



# City of Daytona Beach Shores

*"Life is Better Here"*

*"A Premier, Friendly Place to Be"*

## AGENDA CITY COUNCIL MEETING

**June 26, 2018**

**7:00 p.m., 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.

### **CALL TO ORDER BY MAYOR**

### **ROLL CALL BY CITY CLERK**

### **CEREMONIAL MATTERS:**

#### **PRAYER**

#### **PLEDGE OF ALLEGIANCE**

### **1. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**

### **BUSINESS OF THE CITY COUNCIL:**

#### **ORDER OF BUSINESS**

#### **2. APPROVAL OF THE MINUTES: June 12, 2018**

#### **3. CONSENT AGENDA:**

- Approval for Interlocal Agreement Municipal Fleet Fueling Service

#### **4. REPORTS OF THE CITY ATTORNEY:**

#### **5. REPORTS OF THE CITY MANAGER:**

**OLD BUSINESS: None.**

**NEW BUSINESS:**

6. Discussion and Consideration of proposed settlement agreement with County of Volusia regarding land parcels

7. **COUNCIL COMMENTS:**

8. **AUDIENCE REMARKS/PUBLIC COMMENTS:**

9. **ITEMS RECOMMENDED FOR THE NEXT AGENDA:**

10. **ADJOURNMENT:**

Notice is hereby given to all interested parties that if a person should decide to appeal any decision made at the aforementioned meeting of the City Council, such person will need a recording of the proceedings conducted at such meeting, and for such purpose he or she may need to ensure that a verbatim record of the proceedings was made; such record to include testimony and evidence upon which any appeal shall be based. Please be advised that all City Council Meetings are recorded. Note: Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the Office of the City Clerk at 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, or telephone 386-763-5364 at least seven working days prior to the meeting.

**PRESENTATIONS AND PUBLIC NOTICES:**

**MINUTES**  
**CITY COUNCIL MEETING**  
**June 12, 2018**  
**3000 Bellemead Drive Daytona Beach Shores, FL 32118**

**Present:** CouncilMember Mel Lindauer, CouncilMember Richard Bryan, Mayor Harry Jennings, Vice Mayor Peggy Rice, and Council Member Lorraine Geiger. *Staff: City Manager Michael Booker, City Clerk Cheri Schwab, City Attorney Lonnie Groot, Finance Director Kurt Swartzlander and Public Safety Director Stephan Dembinsky.*

**1. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:** None.

**2. APPROVAL OF THE MINUTES:** May 8, 2018

**CMBR GEIGER moved, seconded by CMBR LINDAUER to approve the minutes of May 8, 2018.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Council Member Lorraine Geiger, CouncilMember Mel Lindauer, CouncilMember Richard Bryan, Mayor Harry Jennings, Vice Mayor Peggy Rice.

**3. CONSENT AGENDA:**

- Board Re-Appointment – Civil Service Board: Ed Kavanaugh
- Monthly Departmental Reports – April 2018
- Monthly Financial Report – April 2018

**CMBR RICE moved, seconded by CMBR GEIGER to approve the consent agenda.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Council Member Lorraine Geiger, CouncilMember Mel Lindauer, CouncilMember Richard Bryan, Mayor Harry Jennings, Vice Mayor Peggy Rice.

**4. REPORTS OF THE CITY ATTORNEY:** The City Attorney reported that he had received a response from Assistant County Attorney Mike Rodriguez regarding the draft settlement. Copies of the documents were passed out to the Council. He advised that the matter could be considered at the next regular meeting.

**5. REPORTS OF THE CITY MANAGER:** None.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

**6A. Amended Resolution 2018-01** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO QUALIFYING FOR CANDIDACY (2018 CITY GENERAL ELECTION) AND FILING CAMPAIGN REPORTS; REQUIRING ELECTRONIC FILING OF CAMPAIGN TREASURER'S REPORTS WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS OFFICE'S ELECTRONIC FILING SYSTEM; PROVIDING FOR TIME FRAMES FOR QUALIFYING FOR OFFICE; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. First Reading and Public Hearing.

CMBR Bryan inquired why the savings clause was part of the amended resolution. The City Attorney explained that this is very common in legislative practice. CMBR Bryan asked if the resolution would survive without it, and Attorney Groot responded that it would. CMBR Bryan still wanted to object to this clause but explained since this was limited to elections he would vote affirmatively.

**CMBR LINDAUER moved, seconded by CMBR RICE to adopt Amended Resolution 2018-01.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Council Member Lorraine Geiger, CouncilMember Mel Lindauer, CouncilMember Richard Bryan, Mayor Harry Jennings, Vice Mayor Peggy Rice.

**6B. Appoint Voting Delegate for 92<sup>nd</sup> Annual Florida League of Cities Conference**

The Mayor stated that traditionally, the Vice Mayor assumed the role of voting delegate. Vice Mayor Rice agreed to the responsibility this year.

**7. Sale of property at 1906 S. Atlantic Avenue**

City Manager Booker reported that the transaction had taken place on June 7<sup>th</sup>. The City still retained the small parcel where the city sign is placed.

**8. COUNCIL COMMENTS:** The entire council expressed their pleasure with both the recent grand opening ceremony and the new Community Center itself.

**9. AUDIENCE REMARKS/PUBLIC COMMENTS:** John Ersland thanked Director Fred Hiatt for acting quickly to install an electronic door opener on City Hall.

