



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING JANUARY 7, 2025

**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 Commission Chambers. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes December 10, 2024
 - B. City Commission Minutes December 20, 2024
- 7. CONSENT AGENDA:**

- A. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Creech Enterprises, Inc., dba Southeast Containers
- B. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Samsula Waste, Inc.
- C. Community Services Department Monthly Report - November 2024
- D. Approval of Contract for Towing Services

8. OLD BUSINESS:

- A. Ordinance 2024-23 Repeal of portions of Chapter 16.5

9. NEW BUSINESS:

- A. Resolution 2025-01: Proposed Fee Schedule Update (Building Permits)
- B. Agreement with the Tuscany Shores Condominium Association for the Removal of the Damaged Pedestrian Public Beach Access Dune Walkover & Patch Repair of the Condominium Seawall

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION 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 COMMISSION MEETING
December 10, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

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 Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Artwork Certificates Longstreet Elementary

Mayor Miller and the City Commissioners presented certificates to RJ Longstreet students.

6. APPROVAL OF MINUTES

A. City Commission Minutes November 12, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of November 12, 2024.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. Community Services Department Monthly Report - October 2024

B. October Public Safety report

C. September and October Executive Summary Financial Reports

D. Approval for Labor Law Legal Services with Allen Norton & Blue

- E. Approval of US Architectural & Sun Valley Lighting Purchase Request For Streetlight Fixtures

Mayor Miller inquired if this contract would include new Christmas lights. Dir. Cruz stated that it did not, but city staff were looking into new decorations for next year. The contract has ended with the current vendor for the Christmas displays. This contract is for the fixtures atop the light poles on S. Atlantic and Dunlawton Avenue.

- F. Approval of contract to purchase Sutphen fire engine

- G. Approval of Volusia County Transform 386 (CDBG-DR) grants: 1: \$3,709,767; 2: \$1,907,000

- H. Approval of a FEMA HMPG grant for \$90,000 for a Community Center Generator

- I. Approval of FEMA HMPG grant for \$329,568.75 for EOC Phase I

- J. Approval of Purchase of Emergency Response Trailer

- K. Approval Of Sewer Division Purchase Of A 2025 Ford F-350 Super Crew Cab Truck With Hydraulic Crane Add-On

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the consent agenda.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

- A. Ordinance 2024-22: Allowing Non-Conforming Land Use for Jet Set of Daytona at 2560 S. Atlantic Avenue

Attorney Vose read the ordinance by title only. City Planner Gwyn Herstein explained that there were no changes or additions since first reading.

COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2024-22 on second reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

9. NEW BUSINESS:

- A. Ordinance 2024-23 Repeal of portions of Chapter 16.5

Attorney Vose read the ordinance by title only. She explained that the proposed ordinance would bring the city's code up to date with current laws.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2024-23 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. Resolution 2024-23 Establishing Towing Rates

Attorney Vose read the resolution by title only. Director Fowler stated that the proposed resolution would mimic the County of Volusia's fee schedule for towing rates. It has been quite a few years since the rates were updated and these are an average for the surrounding area. The towing company will pay \$75 to the City for each tow they provide.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Resolution 2024-23 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

11. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander stated that he received a recent email regarding the Elected Officials beginner class that would be held in January. If anyone is interested in attending, please reach out to the City Clerk.

12. COMMISSION COMMENTS:

The entire City Commission wished the citizens Happy Holidays and felt the recent tree lighting was a huge success. Comm. Card recently visited a few businesses who were still struggling since Hurricane Milton to offer support. He thanked Director Irwin for allowing him to visit the Finance Department to learn more about it. He inquired if it was feasible to close City Hall at noon to allow the employees another half-day holiday. The others were in agreement.

