Vistas Condo: 1925 S. Atlantic Ave.



SIGN TYPE INCONSISTENCY

Towers Grande: 2055 S. Atlantic Ave.



Peninsula Condo: 2545 S. Atlantic



Royal Atlantic Condo: 3743 S. Atlantic Ave.



Kingston Tower: 3851 S. Atlantic





CITY COUNCIL AGENDA MEMORANDUM AUGUST 24, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Regular Site Plan Application RSP 12022005 - Surf Style at Daytona Beach Shores, 2226 S. Atlantic Avenue

SYNOPSIS:

On March 2, 2022, owner/applicant, 2226 S. Atlantic Ave, LLC, submitted Regular Site Plan application RSP12022005 (**Exhibit A**), which, if approved, would permit the development of an 18,200 square feet retail commercial establishment operating as *Surf Style at Daytona Beach Shores*. The site location is 2226 S. Atlantic Avenue, which is currently a vacant property.

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. Background

Surf Style at Daytona Beach Shores has its corporate office located in South Florida, and stores in the Tampa Bay, the Florida panhandle, Alabama and Mississippi regions. Surf Style brands itself as a beachwear and souvenir shopping destination, selling apparel, swimwear, accessories, footwear, jewelry and souvenirs to beachgoers. If approved and built, this will be the third Surf Style location in the Daytona area.

B. Staff Review

The proposed establishment would be located at 2226 S. Atlantic Avenue, which is in the GC-RD General Commercial-Redevelopment District on a 1.8 acre parcel. As seen in **Exhibit B** and **Exhibit C**, the proposed site plan meets all the city's Land Development Code zoning and landscaping requirements, respectively. The proposed development also meets all the city's public facilities concurrency requirements, including traffic, water, sewer and stormwater. Finally, the development is consistent with the Daytona Beach Shore Comprehensive Plan.

C. Public Notice

The City's Due Public Notice requirements for this public hearing have been satisfied and evidence of such has been submitted to the City Clerk.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Planning and Zoning Board

On June 6, 2022, the Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of RSP12022005 as presented.

City Staff

The City Engineer, Fire Division and Community Services Department have all reviewed and approved the proposed site plan. Therefore, Planning staff recommends approval of RSP12022005 as presented.

SUGGESTED MOTION:

A City Council Member may motion as follows:

1. "I move to approve RSP12022005 as presented."

- ATTACHMENT:**
1. Exhibit A-Surf Style RSP
 2. Exhibit B-SITE DEVELOPMENT REVIEW-Surf Style Surf
 3. Exhibit C-LANDSCAPE AND IRRIGATION REVIEW-Surf Style



City of Daytona Beach Shores

Building & Codes Division
Department of Community Services

Telephone: (386) 763-5377

Fax (386) 763-5370

SPR#:	_____
FEE	_____
Amt:	_____
Reviewed By:	_____
Date:	_____

SITE PLAN REVIEW APPLICATION

RECEIVED

MAR 02 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Project Name: Surf Style at Daytona Beach Shores

Project Location (Address): 2226 South Atlantic Ave., Daytona Beach Shores, FL

760125

Parcel #/ #'s: 532201000020, 532201000021

Property Owner's Name: 2226 S. Atlantic Ave. LLC.

(If Applicant is not owner, attach authorization affidavit)

Applicant/Developer Name: Gilad Ovakin

Mailing Address: 4100 N. 28th Terrace, Hollywood, FL 33020

Phone: (954) 924-9779

Fax: _____

Project Coordinator: Haluk "Luke" Kilic, P.E. - Zev Cohen & Associates, Inc.

Mailing Address: 300 Interchange Blvd., Ormond Beach, FL 32174

Phone: (386) 677-2482

Fax: (386) 677-2505

APPLICATION TYPE:

- ☐ Conceptual Plan Review
- ☐ Administrative Site Plan Review (Projects must be 5000 sq. ft. GFA or Less)
- ☒ Regular Site Plan Review (Projects must be greater than 5000 sq. ft. GFA)
- ☐ Follow up review of previously submitted site plan/ and or amendments to site plan
- ☐ Site Plan Extension