**10. ITEMS RECOMMENDED FOR THE NEXT AGENDA:** county settlement

**11. ADJOURNMENT: The meeting ended at 7:18 pm.**

\_\_\_\_\_  
**MAYOR  
HARRY H. JENNINGS**

\_\_\_\_\_  
**CITY MANAGER  
MICHAEL T. BOOKER**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK, CHERI SCHWAB**

**INTERLOCAL AGREEMENT  
FOR THE PROVISION OF  
MUNICIPAL FLEET FUELING SERVICES  
BY CITY OF DAYTONA BEACH SHORES  
TO COUNTY OF VOLUSIA**

**THIS AGREEMENT** is entered into by and between 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, FL 32118, hereinafter referred to as “**CITY**”, and COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4612, hereinafter referred to as “**COUNTY.**”

**RECITALS**

WHEREAS, the COUNTY is authorized by §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 in behalf of the other, of any of either agency’s authorized functions;” and

WHEREAS, public agencies (including CITY and COUNTY) are authorized by §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 state, county, or city officers.” The parties expressly deny any intent, express or implied, in this Agreement to provide for a delegation by COUNTY of such constitutional or statutory duties to CITY or vice versa; and

WHEREAS, the foregoing authorization for such agreements is granted to counties and public agencies for the purpose of permitting “local governmental units to make the most efficient use of their powers by enabling them to cooperate with 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.” §163.01(2), Florida Statutes; and

WHEREAS, COUNTY after evaluation of options for the provision, has made a determination that it will be best served by contracting with CITY for provision of such services, which services will be performed by CITY personnel; and

WHEREAS, CITY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated therein, and CITY is willing to provide such services to COUNTY.

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

## **PART I. General Provisions**

1. Legislative Findings/Representations. The foregoing recitals are hereby adopted and incorporated herein as a material part of this Agreement.

2. Purpose. The purpose of this Agreement is for the CITY to provide specified fleet refueling services to COUNTY (hereinafter, the "Contract Services"), at agreed upon levels of service "LOS") as established herein.

3. CITY Departments. CITY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization line of the CITY's Departments (hereinafter, "Departments"), as stated in PART II hereof. The Director of the applicable Department or his/her designee shall be the CITY'S liaison to COUNTY for purposes of performance, interpretation and implementation of this Agreement.

4. No Pledge of Ad Valorem Taxes. The parties agree that this Agreement does not constitute a general indebtedness of either party within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that the neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein 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 either party or 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 parties respectively. The parties' monetary obligations to one another pursuant to this Agreement is limited to the budgeted amount for the then current fiscal year of this Agreement and is otherwise limited to legally available non ad-valorem tax revenues.

5. Level of Service (LOS). CITY agrees to provide the Contract Services at the LOS established herein. Should the COUNTY desire the CITY to provide services either different in kind, or at a higher level than that contemplated herein, the COUNTY Manager shall make written request therefore to the CITY Manager. Any Agreement modification to an LOS established pursuant to this Agreement shall be reduced to writing and approved by both parties. Any reduction in LOS desired by the COUNTY shall be effective only at the beginning of a new fiscal year unless both parties agree otherwise.

6. Personnel Matters. CITY shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular CITY employee to be dedicated fulltime to the Contract Services. All CITY personnel assigned to perform Contract services shall remain subject to CITY merit rules and regulations for all purposes contemplated merit and cost-of-living raises, annual leave and sick leave and disciplinary actions. Any claim of a disciplinary nature by the COUNTY regarding a CITY employee shall be referred to the appropriate CITY Department Director, who shall remain the "appointment authority" for such employee, for all purposes designated under the CITY Merit Rules. Such CITY employees shall have no right to elect or choose any procedures available to COUNTY employees.

7. Term. This Agreement shall take effect on the upon execution by both parties, and shall terminate on September 30, 2021, unless renewed or otherwise terminated as set forth in this section and Part I, Section 9 respectively. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the COUNTY desire to renew this



Agreement, it shall make application in writing therefore, to CITY no later than August 1st of that contract year.

8. Termination. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Part I, Section 10, given no less than one hundred eighty (180) days prior to the requested termination date. Such notice shall be the date the receipt therefore is signed by an official or authorized representative of the other party.

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

**County:**

**City:**

County of Volusia  
123 W. Indiana Avenue  
DeLand, FL 32720-4612  
Attention: County Manager

City of Daytona Beach Shores  
2990 S. Atlantic Avenue  
Daytona Beach Shores, FL 32118  
Attn: City Manager

Copy to: Central Services Director  
1270 Indian Lake Road  
Daytona Beach, FL 32124

10. 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.

11. 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, "Florida Governmental Conflict Resolution Act."

12. 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.

**PART II. Services and Billing**

1. Services

- a. Except as provided in subsection (b) hereof, the CITY shall provide the facilities, personnel, and supplies necessary and desirable to provide the Contract Services (*i.e.*, fleet refueling services) to vehicles and equipment owned by COUNTY.
- b. In the event of an emergency, the COUNTY acknowledges and understands that CITY cannot guarantee provision of the goods and services described in paragraph (a) above, and COUNTY shall make alternative provision for these

goods and services during such an event. Thus, the CITY's provision of fuel to the COUNTY pursuant to this Agreement shall be subject to fuel availability.

- c. Attached hereto and incorporated by reference are **Attachment 1** Schedule of Charges.

## 2. Billing

All direct costs will be accounted for by vehicle identification.

Billing shall be done monthly and the bills are to be itemized and sent to:

**Attn: Lynea Lewis  
Volusia County Beach Safety  
1270 Indian Lake Road  
Daytona Beach, FL 32724**

Invoicing, payments, and penalties, including interest, shall be in accordance with the applicable provisions of Part VII of Chapter 218, Florida Statutes, and the Volusia County Code of Ordinances and the Purchasing Procedures Manual.

## **PART III. Miscellaneous**

1. Sovereign Immunity. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity and/or the limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this section shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party. Nor shall anything in this Agreement be construed or interpreted as requiring or allowing one party to this Agreement to indemnify or insure the other party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2. Indemnification/Hazards. Both parties agree to indemnify, defend, and hold each other harmless from each party's own respective negligent acts related to or arising from this Agreement. COUNTY shall be further responsible for promptly notifying the proper response authorities, environmental agency or agencies, and the CITY of any Hazardous Materials ("HAZMAT"), fuel, or pollutant spills and/or releases caused by COUNTY and undertaking diligent and reasonable efforts to contain and clean any such spills or releases upon the occurrence thereof. This section shall survive the expiration or termination of this Agreement.

3. Authorized Users/Vehicles. COUNTY shall provide an initial list of vehicles and users authorized to use fuel services with key holder assignment and provide written updates to this list in the same format as they occur and before any new user or vehicle will be recognized for fuel service at the fueling facilities.