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve adding closing City Hall at noon on Christmas Eve.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

Mayor Miller announced that Coffee with the Mayor the next day would have a holiday vibe to it. She reminded everyone that beginning in January, the Commission meetings were once a month on the first Tuesday of each month. The Coffee with the Mayor would be the following Wednesday. The winner of the Mayor's Fitness Challenge was Terry Savage who attended 57 classes.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

15. ADJOURNMENT:

The meeting ended at 6:45 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
December 20, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Stephan Dembinsky **Excused:** Commissioner Mark Card

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

2. NEW BUSINESS:

- A. Resolution 2024-24: Exempting Daytona Beach Shores from the requirements to exempt property taxes for certain affordable housing for those rented to households who earn between 80-120% of the Area Median Income pursuant to Section 196.1978(3)(o), Florida Statutes

Attorney Waters read the resolution by title only. Community Services Director Stewart Cruz had a short presentation. HB 7073 adopted earlier this year provides an option to opt out of the Live Local Act tax exemption for certain moderate income affordable housing units. Local governments must renew annually and forward to the Property Appraiser by January 1st. The Shimberg Center for Housing Studies Annual Report came out stating that there was a surplus in affordable housing in Volusia County. The County of Volusia unanimously passed a resolution yesterday, and staff recommended adopting Resolution 2024-24.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2024-24 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Stephan Dembinsky

3. ADJOURNMENT:

The meeting ended at 1:37 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB



City of Daytona Beach Shores
Community Services Department
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377
Fax (386) 763-5370

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

NON-EXCLUSIVE FRANCHISE PROGRAM OVERVIEW
**CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION**

1. Application packages for Construction & Demolition Debris and/or Recyclables Collection Non-Exclusive Franchises shall be submitted to the Community Services Department on the 2nd floor of City Hall at 2990 S. Atlantic Ave. or mailed to the address above for review.
2. Application packages must include:
 - A completed Non-Exclusive Franchise Application
 - A signed Non-Exclusive Franchise Agreement
 - An application fee of \$1,000 by check or in cash (check is preferred)
 - Documentation of required insurance and performance bond - Original Certificates required – See Application for more detail
 - Current Business Tax Receipt for the company
 - Disposal plan - Construction and demolition debris disposal site and/or recycling facility to be used
 - Company personnel policies as required – See Application for more detail
3. Once all submissions have been provided, the information will be presented to the City Commission for approval or denial.

Franchise fees shall be paid monthly and submitted to the City along with a **MONTHLY REPORTING FORM**. Each report and the accompanying payment shall be submitted by the tenth of each month by all franchisees even if there is no gross revenue received within the specified month. These shall be delivered to the City through Gwyn Herstein at the Community Services Department on the 2nd floor of City Hall at 2990 S. Atlantic Ave. or they may be mailed to the address listed above. Activity reports showing “no activity” may be faxed to (386) 763-5370 or e-mailed to gherstein@cityofdbs.org.

A **CAN DROP FORM** shall be submitted to the City by facsimile or e-mail each time a serviced business begins, ends, or alters their service.

Renewals: Non-exclusive franchises are valid for one year from date of issuance. To renew, each non-exclusive franchisee must submit updated insurance documentation (original certificates required), a newly-signed Application and Agreement, and renewal fee of \$1,000 to the City. Renewal applications shall be considered by the City Manager in the same manner as initial applications.

Please Note: The City’s residential and commercial solid waste franchisee, Waste Pro, has been granted a franchise by contract and its relationship with the City is established in its current contract which obligates Waste Pro to pay a 10% franchise fee on all commercial recycling and construction and demolition debris business.



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CITY OF DAYTONA BEACH SHORES

NON-EXCLUSIVE FRANCHISE APPLICATION

**CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION**

Applicant (Business): Creech Enterprises Inc dba Containers *Southwest*
Business Address: 2910 S. Nova Rd, South Daytona, FL 32119
Business Phone: 386-547-4182
Authorized Rep. Name & Title: Lowry Creech, v.p.
Authorized Rep. Contact Phone: 386-547-4185

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
- ☒ **Annual Application/Renewal Fee** of \$1,000.00 *chk # 1179*
- ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
- ☒ **Performance Bond** in the amount of \$10,500.00.
- ☒ **Business Tax Receipt:** current, in the company's name
- ☒ **Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- ☒ **Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances. *-unchanged see email*

The below statements require the applicant to read and initial the corresponding line:

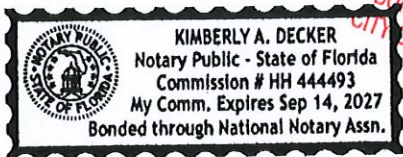
[Signature] **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and all applicable administrative rules.