Proposed Use: Retail Sales

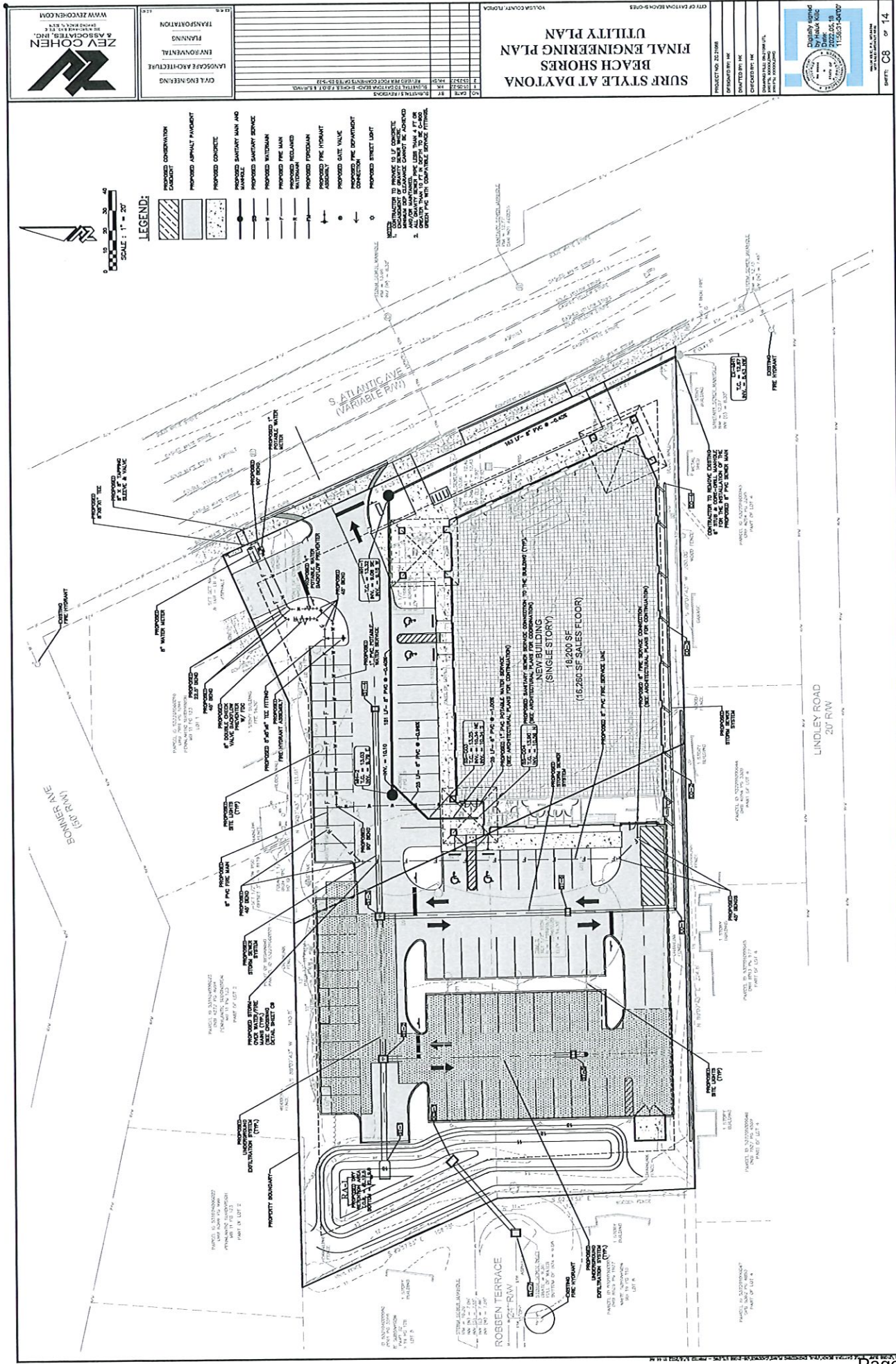
Property Size (Acres & Square Footage): 1.80 AC / 78408 sf

Proposed GFA (Gross Floor Area) of project: 18,200 sf

Submitted By: 

Date: 2/11/2022

No applications, drawings, etc. will be accepted until all application fees are paid.



ANTICORROSIVO





SITE DEVELOPMENT PLAN REVIEW

Review Date: 05/30/22, 08/15/22

City Council Hearing Date: August 24, 2022

Name Of Project Surf Style Surf Shop
 Address & Parcel # 2226 South Atlantic Avenue, Daytona Beach Shores, FL
 PID: 5322-01-00-0020 & 5322-01-00-0021
 Owner: 2226 S ATLANTIC AVE LLC
 Applicant: 2226 S ATLANTIC AVE LLC
 Project Coordinator: Zev Cohen and Associates, Inc. – Haluk “Luke” Kilic, PE

	Status	Date
Statement of Ownership & Control	<u>OK</u>	<u>05/30/2022</u>
Proposed Address: <u>2226 S. Atlantic Avenue</u>	<u>OK</u>	<u>05/30/2022</u>
Zoning Classification: <u>GC-1/GC-RD</u>	<u>OK</u>	<u>05/30/2022</u>
FLU Classification: <u>Tourist Oriented Commercial</u>	<u>OK</u>	<u>05/30/2022</u>
Use – Existing: <u>Vacant</u>	<u>OK</u>	<u>05/30/2022</u>
Proposed: <u>Retail Commercial</u>	<u>OK</u>	<u>05/30/2022</u>
Subject to Development Agreement & Waivers (DA)	<u>NA</u>	<u>05/30/2022</u>
Subject to Variances/Special Exceptions	<u>NA</u>	<u>05/30/2022</u>
Lot Size and Area – <u>Irregular / 1.8 acres</u>	<u>OK</u>	<u>05/30/2022</u>
Min. Width <u>75 feet</u> , Shown <u>250 feet</u>	<u>OK</u>	<u>05/30/2022</u>
Min. Sq. Ft. <u>7,500</u> , Shown <u>78,408</u>	<u>OK</u>	<u>05/30/2022</u>
Density – Based on Usable Land		
Units Per Acre Allowed <u>NA</u> , Shown <u>NA</u>	<u>NA</u>	<u>05/30/2022</u>
Max # Units <u>NA</u> , # Units Shown <u>NA</u>	<u>NA</u>	<u>05/30/2022</u>
Building Setbacks – Direction		
Front: <u>SR A1A</u> Required <u>20 ft.</u> , Shown <u>20 ft.</u>	<u>OK</u>	<u>05/30/2022</u>
Side: <u>North</u> Required <u>10 ft.</u> , Shown <u>78 ft.</u>	<u>OK</u>	<u>05/30/2022</u>
Side: <u>South</u> Required <u>10 ft.</u> , Shown <u>11 ft.</u>	<u>OK</u>	<u>05/30/2022</u>
Rear: <u>West</u> Required <u>20 ft.</u> , Shown <u>182 ft.</u>	<u>OK</u>	<u>05/30/2022</u>
Underground Garage Setbacks – Direction		
Front: <u>East</u> Required <u>ft.</u> , Shown <u>ft.</u>	<u>NA</u>	<u>05/30/2022</u>
Side: <u>North</u> Required <u>ft.</u> , Shown <u>ft.</u>	<u>NA</u>	<u>05/30/2022</u>
Front: <u>West</u> Required <u>ft.</u> , Shown <u>ft.</u>	<u>NA</u>	<u>05/30/2022</u>
Side: <u>South</u> Required <u>ft.</u> , Shown <u>ft.</u>	<u>NA</u>	<u>05/30/2022</u>
Lot Coverage – Max <u>35%</u> , Shown <u>23.3%</u>	<u>OK</u>	<u>05/30/2022</u>
Landscape/Green Area – Min <u>NA%</u> , Shown <u>29.4%</u>	<u>OK</u>	<u>05/30/2022</u>
Open Space (PUDs only) – Min <u>__%</u> , Shown <u>__%</u>	<u>NA</u>	<u>05/30/2022</u>
Common Open Space (PUDs only)	<u>NA</u>	<u>05/30/2022</u>
Retail/Commercial (MXDs only) – Max <u>%</u> , Shown <u>%</u>	<u>NA</u>	<u>05/30/2022</u>