4. Fuel Keys. COUNTY agrees to immediately report any lost fuel key(s) or access cards to the CITY to help to prevent unauthorized fuel usage.

5. 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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties to this Interlocal Agreement for the Provisions of Municipal Fleet Fueling Services by City of Daytona Beach Shores to the County of Volusia have caused the same to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF VOLUISA**

**CITY OF DAYTONA BEACH SHORES**

By: \_\_\_\_\_  
Name: Ed Kelley  
Title: County Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Harry H. Jennings  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Name: James T. Dinneen  
Title: County Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael T. Booker  
Title: City Manager  
Date: \_\_\_\_\_

## ATTACHMENT 1

### FLEET MAINTENANCE SERVICES OPTIONS SCHEDULE OF CHARGES

FMS available to CITY are as follows:

#### I. FUELING SERVICES

- A-1. Maintenance of fuel inventories and operations of fuel facilities for in-house fueling of vehicles/equipment.
- A-2. Issuance of vehicle identification and employee identification keys for easy processing and security of in-house fueling.

#### *Financial and Information Services*

- B-1. Monthly billing report including utilization data by vehicle identification
- B-2. Annual utilization report.

#### *Extra Charge Services*

- C-1. Replacement of lost or stolen fuel keys \$10.00 each.
- C-2. Damage to COUNTY fuel station facility or equipment. Cost of repair.

#### II. FLEET MANAGEMENT FUELING FACILITIES

Deland R&B- 2560 W. State Road Highway 44, DeLand, FL  
New Smyrna Beach R&B - 530 Old North Dixie Highway, New Smyrna Beach, FL  
Osteen R&B - 200 N. State Road Highway 415, Osteen, FL  
Daytona Beach Indian Lake Road - 1336 Indian Lake Road, Daytona Beach, FL  
Daytona Beach Landfill - 1990 Tomoka Farms Road, Daytona Beach, FL  
Holly Hill R&B - 455 Walker St., Holly Hill, FL  
Transfer Station – 261 DeLand Crossings Blvd. DeLand, FL

#### III. HOURS OF OPERATION AND KEY PHONE NUMBERS

All fueling locations are open 24 hours a day, except Deland Road and Bridge and the Tomoka Landfill.

Deland Road and Bridge: 7:30 am – 6:00 pm weekdays  
Tomoka Landfill: 7:00 am - 5:30 pm Monday through Saturday

#### IV. CHARGING FOR SERVICES

##### Direct Rates for Service Method

All direct costs will be accounted for by vehicle identification. Fuel rates are current County cost at the time of fuel consumption by CITY, plus sixteen (16¢) cents per gallon, unleaded and twenty eight (28¢) cents per gallon, diesel. Special Service rates for special services shall be negotiated at the time of the request done in accordance with Part I, Sections 6 and 7 of the Agreement. See also C-1 and C-2 for extra charge services. Any labor provided shall be at the then current rate. All rates are current and may be modified yearly or upon renewal of this agreement.

# **Reports of the City Attorney**

# **Reports of the City Manager**

**Prepared by:** Mr. Stewart Cruz City Planner  
City of Daytona Beach Shores 2990 South Atlantic Avenue  
Daytona Beach Shores, Florida 32118 Telephone 386-763-5353

**Return To:**  
Ms. Cheri Schwab City Clerk  
City of Daytona Beach Shores 2990 South Atlantic Avenue  
Daytona Beach Shores, Florida 32118

Tax Parcel Identification Numbers: 35-15-33-01-01-0010 (Long) 5335-01-01-0010 (Short);  
35-15-33-01-01-0030 (Long) and 5335-01-01-0030 (Short); and: 02-16-33-05-03-0110 (Long),  
6302-05-03-0110 (Short).

## **SETTLEMENT AGREEMENT/DEVELOPMENT AGREEMENT**

**THIS SETTLEMENT/DEVELOPMENT AGREEMENT** (~~hereinafter referred to as~~ the "Agreement") is entered into by and between the COUNTY OF Volusia, whose address is Thomas C. Kelly Administration Center, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as the "County"), and the CITY OF DAYTONA BEACH Shores, whose address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118 (hereinafter referred to as the "City"), (the County and the City hereinafter individually referred to as "Party" and collectively referred to as "Parties") for the purposes of resolving by compromise and settlement of all claims, controversies, alleged liabilities, and disputes between them.

### **RECITALS**

**WHEREAS**, the County is the owner of two parcels of land on the east side of State Road A1A (SR A1A) located at 3167/3169 South Atlantic Avenue and 3621 South Atlantic Avenue, Daytona Beach Shores, Florida (hereinafter referred to collectively as the "Subject Properties"), and legally described in Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein; and



**WHEREAS**, the Subject Properties are within the incorporated boundary of the City;  
and

**WHEREAS**, certain disputes have arisen between County and City regarding the Subject Properties. These disputes are more fully set forth in the pleadings entitled *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017- 31553-CICI; *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31554-CICI; *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31597-CICI; and *City of Daytona Beach Shores v. County of Volusia*, Circuit Court Case No. 2017-11583-CIDL (hereinafter individually referred to as an “Action” and collectively the “Actions”). Three of the Actions were commenced by the County: (1) seeking injunctive and declaratory relief pursuant to section 163.3215, *Florida Statutes*; (2) petition for certiorari challenging the quasi-judicial land use decision rendered by the City and memorialized in Denial Development Orders; and (3) petition for certiorari challenging adoption of City’s ordinance adopted on August 22, 2017; and the City initiated an Action against the County for declaratory and injunctive relief challenging the adoption of County’s ordinance on October 5, 2017; and

**WHEREAS**, the County initiated the conflict resolution procedures of Chapter 164, *Florida Statutes*, through passage of an appropriate resolution on October 5, 2017; and

**WHEREAS**, the City initiated the conflict resolution procedures of Chapter 164, *Florida Statutes*, through passage of an appropriate resolution (Resolution Number 2017-06 the City previously having taken other actions relative to the implementation of the statute) on October 10, 2017; and

**WHEREAS**, the County asserts that its legal positions set forth in the referenced litigation are correct and does not abandon any of its positions or waive any legal right or remedy under controlling law except as set forth herein; and