L I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

L I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

L I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

L I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.



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CITY OF DAYTONA BEACH SHORES

[Signature]
Signature of Applicant

Vice president
Type of Authority for Business Named
Above (E.g. Officer, Trustee)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization this 16 day of December, 2024, by LOWRY CREECH
(Name of Person) as VP CREECH ENTERPRISES. The signer is personally known ✓ or
has produced the following identification .

[Signature: Kimberly A. Decker]
Signature of Notary Public

☒ Documentation reviewed as complete by the Community Services Director:

[Signature: Stewart Cruz] on 12-19-24
Stewart Cruz Date

☒ Approved for City Commission Agenda Inclusion by the City Manager:

[Signature: Kurt Swartzlander] on 12/20/24
Kurt Swartzlander Date

Action Taken by City Commission on - Approved Denied Continued
Date

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EXHIBIT "A"
List of Liquidated Damages

1. In the event the franchisee fails to perform in accordance with the provisions of this Ordinance 2009-07 and the franchise agreement, the CITY shall notify the franchisee in writing of such liquidated damage assessment stating the date of infraction, type of infraction and the amount of assessment for each infraction. Upon receipt of written notice to the franchisee by the City for levy of assessment the franchisee shall make full payment to the City within thirty (30) days from receipt of notice to the franchisee, not as a penalty, but as liquidated damages for such breach of Ordinance 2009-07 and the franchise agreement. In the event monies are due to the franchisee from the City, the City will remit to the franchisee any and all amounts due to the franchisee minus any liquidated damage assessments levied by City on the normal due date:

(a) Failure to collect missed customers by 6:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 6:00 P. M.

\$150.00 per incident, a maximum of \$150
Per truck per day

(b) Legitimate complaints over fifteen (15) in a single month.

\$20.00 per incident including the first fifteen (15)
\$25.00 per incident after the first fifteen (15).

(c) Collection of Construction & Demolition Debris or Commercial Recyclables before 6:00 A.M. or after 6:00 P. M.

\$300.00 per incident

(d) Failure to clean spillage other than hydraulic and other fluids of any type in accordance with franchise provisions.

\$200.00 per incident

(e) Failure to replace damaged commercial container within five (5) days, twenty four (24) hours for commercial toters.

\$100.00 per incident

(f) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location.

\$250.00 per incident

(g) Failure to repair damage to customer's property within seven (7) days

\$350.00 per incident

(h) Failure to provide clean, safe and sanitary equipment at beginning of each work schedule

\$500.00 per incident

(i) Failure to maintain office hours as required, Monday thru Friday 8:00 A.M. until 5:00 P.M. Saturday 8:00 A. M. until 12:00 noon.

\$200.00 per incident

(j) Equipment operator not properly licensed

\$500.00 per incident

(k) Failure to provide documents and reports in a timely and accurate manner as per agreement.

\$250.00 per incident

(l) Failure to cover materials, if appropriate, on all collection vehicles.

\$250.00 per incident

(m) Name and phone number not displayed on all equipment and containers.

\$250.00 per incident

(n) Failure to comply with employee roster, proper uniforms and employee identification as required by the Public Works Director.

\$300.00 per incident

(o) Not providing current schedule and route maps.

\$300.00 per incident

(p) Using improper equipment to service commercial customers.

\$250.00 per incident

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CITY OF DAYTONA BEACH SHORES

- (q) Failure to submit an audited financial statement by the prescribed date.

\$500.00 per incident

- (r) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" provided to the City from the franchisee.

\$300.00 per incident

- (s) Failure to complete a route on the regular collection day.

\$250.00 per day for each route not completed

- (t) Failure to provide proper notification prior to commercial route changes.

\$500.00 for route day not properly notified

- (u) Causing skid marks, spillage marks on roadways, private driveways or any thoroughfare within the service area.

\$300.00 per incident

- (v) Failure to follow established reporting operation or administrative procedures.

\$300.00 per incident

- (w) Failure to provide promotional and educational material and activities, advertisements and civic awareness programs once (1) annually to promote recycling and waste reduction.