Building Height (Building El. ____ - Road El. ____')	OK	05/30/2022
Max <u>45</u> ft., Shown <u>45</u> ft.	NA	05/30/2022
Building Width – Max <u>ft.</u> , Shown <u>ft.</u>	NA	05/30/2022
Building Separation	NA	05/30/2022
Breezeway – Min <u>%</u> , Shown <u>%</u>	NA	05/30/2022
Landscaping Plan	OK	05/30/2022
Irrigation Plan	OK	05/30/2022
Sidewalks Provided	NA	05/30/2022
Public Beach Access Provided	NA	05/30/2022
Balcony Overhangs	NA	05/30/2022
Parking Spaces – Required <u>73</u> , Shown <u>74</u> (outdoor)	OK	05/30/2022
Parking Stalls – meet minimum dimensions?	OK	05/30/2022
Handicap Parking / Site Accessibility Access	OK	05/30/2022
Curb Cuts – Allowed <u>3</u> , Shown <u>2</u>	OK	05/30/2022
Visual Obstructions (corner lots only)	NA	05/30/2022
Profile of Garage Ramp with Degree of Slope Shown	NA	05/30/2022
Off Street Loading Spaces – Required <u>1</u> , Shown <u>1</u>	OK	05/30/2022
Off Street Dumpster Loading	OK	05/30/2022
Elevations	OK	05/30/2022
Color Renderings Provided	NA	05/30/2022
Fences, Walls and Hedges	OK	05/30/2022
Accessory Structures	NA	05/30/2022
Location of Utilities	OK	05/30/2022
Location of Proposed Signs	OK	05/30/2022
Property Boundary Changes	NA	05/30/2022
Joint Driveway/Cross Access Agreements	OK	05/30/2022
Nonconformities formed on adjacent properties	NA	05/30/2022
Sea Turtle Lighting Requirement Letter Received	OK	05/30/2022
Location of Construction Parking for Duration of Project	OK	07/02/2020
Proposed Utility Easements Identified On Plan	NA	05/30/2022
Proposed Utility Easement Documents Received	NA	05/30/2022
Notice of Requisite Permit Applications Received	OK	05/30/2022
Reviewed and Approved by Fire Division	OK	08/12/2022
Potable Water Availability Letter Received	OK	05/30/2022
Sewer Treatment Capacity	OK	05/30/2022
Sewer Availability Confirmed by Concurrency Manager	OK	05/30/2022
Notice of Stormwater Maintenance Agreement	OK	05/30/2022
Beach and Dune Assessment Report Received	NA	05/30/2022
Stormwater Drawings Approved	OK	05/30/2022
School Concurrency	NA	05/30/2022
Transportation Impact Analysis/Study Submitted	OK	05/30/2022
De Minimis Impacts Recorded	OK	05/30/2022
Transportation Improvements Needed (PFShare)?	NA	05/30/2022
Concurrency Certification Received	OK	05/30/2022
Reviewed and Approved by Planning and Zoning Board	OK	06/06/2022

COMMENTS:

SITE DEVELOPMENT PLAN REVIEWED BY:

Stewart Cruz

Stewart Cruz, AICP 191244
Community Services Director

SITE DEVELOPMENT PLAN ACTION BY CITY COUNCIL

Check One Only.

Denial: ☐

Approval: ☐

Approval with conditions: ☐ _____

Other: ☐

Nancy Miller, Mayor

Date

LANDSCAPING AND IRRIGATION REVIEW

Review Date May 30, 2022

City Council: August 24, 2022

Name Of Project Surf Style Surf Shop
Address & Parcel # 2226 South Atlantic Avenue, Daytona Beach Shores, FL
PID: 5322-01-00-0020 & 5322-01-00-0021
Owner: 2226 S ATLANTIC AVE LLC
Applicant: 2226 S ATLANTIC AVE LLC
Project Coordinator: Zev Cohen and Associates, Inc. – Haluk “Luke” Kilic, PE

	Status	Date
Drawings Show Site Location & North Arrow	<u>OK</u>	<u>05/30/2022</u>
Lot Size <u>Irregular</u>	<u>OK</u>	<u>05/30/2022</u>
Land Area <u>78,406 s.f. or 1.8 acres</u>	<u>OK</u>	<u>05/30/2022</u>
Green Area – Min Req <u>0</u> %, Shown <u>29.4</u> %	<u>OK</u>	<u>05/30/2022</u>
Trees – Min Req <u>21</u> , # Shown <u>47</u>	<u>OK</u>	<u>05/30/2022</u>
Tree breakdown <u>38 palms, 35 non palms</u>		
Tree Mixture – Min Req <u>3</u> # Shown <u>6</u>	<u>OK</u>	<u>05/30/2022</u>
Specimen Trees – No <u>X</u> Yes <u> </u> Protected <u> </u>	<u>OK</u>	<u>05/30/2022</u>
Drawings Meet/Exceed City’s Tree Ordinance	<u>OK</u>	<u>05/30/2022</u>
Parking Area Landscaping		
Alternative Landscaping: <u>NA</u>	<u>OK</u>	<u>05/30/2022</u>
Min Req <u>1,110 sf</u> , Shown <u>4,700sf</u>	<u>OK</u>	<u>05/30/2022</u>
Terminal/Interior Islands	<u>OK</u>	<u>05/30/2022</u>
Lot Perimeter Landscaping	<u>OK</u>	<u>05/30/2022</u>
Plants – Salt Tolerance Rating		
High <u>X</u> Moderate <u>X</u> Slight <u> </u>	<u>OK</u>	<u>05/30/2022</u>
Provisions For Irrigation	<u>OK</u>	<u>05/30/2022</u>

COMMENTS

LANDSCAPING/IRRIGATION PLAN REVIEWER

Stewart Cruz

Stewart Cruz, AICP 191244
Community Services Director

LANDSCAPING/IRRIGATION PLAN APPROVED BY CITY COUNCIL

With Modifications Indicated _____ Without Modifications _____

Nancy Miller, Mayor

Date



CITY COUNCIL AGENDA MEMORANDUM AUGUST 24, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Non-conforming Sign Removal Incentive Grant Application: Bahama House Hotel - 2001 S. Atlantic Ave.