**WHEREAS**, the City asserts that its legal positions set forth in the referenced litigation are correct and does not abandon any of its positions or waive any legal right or remedy under controlling law except as set forth herein; and

**WHEREAS**, notwithstanding the foregoing, the County and the City desire to implement effectual conflict resolution and avoid and resolve intergovernmental disputes as far as possible while saving the taxpaying public from the expenses inherently involved in litigation and intergovernmental conflict; and

~~**WHEREAS**, the County recognizes that the City desires that no other County land acquisitions occur within the City Limits of the City that are intended to address beach parking issues and that no such acquisitions should occur unless and until a Countywide beach parking and beach management plan is adopted; and~~

**WHEREAS**, the County and the City desire to amicably address the issue of beach parking and related matters ~~in view of the fact that the County's permit for such activity will be expiring in 2030 with permitting actions being initiated well before that expiration~~; and

**WHEREAS**, each Party to this Agreement is fully apprised of the facts set forth in these Recitals and of the facts and contentions raised in the Actions, and all other aspects of the disputes between the Parties, whether pleaded or not, and possibilities of each Action and matter described herein.

## AGREEMENTS, RELEASES, AND PROMISES

**THEREFORE**, in consideration of the recitals set forth above, which are a material part of this Agreement, and facts and general releases and promises contained herein, and for good and valuable consideration, the sufficiency and receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

A. Development Agreement. To the extent legally necessary. ~~This~~ this Agreement shall constitute a statutory development agreement as authorized by Section 163.3220, et. seq., *Florida Statutes*, ~~—although the~~ The Parties recognize that they disagree over the matter of jurisdiction relative to the matters that have been articulated in the litigation ~~and, to that end, this Agreement is also in the nature of a as well as a joint planning agreement as authorized by Section 163.3171, Florida Statutes.~~ ~~The~~ However, the City acknowledges it is authorized to enter into development orders, development permits and development agreements of whatsoever type and that the land uses listed herein are consistent with the City's *Comprehensive Plan* and land development regulations. ~~The Parties recognize that they are authorized to enter into joint planning agreements in furtherance of their respective land development authority under controlling State law.~~

B. Land Use Jurisdiction. ~~—The Parties agree that the provisions of County Ordinance Number 2017-24, which was adopted by the County Council on October 5, 2017, implements Section 205.1 of the Volusia County Home Rule Charter relating to “the beach” and the “public right of access and use” specifically recognizes the land use regulatory authority of the City in stating that “[t]he public has a right of access to the beaches and a right to use the beaches for recreation and other customary purposes.~~

~~This right of access and use is a public trust, which the Council shall by ordinance define, protect, and enforce. Because prohibiting motor vehicle access to the beaches would deny beach use to many, the Council shall authorize, as permitted by law, vehicular access to any part of the beach not reasonably accessible from public parking facilities.” The parties further agree that the County has jurisdiction over the beaches and approaches to the beaches as they existed on the effective date of the Volusia County Home Rule Charter provision. The City asserts land use jurisdiction over all real property located within the City Limits of the City in accordance with the constitutional and statutory law of the State of Florida recognizing that the County has authority over the beaches and beach approaches as they existed on the effective date of the Volusia County Home Rule Charter provision. The Parties agree, however, that the City shall exercise land use jurisdiction over the Subject Properties and all properties that were developed as County parks on the east side of SR A1A prior to the effective date of this Agreement for the purpose of the site plan and building permits necessary to implement the construction of the parking lots to be located on the Subject Properties in accordance with the provisions of Part XII, Chapter 468, Florida Statutes. That is, as was the case in past situations and occasions, the Building Official of the City shall implement the permitting of the Subject Properties as needed for the construction thereof. This Agreement does not relate to land use authority with regard to any other real property located within the City Limits of the City or land use jurisdiction with regard to any other property located within the City Limits of the City.~~

~~C~~ Development of the Subject Properties. The Subject Properties shall be developed as beachfront parks substantially in accordance with the Master Development Plan (MDP) associated with each parcel with the plan of development being generally

depicted in Exhibit "B" and Exhibit "C" hereto which relate to two plans of development for two beachside parks of the County with associated off beach parking. The MDPs shall govern the development of the Subject Properties as beachfront parks and shall regulate the future use of the parcels. ~~The Building Office of the City shall implement the permitting of the Subject Properties as needed for the construction thereof in accordance with the provisions of Part XII, Chapter 468, Florida Statutes~~ Pursuant to Section 20-6, Volusia County Code, the County shall design, permit, and construct the Subject Properties in their entirety.

~~—D.C.~~ Beachfront Parks Maintenance. The County shall maintain and operate the Subject Properties to the same standards as similar beachfront parks. The City concurs that the County may regulate fully the Subject Properties through its beach code, chapter 20 of the county code; and through traffic and parking regulations, regardless of inclusion in chapter 20. The County and City agree to implement an annual review of maintenance for all County parks within the City Limits of the City with the first review occurring sixty (60) days after the effective date of this Agreement and within twelve (12) months of the date of such review and, then, each twelve (12) month period thereafter. The City will provide comment, including documented deficiencies, for the County to address in the next budget year. ~~The County agrees to maintain all County parks, public beach approaches, public beach access areas and public dune access walkovers that are currently located within the City or enter agreements with the City relative to the costs of such maintenance which agreements would include, but not be limited to, reimbursement of the City for all costs of the City resulting from such activity.~~

~~—E.D.~~ Potential Parking Fees. In the event fees are charged for surface parking

for any County owned off-beach park located within the incorporated boundaries of the City, the Parties agree to discuss the potential agreement relative to enforcement responsibility and related matters.

~~F~~E. Potential Commercial Use of Subject Properties. The parties agree that the Subject Properties may have potential commercial uses (such as the development of air rights over parking/park areas). The Parties agree to explore such uses in the future as circumstances allow and opportunities arise.

~~G~~F. Binding Effect of Plans, Recording, and Effective Date. This Agreement and all approved plans shall run with the land. This Agreement and all subsequent agreements shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of this document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by Growth and Resource Management Department shall constitute the effective date of this Agreement. The County shall pay all filing costs for recording documents.