\$1,000.00 per incident

- (x) Failure to maintain signs stating "Servicing the City of Daytona Beach Shores" on all collection and work vehicles while servicing the City.

\$250.00 per incident

- (y) Failure to comply with the current commercial schedules and routing maps.

\$250.00 per incident

- (z) Failure to provide monthly tonnage and recycling data reports.

\$250.00

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(aa) Failure to close gates on dumpster enclosures as well as container lids on commercial customer locations.

\$250.00 per incident

(bb) Causing hydraulic spills or leaks as well as any other fluids having potential damage or stain to asphalt, concrete or other roadway surfaces.

\$500.00 per incident

(cc) Franchisee's failure to provide the quantity of approved roster equipment within the City during the required collection days.

\$500.00 per incident

(dd) Failure to report accidents, damage, spillage to the City immediately and provide a copy of a written report in the same day to the City.

\$250.00 per incident

(ee) Loaded vehicles left standing on street unnecessarily.

\$150.00 per incident

(ff) Failure to drive in proper direction.

\$100.00 per incident

(gg) Failure to deliver Class III materials to an authorized Class III landfill.

\$250.00 per incident

2. Each complaint shall be well founded, unless satisfactory evidence to the contrary is furnished to the City by the franchisee within ten (10) business day of the complaint.

3. This provision shall not limit other claims of the City arising against the franchisee.

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

NON-EXCLUSIVE FRANCHISE PROGRAM OVERVIEW
CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION

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 - A signed Non-Exclusive Franchise Agreement
 - An application fee of \$1,000 by check or in cash (check is preferred)
 - Documentation of required insurance and performance bond - Original Certificates required – See Application for more detail
 - Current Business Tax Receipt for the company
 - Disposal plan - Construction and demolition debris disposal site and/or recycling facility to be used
 - Company personnel policies as required – See Application for more detail
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Please Note: The City’s residential and commercial solid waste franchisee, Waste Pro, has been granted a franchise by contract and its relationship with the City is established in its current contract which obligates Waste Pro to pay a 10% franchise fee on all commercial recycling and construction and demolition debris business.



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RECEIVED
DEC 20 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

NON-EXCLUSIVE FRANCHISE APPLICATION
CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION

Applicant (Business): Samsula Waste Inc.
Business Address: 363 S State Rd 415 NSB FL 32168
Business Phone: (386) 423-6769
Authorized Rep. Name & Title: Natasha McDonald; VP/Sec.
Authorized Rep. Contact Phone: (386) 423-6769

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
- ☒ **Annual Application/Renewal Fee** of \$1,000.00 check # 33349
- ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
- ☒ **Performance Bond** in the amount of \$10,500.00.
- ☒ **Business Tax Receipt:** current, in the company's name
- ☒ **Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- ☒ **Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

The below statements require the applicant to read and initial the corresponding line:

mm **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and all applicable administrative rules.

mm I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

mm I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

mm I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

mm I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

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CITY OF DAYTONA BEACH SHORES

D. McDonald

Signature of Applicant

VP/Sec.

Type of Authority for Business Named
Above (E.g. Officer, Trustee)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of December, 2024, by Natasha McDonald
(Name of Person) as VP/Sec.. The signer is personally known ☒ or
has produced the following identification _____.

[Signature]

Signature of Notary Public

☒ Documentation reviewed as complete by the Community Services Director:

Stewart Cruz on 12-20-24
Stewart Cruz Date

☒ Approved for City Commission Agenda Inclusion by the City Manager:

Kurt Swartzlander on 12/20/24
Kurt Swartzlander Date

Action Taken by City Commission on _____ - Approved Denied Continued
Date

EXHIBIT "A"
List of Liquidated Damages

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CITY OF DAYTONA BEACH, FLORIDA

1. In the event the franchisee fails to perform in accordance with the provisions of this Ordinance 2009-07 and the franchise agreement, the CITY shall notify the franchisee in writing of such liquidated damage assessment stating the date of infraction, type of infraction and the amount of assessment for each infraction. Upon receipt of written notice to the franchisee by the City for levy of assessment the franchisee shall make full payment to the City within thirty (30) days from receipt of notice to the franchisee, not as a penalty, but as liquidated damages for such breach of Ordinance 2009-07 and the franchise agreement. In the event monies are due to the franchisee from the City, the City will remit to the franchisee any and all amounts due to the franchisee minus any liquidated damage assessments levied by City on the normal due date:

(a) Failure to collect missed customers by 6:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 6:00 P. M.