SYNOPSIS:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on July 25, 2022 from Bahama House, LLC, owner of the Bahama House Hotel located at 2001 S. Atlantic Avenue. The sign grant, if approved, would be used to assist the property owner with the costs associated in replacing the existing nonconforming sign with a new conforming monument sign. The total cost of the sign is \$32,000. Therefore, the applicant would qualify for \$3,000 in grant reimbursement subsequent to the construction of the new conforming monument sign.

FISCAL IMPACT STATEMENT:

BACKGROUND:

In conducting an analysis of the application relative to the grant program eligibility requirements and other program parameters, staff has determined that the application qualifies and meets all grant requirements. Two sign quotes were provided as required. The applicant's preferred sign vendor, Central Signs, Inc. provided a quote of \$32,000 while Townsend Signs, Inc., provided a quote of \$43,022. If approved, the applicant would qualify for a grant of \$3,000.

A copy of the grant application and proposed sign rendering can be seen in **Exhibit A**. **Exhibit B** provides a location map and street view of the existing nonconforming sign while **Exhibit C** provides an evaluation of the application compared to the grant eligibility requirements and program parameters.

LEGAL REVIEW:

This application meets the legal requirements for approval.

RECOMMENDATION:

Staff recommends approval of the sign grant on the condition that the new sign meets all the requirements of the applicable City sign standards and that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.

SUGGESTED MOTION:

A City Council member may move as follows:

“I move to approve the Bahama House Hotel Non-Conforming Sign Removal Incentive Grant application in the amount of \$3,000 on the condition that the new sign meets all the required City sign standards and that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.”

- ATTACHMENT:**
1. EXHIBIT A-Application-Rendering
 2. EXHIBIT B-Location Map-Street View
 3. Exhibit C-Evaluation



City of Daytona Beach Shores
 COMMUNITY SERVICES DEPARTMENT
 2990 S. Atlantic Avenue
 Daytona Beach Shores, FL 32118
 Phone (386) 763-5377 Fax (386) 763-5370

575308
 Date Received: _____
 Time Received: _____
 Application Complete: Y/N
 RECEIVED
 JUL 25 2022

12022029
 City of Daytona Beach Shores

Non-Conforming Sign Removal Incentive Grant Application

BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES

NOTE: Grant application submission deadline is November 12, 2022

A. Property Information

Property Address: 2001 S. Atlantic Ave Parcel No: _____

Existing Property Use/Business: Hotel

Property Owner's Name: Bahama House LLC

Property Owner's Address: 2001 S. Atlantic Ave

Owner's Telephone No: 386-258-2001 Owner's Fax No: 386-

Nancy 314-7364

B. Applicant Information (if not owner)

Applicant's Name: Mark McDonald 5316-UF-07-0010
/domisocw@cfl-rr.com

Address: 444 Seabreeze Blvd, Suite 200

Telephone No: 386-405-4167 Fax No: 386-257-5367

*Applicant is: ☐ Contract Purchaser ☐ Property Owner/Developer ☒ Tenant/ Agent for Owner

*If applicant is other than Property Owner, authorization affidavit (Sec. E) must be provided with application.

C. Proposed Signage

At least two (2) quotes shall be provided from two (2) different sign vendors. Quotes shall at a minimum provide textual description and/or graphic representation of the following:

1. Sign Height: ☐; Sign Width: ☐; Sign Face Area: ☐; Illumination: ☐; Materials: ☐; Colors: ☐; Address: ☐; Style: ☐; Reader Board (indicate whether manual or electronic): ☐
2. Site Plan indicating location of proposed landscaping, existing and proposed signs, including setbacks and line of sight: ☐
3. Description of proposed landscaping: ☐
4. Written letter indicating consistency with Chapter Six (6) of the City's LDC: ☐
5. Name, address and contact information of each sign vendor: ☐

6. Picture and dimensional specifications of existing sign: ☐
7. Pictures and location addresses of signs similar in material and design (if available): ☐
8. Material samples of decorative base and cabinet (if available): ☐

D. Budget

Cost of design/engineering	\$ <u>550.00</u>
Cost of alteration, manufacture and installation of sign	\$ <u>34,450.00</u>
TOTAL SIGNAGE COST	\$ <u>34,044.25</u>
AMOUNT REQUESTED FROM SIGN GRANT PROGRAM	\$ <u>30,000.00</u>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THIS IS AN APPLICATION FOR NEW OR ALTERED SIGNAGE. THE PROPOSED SIGN HAS NOT BEEN ALTERED, ERECTED OR FABRICATED IN WHOLE OR IN PART. WORK ON THE SIGN WILL NOT COMMENCE PRIOR TO RECEIPT OF WRITTEN APPROVAL FROM THE CITY OF DAYTONA BEACH SHORES. I UNDERSTAND THAT ALTERATION, FABRICATION OR INSTALLATION OF THE SIGN PRIOR TO SUCH APPROVAL IS GROUNDS FOR DENIAL OF MY SIGN GRANT APPLICATION BY THE CITY.

By signing below, I further certify that all information contained in this application and all documentation submitted herewith is true and correct to the best of (my) (our) knowledge and belief. I acknowledge that I fully understand the requirements relating to the specific Non Conforming Sign Removal Grant that I am applying for and that I fully understand and agree to the process for the application and disbursements of grant funds, as outlined in the Non Conforming Sign Removal Grant Program. Moreover, I acknowledge and agree that the conditions imposed by the City Council shall apply to my permit, if approved, and that the city may impose further conditions pursuant to the City's Code of Ordinances.