~~H~~G. Release of Claims. The County agrees to release all claims against City arising from disputes more fully set forth in the pleadings entitled *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31553-CICI; *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31554-CICI; and *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017- 31597-CICI. The City agrees to release all claims against County arising from disputes more fully set forth in

the pleadings entitled *City of Daytona Beach Shores v. County of Volusia*, Circuit Court Case No. 2017-11583-CIDL.

~~I.H.~~ I.H. Dismissal of Actions and Withdrawal of Claims. The Parties agree to dismiss the Actions with prejudice and without costs; ~~provided, however, that the Parties agree, but do not desire to see occur, that the issues raised in the Actions have not been resolved with regard to any properties located within the City Limits of the City and only relates to the Subject Properties~~ The parties to this Agreement recognize and agree that the dismissals do not preclude future challenges to their respective ordinances.

~~J.I.~~ J.I. No Admission and Liability. It is further understood and agreed that this settlement is the compromise of disputed claims and that the corresponding release of claims are not to be construed as admissions of liability on the part of either Party, who expressly deny any liability.

~~K.J.~~ K.J. Attorneys' Fees. Each Party shall bear their own attorneys' fees and costs incurred.

~~L.K.~~ L.K. Entire Agreement. It is further understood and agreed that no promise or agreement not expressed within the written terms of this document has been made by either Party as an inducement to enter into this Agreement. This Agreement contains the entire agreement between the Parties as it relates to this Agreement, and that the terms of this Agreement are contractual and not a mere recital. The Parties hereby further agree that all representations relied on in entering this Agreement are incorporated herein. Therefore, this Agreement shall not be challenged based on allegations of negligent misrepresentation, fraud, fraud in the inducement, or any related or similar cause of action.

~~M~~L. Interpretation of this Agreement. It is hereby agreed by the Parties that this Agreement is the result of contested settlement negotiations and, therefore, has not been drafted by any one Party. Therefore, the Parties agree that, in the event interpretation of this Agreement is necessary, it shall not be construed more strongly for one side or the other. Further, in the event any portion of this Agreement is found to be invalid, the remaining portions of this Agreement shall continue in force and effect.



**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Agreement on the date set forth opposite its name below. The undersigned hereby certify that it has read and fully understood all of the terms, provisions, and conditions of this Agreement and has executed this Agreement voluntarily.

**DONE AND ORDERED** by the County Council of Volusia County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2018.

*ATTEST:*

**VOLUSIA COUNTY COUNCIL**

\_\_\_\_\_  
James T. Dinneen  
County Manager

\_\_\_\_\_  
Ed Kelley  
County Chair

Approved as to form and legality:

\_\_\_\_\_  
Daniel D. Eckert  
County Attorney

**DONE AND ORDERED** by the City Council of the City of Daytona Beach Shores,  
Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF DAYTONA BEACH SHORES,  
FLORIDA**

\_\_\_\_\_  
Cheri Schwab  
~~County~~ City Clerk

\_\_\_\_\_  
Harry Jennings  
Mayor

*ATTEST:*

\_\_\_\_\_  
Michael Booker  
City Manager

Approved as to form and legality:

\_\_\_\_\_  
Lonnie N. Groot, Esquire,  
City Attorney

**Exhibit "A-1"**

**Legal Description**

LOTS 11 & 12, BLOCK 3, PLAT OF OCEAN VIEW SECTION OF HALIFAX ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

**Exhibit "A-2"**

**Legal Description**

BEING THE SOUTHERLY 100 FEET OF THE LUFBERRY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 115, ALSO RECORDED IN MAP BOOK 14, PAGES 121 AND 122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LOTS 1, 2, 3, 4, 26, 27, 28, AND 29, BLOCK A, TOGETHER WITH VACATED PORTION OF OCEAN BOULEVARD (AN 80 FOOT RIGHT OF WAY), AS SHOWN ON RIOMAR BEACHES SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 95, ALSO RECORDED IN MAP BOOK 22, PAGES 154, 155, 156, AND 157, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL LYING EASTERLY OF SOUTH ATLANTIC AVENUE (STATE ROAD A1A), (A 80 FOOT RIGHT OF WAY AS NOW LAID OUT), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST CORNER OF LOT 29, BLOCK A, RIOMAR BEACHES SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 95, ALSO RECORDED IN MAP BOOK 22, PAGES 154, 155, 156, AND 157, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A1A), (A 80 FOOT RIGHT OF WAY AS NOW LAID OUT); RUN THENCE NORTH 25°52'32" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH ATLANTIC AVENUE, A DISTANCE OF 128.34 FEET TO A POINT OF CURVE, CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2082.26 FEET, A CENTRAL ANGLE OF 02°20'43", A CHORD DISTANCE OF 85.23 FEET, A CHORD BEARING NORTH 24°42'10" WEST; THENCE ALONG THE ARC LENGTH OF SAID CURVE A DISTANCE OF 85.24 FEET; THENCE DEPARTING EASTERLY RIGHT OF WAY LINE OF SAID SOUTH ATLANTIC AVENUE NORTH 64°24'22" EAST, A DISTANCE OF 391.82 FEET TO THE MEAN HIGH WATER LINE ELEVATION 2.11 NATIONAL GEODETIC VERTICAL DATUM 1929; THENCE SOUTH 24°30'00" EAST ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 150.00 FEET; THENCE DEPARTING SAID LINE, SOUTH 64°24'22" WEST, A DISTANCE OF 59.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OCEAN BOULEVARD (AN 80 FOOT RIGHT OF WAY APPEARS TO BE VACATED AND ABANDONED), THENCE SOUTH 25°52'32" EAST ALONG SAID

EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.63 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 4 OF AFORESAID RIOMAR BEACHES SUBDIVISION; THENCE SOUTH 63°53'49" WEST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