OWNER's SIGNATURE _____

STATE OF _____ COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced _____ and who did (did not) take an oath.

My Commission Expires: _____

APPLICANT's SIGNATURE (if applicant not owner) _____

STATE OF _____ COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced _____ and who did (did not) take an oath.

My Commission Expires: _____
Notary Public

E. Notice and Affirmation of Permit Requirements

By signing below, I hereby acknowledge that the grant application process and approval is only for the disbursement of grant funds and does not constitute a sign permit. By signing below, I further acknowledge that a sign permit is required from the Daytona Beach Shores Building Department and that the approval of a sign grant does not relieve applicant, owner or project from the City's Land Development Code sign regulations or the Florida Building Code.

Signature: M. McDonald ☐ Owner ☒ Applicant

Date: 7/21/2022

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 21st day of July, 20 22, by Mark McDonald who is personally known to me or has produced _____ and who did (did not) take an oath.

Brenda Manning
Notary Public

My Commission Expires:



F. Affidavit of Authorization (if applicant not owner)

I, George Anderson, owner of the property described herein, hereby authorize Mark McDonald, and its agents, to make application for _____
New Sign to the City of Daytona Beach Shores for the property described in this application.

PROPERTY OWNER's Signature: George B Anderson

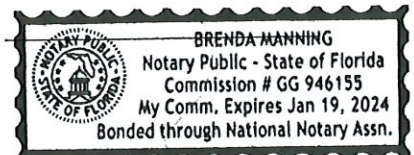
Date: 7/21/22

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 21st day of July, 20 22, by _____ who is personally known to me or has produced _____ and who did (did not) take an oath.

Brenda Manning
Notary Public

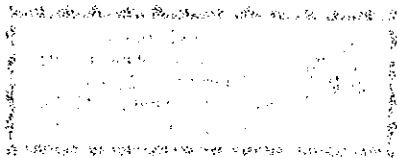
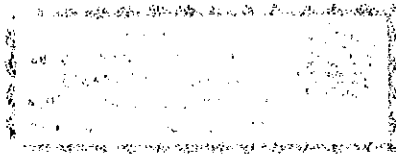
My Commission Expires:



G. Checklist

1. Signed Application: ☐
2. Sec. C, proposed sign specs, site plan and illustration, etc: ☐
3. Sec. D, two (2) written cost estimates (budget) for work (on vendor letterhead): ☐

4. Sec. E, signed authorization affidavit (if applicable): ☐
5. Sec. F, signed authorization affidavit (if applicable): ☐
6. Is the property subject to any code enforcement action and/or delinquent on any accounts payable to the City? Yes ☐ No ☐



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JUL 25 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Daytona Beach Shores
Non-conforming Sign Removal Incentive Grant Program 2022

Goal

To enhance the Daytona Beach Shores South Atlantic Avenue/Dunlawton Boulevard Streetscape.

575308

Purpose

To provide financial assistance to property owners and businesses of non-conforming, freestanding pole/ground signs with costs associated in replacing, eliminating or altering non-conforming, freestanding signs into conformity.

Overview

Considering the economic impact and supply chain issues experienced by local businesses, on April 12, 2022, the Daytona Beach Shores City Council adopted Ordinance 2022-11, which extended the deadline for sign owners to bring their non-conforming freestanding pole/ground signs into conformity with the City's monument sign ordinance. The grant program shall terminate upon the expiration date of the aforementioned extended deadline.

Eligibility Requirements

1. The sign shall not be an abandoned sign.
2. The sign shall be a freestanding pole/ground sign made non-conforming as a result of Ordinance 2012-02.
3. Temporary and exempt signs per Ord. 2012-02 do not qualify for this program.
4. Qualifying non-conforming pole/ground signs shall either be altered into conformity or removed and replaced with a new conforming sign.
5. The subject property shall be located in the GC-1, GC-2, GC-RD or T zoning district.
6. The sign shall be located on a property directly abutting S. Atlantic Avenue/SR A1A or Dunlawton Boulevard.
7. The signs shall serve to advertise an onsite business. For the purposes of this grant, a business shall be defined as a retail/service/office commercial, hotel/motel or any other business approved by the Daytona Beach Shores City Council.
8. There shall be an active/operating bona fide business on the subject qualifying property. The business shall possess a valid Business Tax Receipt and Certificate of Use permit.
9. Any work initiated, or costs incurred, prior to receiving City Council grant approval shall not be grant eligible.
10. Sign design and plan shall conform to all applicable City standards.
11. Property/business owner shall be current on all accounts payable to the City.
12. Properties subject to Code Enforcement action shall not qualify for this grant.

Program Description

Applications shall be reviewed on a first-come-first-served basis from the time a complete submittal is received until all budgeted grant funding is allocated. Incomplete applications will not be considered.

The Non-Conforming Sign Removal Incentive Grant Program is a reimbursable dollar-for-dollar matching grant, capped as follows:

Land Use & Sign Type	Year	Percentage	Minimum Award	Maximum Award
All Types	2022	15% of cost	\$2,000	\$3,000

Program Requirements

The following grant applications will be given priority in the evaluation process: applications with signs that are more egregious in nonconformity; applications with signs that will be altered into conformity; and applications with signs that do not require any variances.

1. Grant application submission deadline is November 12, 2022. New grant applications and/or incomplete grant applications submitted after this date shall not be considered.
2. Grant applications shall be reviewed by staff for completeness and presented to the City Council for consideration.
3. The City Council may make binding conditions regarding the application under consideration, including, but not limited to, design and location of sign.
4. Grants shall only pay for sign costs associated with design/engineering, sign making, installation, and/or alteration.
5. Applications shall have at least two (2) quotes from licensed sign contractors.
6. Property owner shall obtain relevant City permits prior to the start of construction.
7. Grant reimbursement will be made upon completion of a project as determined solely by the City and a successful inspection by the City's Building Department, including a demonstration that the constructed sign meets the terms of applicable codes and grant conditions, if any.
8. To qualify for grant reimbursement, on site sign construction shall not commence until after City Council approval.
9. Completion of work and a successful inspection is required no later than 120 days subsequent to City Council approval.
10. Written extensions may be awarded by the City Manager for a period not exceeding 120 days.

Sub-total: \$31,450.00
Tax (6.5%): \$2044.25
Engineering & Permitting: \$550.00
Total: \$34,044.25

Central
Signs

Charles Hutcherson
President
Central Signs, LLC



904-580-0992 | 386-322-7446



charles.hutcherson@central-signs.com



central-signs.com



517 Mason Ave., Daytona Beach, FL 32117

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**BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES**

575308

Nancy Smarjesse

From: Charles Hutcherson <Charles.hutcherson@central-signs.com>
Sent: Monday, June 27, 2022 1:54 PM
To: Nancy Smarjesse
Subject: New Monument sign for Bahama House (With Electronic Message Boards)
Attachments: BahamaHouse_11x17_TitleBlock.pdf

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JUL 25 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Nancy,

Here are the parameters for the new sign estimate along with a rendering of the new sign (please see attached).

New Sign:

Max Height = 6'

Max Width = 8'

Max sign area = 36 sqft

EMC = 12 sqft

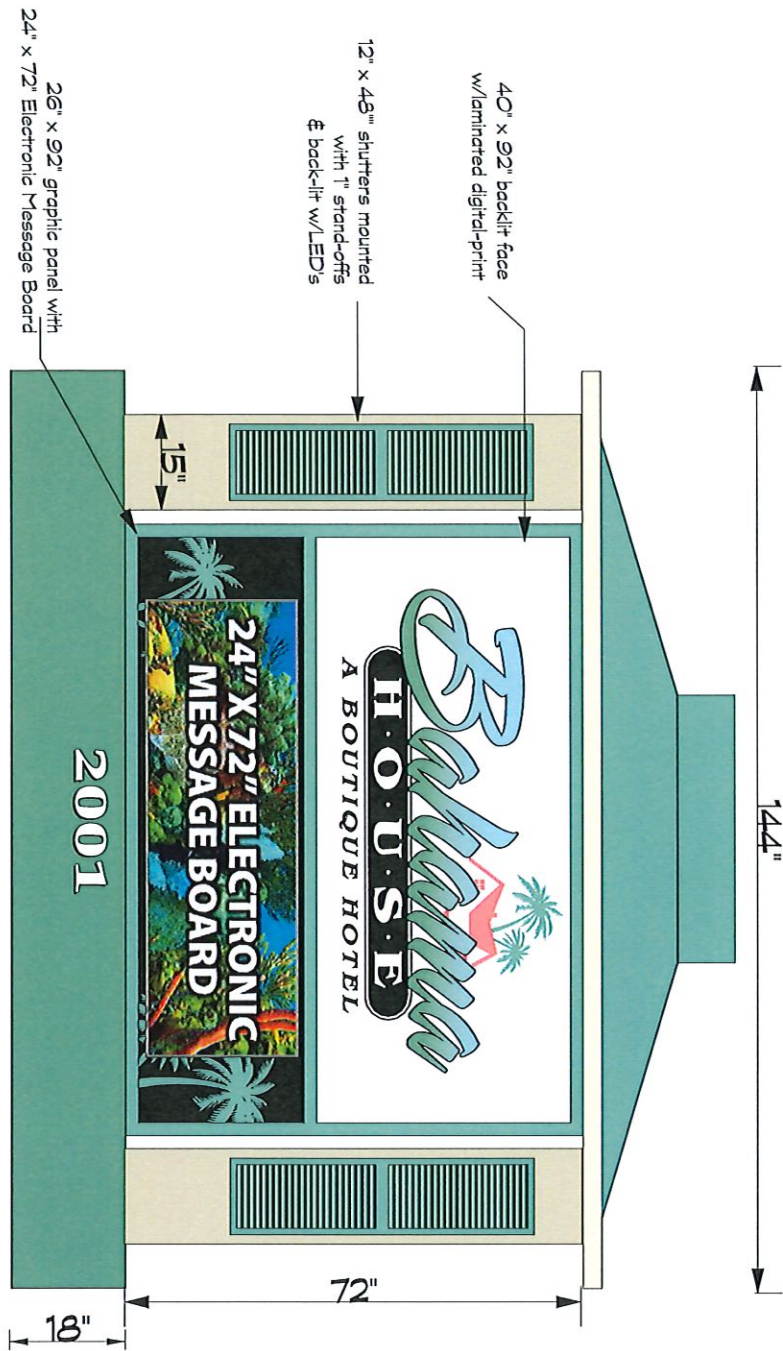
Sign Base = 1.5'

Sign top = (additional 2') similar to existing look

Total Height = 1.5' Base + 6' sign height + 2' additional architectural top = 9'-6"

575308

- Remove and dispose of existing double pole monument sign.
- Fabricate and Install one (1) new Monument Sign (Per Rendering) Shop plan drawings of Monument Sign to be engineered, fabricated and installed to meet all applicable state and municipal minimum sign design standards and specifications and engineered for 140 mph wind loading.
- Sign Foundation: (Estimated) Sign to supported by two (2) 6" Dia. Schedule 40 Steel pipe set in 3000 psi concrete footers per signed and sealed engineered plans.
- Sign Frame Structure: Frame to be mounted and welded at top and bottom ½" steel plate around the 6" Dia. Steel pipes. Sign frame to be constructed of all welded aluminum 6061-6511 aluminum angle frame and 2" x 2" x ¼" aluminum square tubing and clad with ¼" aluminum skin.
- Acrylic Sign Faces: To be constructed of 0.354" acrylic-steel and overlaid with digitally printed on 3M brand vinyl
- Paint: All painted surfaces will be primed and painted with automotive grade acrylic paint to match color renderings approved by customer.
- Sign Lighting: lighting to be internally illuminated with environmentally friendly LEDs and energy-wise power supplies as required.
- Electronic Message Center (EMC) to be a double-sided 2'H x 6'W (total of 12 square feet on each side) LED screen to be 6.67 MM pitch screen. Screen control by computer/wifi, Playmaster software. Warranty: 3-years free parts, Lifetime technical maintenance service.