BEING A PORTION OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA LYING EASTERLY OF VACATED PORTION OF OCEAN BOULEVARD (AN 80 FOOT RIGHT OF WAY, VACATED AND ABANDONED PER OFFICIAL RECORDS BOOK 5492, PAGES 2791 THROUGH 2796 INCLUSIVE), AS SHOWN ON RIOMAR BEACHES SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 95, ALSO RECORDED IN MAP BOOK 22, PAGES 154, 155, 156, AND 157, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL LYING EASTERLY OF SOUTH ATLANTIC AVENUE (STATE ROAD A1A) (AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**Prepared by:** Mr. Stewart Cruz City Planner  
City of Daytona Beach Shores 2990 South Atlantic Avenue  
Daytona Beach Shores, Florida 32118 Telephone 386-763-5353

**Return To:**  
Ms. Cheri Schwab City Clerk  
City of Daytona Beach Shores 2990 South Atlantic Avenue  
Daytona Beach Shores, Florida 32118

Tax Parcel Identification Numbers: 35-15-33-01-01-0010 (Long) 5335-01-01-0010 (Short);  
35-15-33-01-01-0030 (Long) and 5335-01-01-0030 (Short); and: 02-16-33-05-03-0110 (Long),  
6302-05-03-0110 (Short).

## **AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is entered into by and between the COUNTY OF Volusia, whose address is Thomas C. Kelly Administration Center, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as the “County”), and the CITY OF DAYTONA BEACH Shores, whose address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118 (hereinafter referred to as the “City”), (the County and the City hereinafter individually referred to as “Party” and collectively referred to as “Parties”) for the purposes of resolving by compromise and settlement of all claims, controversies, alleged liabilities, and disputes between them.

## **RECITALS**

**WHEREAS**, the County is the owner of two parcels of land on the east side of State Road A1A (SR A1A) located at 3167/3169 South Atlantic Avenue and 3621 South Atlantic Avenue, Daytona Beach Shores, Florida (hereinafter referred to collectively as the “Subject Properties”), and legally described in Exhibit “A-1” and Exhibit “A-2” attached hereto and incorporated herein; and

**WHEREAS**, the Subject Properties are within the incorporated boundary of the City;  
and

**WHEREAS**, certain disputes have arisen between County and City regarding the Subject Properties. These disputes are more fully set forth in the pleadings entitled *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017- 31553-CICI; *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31554-CICI; *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31597-CICI; and *City of Daytona Beach Shores v. County of Volusia*, Circuit Court Case No. 2017-11583-CIDL (hereinafter individually referred to as an “Action” and collectively the “Actions”). Three of the Actions were commenced by the County: (1) seeking injunctive and declaratory relief pursuant to section 163.3215, *Florida Statutes*; (2) petition for certiorari challenging the quasi-judicial land use decision rendered by the City and memorialized in Denial Development Orders; and (3) petition for certiorari challenging adoption of City’s ordinance adopted on August 22, 2017; and the City initiated an Action against the County for declaratory and injunctive relief challenging the adoption of County’s ordinance on October 5, 2017; and

**WHEREAS**, the County initiated the conflict resolution procedures of Chapter 164, *Florida Statutes*, through passage of an appropriate resolution on October 5, 2017; and

**WHEREAS**, the City initiated the conflict resolution procedures of Chapter 164, *Florida Statutes*, through passage of an appropriate resolution (Resolution Number 2017-06 the City previously having taken other actions relative to the implementation of the statute) on October 10, 2017; and



**WHEREAS**, the County asserts that its legal positions set forth in the referenced litigation are correct and does not abandon any of its positions or waive any legal right or remedy under controlling law except as set forth herein; and

**WHEREAS**, the City asserts that its legal positions set forth in the referenced litigation are correct and does not abandon any of its positions or waive any legal right or remedy under controlling law except as set forth herein; and

**WHEREAS**, notwithstanding the foregoing, the County and the City desire to implement effectual conflict resolution and avoid and resolve intergovernmental disputes as far as possible while saving the taxpaying public from the expenses inherently involved in litigation and intergovernmental conflict; and

**WHEREAS**, the County and the City desire to amicably address the issue of beach parking and related matters; and

**WHEREAS**, each Party to this Agreement is fully apprised of the facts set forth in these Recitals and of the facts and contentions raised in the Actions, and all other aspects of the disputes between the Parties, whether pleaded or not, and possibilities of each Action and matter described herein.

### **AGREEMENTS, RELEASES, AND PROMISES**

**THEREFORE**, in consideration of the recitals set forth above, which are a material part of this Agreement, and facts and general releases and promises contained herein, and for good and valuable consideration, the sufficiency and receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

A. Development Agreement. To the extent legally necessary, this Agreement shall constitute a statutory development agreement as authorized by Section 163.3220, et.

seq., *Florida Statutes*. The Parties recognize that they disagree over the matter of jurisdiction relative to the matters that have been articulated in the litigation. However, the City acknowledges it is authorized to enter into development orders, development permits and development agreements of whatsoever type and that the land uses listed herein are consistent with the City's *Comprehensive Plan* and land development regulations.

B. Development of the Subject Properties. The Subject Properties shall be developed as beachfront parks substantially in accordance with the Master Development Plan (MDP) associated with each parcel with the plan of development being generally depicted in Exhibit "B" and Exhibit "C" hereto which relate to two plans of development for two beachside parks of the County with associated off beach parking. The MDPs shall govern the development of the Subject Properties as beachfront parks and shall regulate the future use of the parcels. Pursuant to Section 20-6, Volusia County Code, the County shall design, permit, and construct the Subject Properties in their entirety.

C. Beachfront Parks Maintenance. The County shall maintain and operate the Subject Properties to the same standards as similar beachfront parks. The City concurs that the County may regulate fully the Subject Properties through its beach code, chapter 20 of the county code; and through traffic and parking regulations, regardless of inclusion in chapter 20. The County and City agree to implement an annual review of maintenance for all County parks within the City Limits of the City with the first review occurring sixty (60) days after the effective date of this Agreement and within twelve (12) months of the date of such review and, then, each twelve (12) month period thereafter. The City will provide comment, including documented deficiencies, for the County to address in the next budget year.

D. Potential Parking Fees. In the event fees are charged for surface parking for any County owned off-beach park located within the incorporated boundaries of the City, the Parties agree to discuss the potential agreement relative to enforcement responsibility and related matters.

E. Potential Commercial Use of Subject Properties. The parties agree that the Subject Properties may have potential commercial uses (such as the development of air rights over parking/park areas). The Parties agree to explore such uses in the future as circumstances allow and opportunities arise.

F. Binding Effect of Plans, Recording, and Effective Date. This Agreement and all approved plans shall run with the land. This Agreement and all subsequent agreements shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of this document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by Growth and Resource Management Department shall constitute the effective date of this Agreement. The County shall pay all filing costs for recording documents.

G. Release of Claims. The County agrees to release all claims against City arising from disputes more fully set forth in the pleadings entitled *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31553-CICI; *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017-31554-CICI; and *County of Volusia v. City of Daytona Beach Shores*, Circuit Court Case No. 2017- 31597-CICI. The

City agrees to release all claims against County arising from disputes more fully set forth in the pleadings entitled *City of Daytona Beach Shores v. County of Volusia*, Circuit Court Case No. 2017-11583-CIDL.

H. Dismissal of Actions and Withdrawal of Claims. The Parties agree to dismiss the Actions with prejudice and without costs. The parties to this Agreement recognize and agree that the dismissals do not preclude future challenges to their respective ordinances.

I. No Admission and Liability. It is further understood and agreed that this settlement is the compromise of disputed claims and that the corresponding release of claims are not to be construed as admissions of liability on the part of either Party, who expressly deny any liability.

J. Attorneys' Fees. Each Party shall bear their own attorneys' fees and costs incurred.

K. Entire Agreement. It is further understood and agreed that no promise or agreement not expressed within the written terms of this document has been made by either Party as an inducement to enter into this Agreement. This Agreement contains the entire agreement between the Parties as it relates to this Agreement, and that the terms of this Agreement are contractual and not a mere recital. The Parties hereby further agree that all representations relied on in entering this Agreement are incorporated herein. Therefore, this Agreement shall not be challenged based on allegations of negligent misrepresentation, fraud, fraud in the inducement, or any related or similar cause of action.

L. Interpretation of this Agreement. It is hereby agreed by the Parties that this Agreement is the result of contested settlement negotiations and, therefore, has not been

drafted by any one Party. Therefore, the Parties agree that, in the event interpretation of this Agreement is necessary, it shall not be construed more strongly for one side or the other. Further, in the event any portion of this Agreement is found to be invalid, the remaining portions of this Agreement shall continue in force and effect.

**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Agreement on the date set forth opposite its name below. The undersigned hereby certify that it has read and fully understood all of the terms, provisions, and conditions of this Agreement and has executed this Agreement voluntarily.

**DONE AND ORDERED** by the County Council of Volusia County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2018.

*ATTEST:*

**VOLUSIA COUNTY COUNCIL**

\_\_\_\_\_  
James T. Dinneen  
County Manager

\_\_\_\_\_  
Ed Kelley  
County Chair

Approved as to form and legality:

\_\_\_\_\_  
Daniel D. Eckert  
County Attorney

**DONE AND ORDERED** by the City Council of the City of Daytona Beach Shores,  
Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF DAYTONA BEACH SHORES,  
FLORIDA**

\_\_\_\_\_  
Cheri Schwab  
~~County~~ City Clerk

\_\_\_\_\_  
Harry Jennings  
Mayor

*ATTEST:*

\_\_\_\_\_  
Michael Booker  
City Manager

Approved as to form and legality:

\_\_\_\_\_  
Lonnie N. Groot, Esquire,  
City Attorney

**Exhibit "A-1"**

**Legal Description**

LOTS 11 & 12, BLOCK 3, PLAT OF OCEAN VIEW SECTION OF HALIFAX ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

**Exhibit "A-2"**

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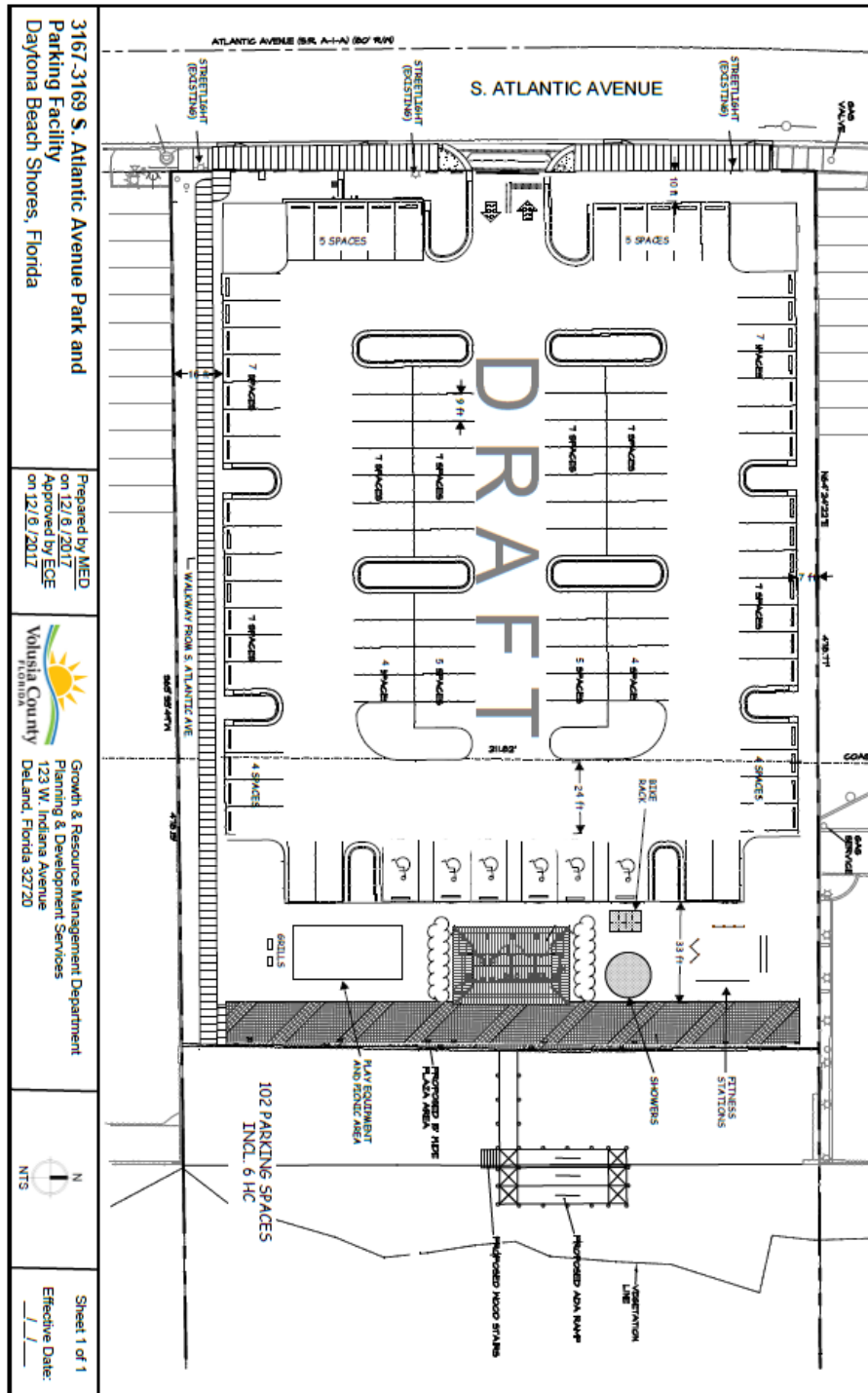
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# Exhibit "B"