Customer must note that the actual color shown on your sign rendering is only intended to provide a concept of the finished sign product and they may differ from the colors of the actual materials used in the production of your signage. The actual colors which will be used in production may be selected from our sample materials or from our sales manual color charts which are available upon request. Central Signs, LLC is not responsible for any damages that may occur to anything on site existing due to old age, UV damage or fatigue.

NOT TO SCALE (NTS)

FILE NAME Restaurant Monument Sign for Bayluma House Hotel	
DATE	05.12.22
REVISIONS	
1. REVISED - 08/15/22	
2.	
3.	
4.	
PROJECT LOCATION	
BAYLUMA HOUSE HOTEL	
2001 S. Atlantic Avenue	
Dorinda Beach FL	
CUSTOMER APPROVAL	
SIGNATURE _____	
PRINT NAME _____	
APPROVAL DATE _____	
DESIGN, MANUFACTURE AND INSTALLATION BY:	
CENTRAL SIGNS	
EVERYTHING IN SIGNS - NEON & AWWINGS 322-SIGN	
THIS DESIGN IS THE PROPERTY OF CENTRAL SIGNS, LLC. THE DESIGN IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF CENTRAL SIGNS, LLC. THE DESIGN IS THE PROPERTY OF CENTRAL SIGNS, LLC. THE DESIGN IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF CENTRAL SIGNS, LLC. THE DESIGN IS THE PROPERTY OF CENTRAL SIGNS, LLC.	
Central Signs, LLC 517 Mason Ave., Unit 101 Daytona Beach, FL 32117 Office: (386) 322-7446 Fax: (386) 258-4763 www.central-signs.com FL Contractor Lic.#: ES12019173	

575308

June 7, 2022

Bahama House
2001 S Atlantic Ave
Daytona Beach Shores, Florida

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Fabricate and install new illuminated 64 sq ft monument sign with Cirrus LED electronic display per approved design and specifications.

Sign structure of all welded aluminum frame and finish panels. All surfaces primed and painted with acrylic enamels with sand finish. Internally illuminated 'Bahama House' panels of pan formed Acrysteel with 3M translucent vinyl on the first surface. 9mm modular LED displays by Cirrus Systems with cloud based programming software. All aluminum enclosures and framing. Address numbers of 1/4" laser cut acrylic stud mounted to pylon. New sign structure to be mounted on existing steel pole sign support pole using existing concrete base and electrical circuits.

Sign to be U.L. listed and engineered to meet 140 mph wind load requirements.

Cost includes removal and disposal of existing sign.

Five year parts and components warranty on entire display.

New planter and landscaping plans by others.

Proposed pricing good for thirty days.

Sign cost	\$38622.00
Sales tax	\$2510.43
Eng/permitting	\$800.00
Installation	\$3600.00
Total cost	\$45532.43

Terms: 50% down payment with balance due upon completion.

Customer Approval _____

Date _____

Towns end Signs _____

Date _____

8' ~0"
6' ~0"

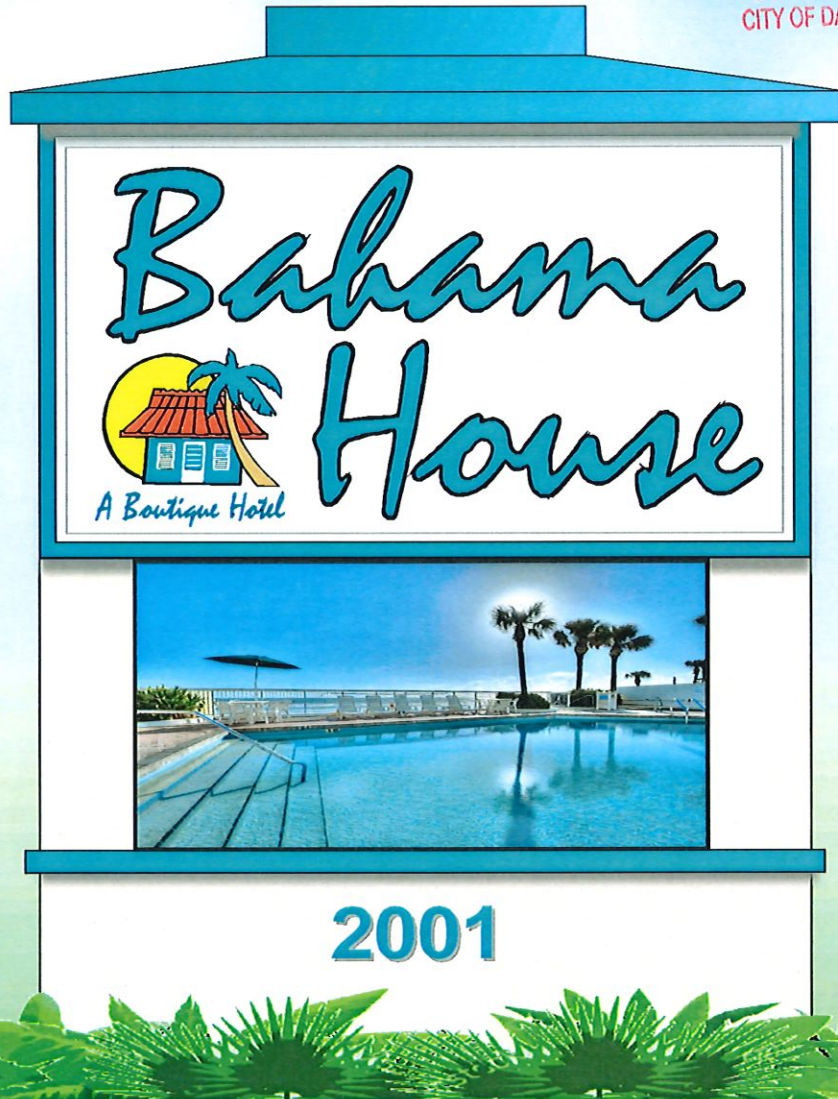
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JUL 25 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