3167-3169 S. Atlantic Avenue Park and  
 Parking Facility  
 Daytona Beach Shores, Florida

Prepared by MED  
 on 12/8/2017  
 Approved by ECE  
 on 12/9/2017

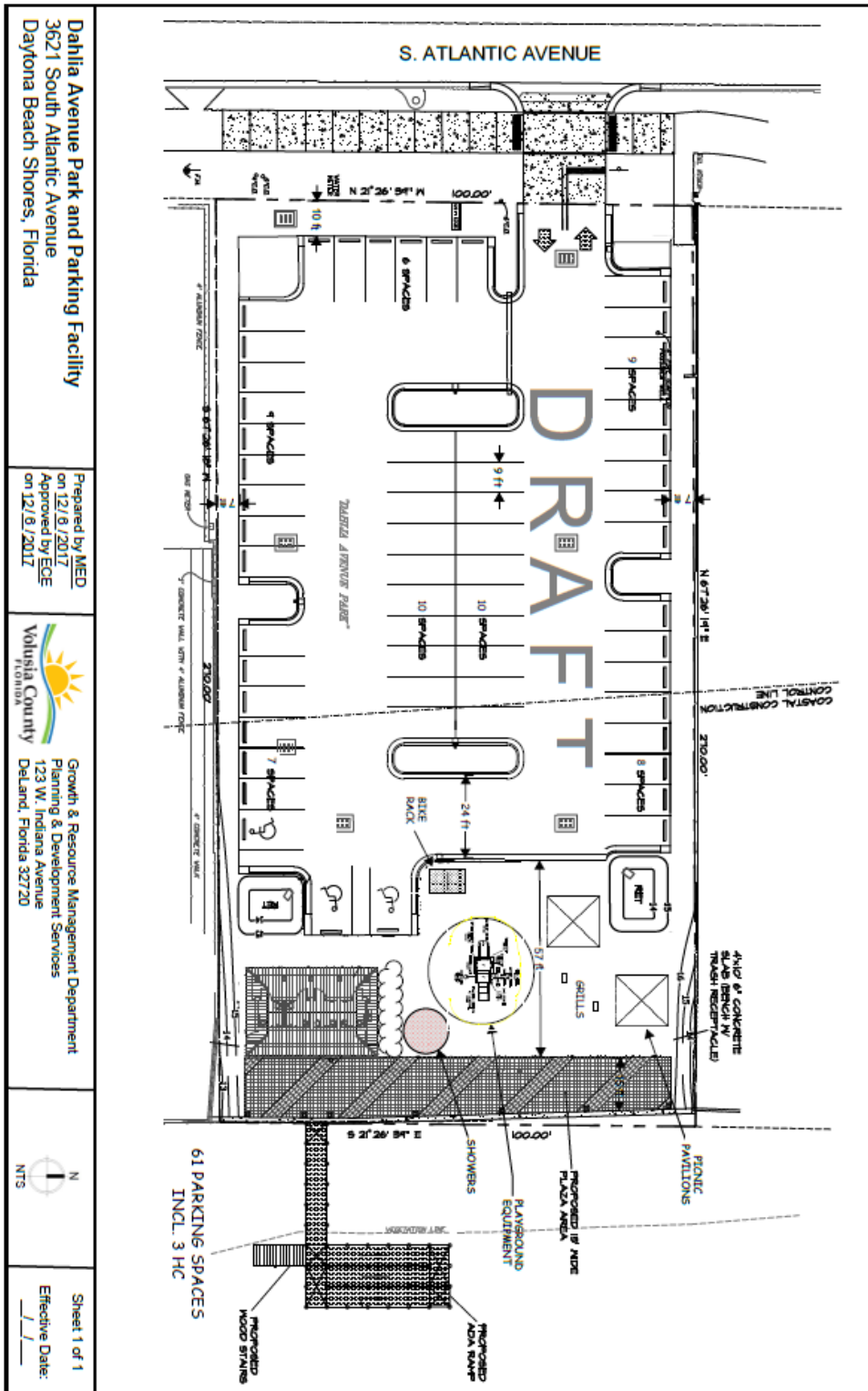


Growth & Resource Management Department  
 Planning & Development Services  
 123 W. Indiana Avenue  
 Deland, Florida 32720



Sheet 1 of 1  
 Effective Date:  
 / /

# Exhibit "C"



**Dahlia Avenue Park and Parking Facility**  
 3621 South Atlantic Avenue  
 Daytona Beach Shores, Florida

Prepared by MED  
 on 12/6/2017  
 Approved by ECE  
 on 12/6/2017



Growth & Resource Management Department  
 Planning & Development Services  
 123 W. Indiana Avenue  
 Deland, Florida 32720



Sheet 1 of 1  
 Effective Date: 1/1

## Council comments

## Audience remarks

## Items for the next agenda