575308

1' 3"
4' 6"
10' ~0"
3' 0"
2' 6"



Project Name - Contact

BAHAMA HOUSE
2001 S ATLANTIC AVE
DAYTONA BEACH SHORES, FL

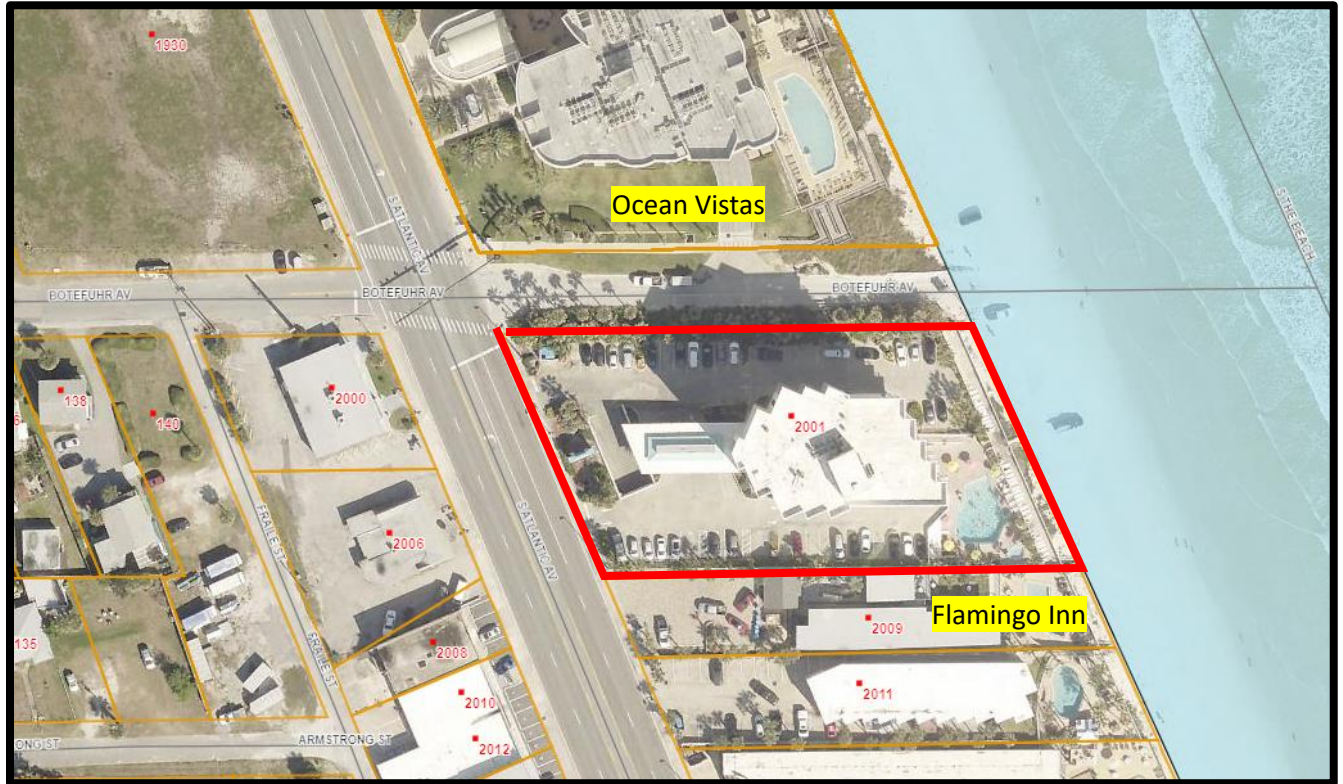
Project Description - Customer Approval

64 SF MONUMENT SIGN CONCEPT DESIGN. INTERIOR ILLUMINATED
LOGO SIGN WITH 9MM LED DISPLAY

TS TOWNSEND SIGNS
THE SIGN OF QUALITY

515 LPGA Blvd. Holly Hill, Florida 32117
386-255-1955
info@signsbymtownsend.com
Florida State License ES12000177

EXHIBIT B
Location Map-Bahama House Hotel



Source: Volusia County Property Appraiser Website (2022)

Street View- Bahama House Hotel



Source: GoogleMaps (2022)

EXHIBIT C

Eligibility Requirements Analysis Table: 2001 S. Atlantic Avenue

ID	Eligibility Criteria	Status	Criteria Met
1	Sign shall not be abandoned	Sign is not abandoned.	Yes
2	Nonconforming freestanding pole/sign pre-existed Ord. 2012-02	Sign pre-existed Ord. 2012-02	Yes
3	Temporary sign and exempt signs do not qualify	Sign is not temporary or exempt	Yes
4	Property shall be located in a commercial/hotel district	Property is located in the Hotel District	Yes
5	Property shall abut S. Atlantic Avenue or Dunlawton Boulevard	Property abuts S. Atlantic Avenue	Yes
6	Sign shall serve to advertise an onsite business	Sign advertises an onsite business	Yes
7	There shall be an active business on site	The advertised business is active	Yes
8	No prior sign work/cost shall be eligible for grant funding	Applicant is aware of this condition	Yes
9	Sign design and plan shall conform to all applicable City standards	Applicant is aware of this condition	Yes*
10	No delinquent accounts payable to City	Applicant is aware of this condition	Yes*
11	Properties subject to Code Enforcement action shall not qualify for this grant.	Property is not subject to CE action	Yes

Note: * Staff is recommending this item as a condition if approved.

Application Summary Description Table: 2001 S. Atlantic Avenue

ID	Parameter	Application	Parameter Met	Added Priority
1	Sign Grant Limit	Requested Amount		
	15% of costs w/ min of \$2,000 and max of \$3,000	\$3,000	Yes	
2	Sign Work Type Permitted			
	Alteration or Removal	Removal w. New Sign	Yes	Yes
3	Work Detail Permitted			
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes	
4	Variance Required	No		Yes
5	Existing/Previous Sign Level of Nonconformity	Medium		NA