\$150.00 per incident, a maximum of \$150
Per truck per day

(b) Legitimate complaints over fifteen (15) in a single month.

\$20.00 per incident including the first fifteen (15)
\$25.00 per incident after the first fifteen (15).

(c) Collection of Construction & Demolition Debris or Commercial Recyclables before 6:00 A.M. or after 6:00 P. M.

\$300.00 per incident

(d) Failure to clean spillage other than hydraulic and other fluids of any type in accordance with franchise provisions.

\$200.00 per incident

(e) Failure to replace damaged commercial container within five (5) days, twenty four (24) hours for commercial toters.

\$100.00 per incident

(f) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location.

\$250.00 per incident

(g) Failure to repair damage to customer's property within seven (7) days

\$350.00 per incident

(h) Failure to provide clean, safe and sanitary equipment at beginning of each work schedule

\$500.00 per incident

(i) Failure to maintain office hours as required, Monday thru Friday 8:00 A.M. until 5:00 P.M. Saturday 8:00 A. M. until 12:00 noon.

\$200.00 per incident

(j) Equipment operator not properly licensed

\$500.00 per incident

(k) Failure to provide documents and reports in a timely and accurate manner as per agreement.

\$250.00 per incident

(l) Failure to cover materials, if appropriate, on all collection vehicles.

\$250.00 per incident

(m) Name and phone number not displayed on all equipment and containers.

\$250.00 per incident

(n) Failure to comply with employee roster, proper uniforms and employee identification as required by the Public Works Director.

\$300.00 per incident

(o) Not providing current schedule and route maps.

\$300.00 per incident

(p) Using improper equipment to service commercial customers.

\$250.00 per incident

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CITY OF DAYTONA BEACH SHORES

(q) Failure to submit an audited financial statement by the prescribed date.

\$500.00 per incident

(r) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" provided to the City from the franchisee.

\$300.00 per incident

(s) Failure to complete a route on the regular collection day.

\$250.00 per day for each route not completed

(t) Failure to provide proper notification prior to commercial route changes.

\$500.00 for route day not properly notified

(u) Causing skid marks, spillage marks on roadways, private driveways or any thoroughfare within the service area.

\$300.00 per incident

(v) Failure to follow established reporting operation or administrative procedures.

\$300.00 per incident

(w) Failure to provide promotional and educational material and activities, advertisements and civic awareness programs once (1) annually to promote recycling and waste reduction.

\$1,000.00 per incident

(x) Failure to maintain signs stating "Servicing the City of Daytona Beach Shores" on all collection and work vehicles while servicing the City.

\$250.00 per incident

(y) Failure to comply with the current commercial schedules and routing maps.

\$250.00 per incident

(z) Failure to provide monthly tonnage and recycling data reports.

\$250.00

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CITY OF DAYTONA BEACH SHORES

(aa) Failure to close gates on dumpster enclosures as well as container lids on commercial customer locations.

\$250.00 per incident

(bb) Causing hydraulic spills or leaks as well as any other fluids having potential damage or stain to asphalt, concrete or other roadway surfaces.

\$500.00 per incident

(cc) Franchisee's failure to provide the quantity of approved roster equipment within the City during the required collection days.

\$500.00 per incident

(dd) Failure to report accidents, damage, spillage to the City immediately and provide a copy of a written report in the same day to the City.

\$250.00 per incident

(ee) Loaded vehicles left standing on street unnecessarily.

\$150.00 per incident

(ff) Failure to drive in proper direction.

\$100.00 per incident

(gg) Failure to deliver Class III materials to an authorized Class III landfill.

\$250.00 per incident

2. Each complaint shall be well founded, unless satisfactory evidence to the contrary is furnished to the City by the franchisee within ten (10) business day of the complaint.

3. This provision shall not limit other claims of the City arising against the franchisee.

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CITY OF DAYTONA BEACH SHORES



**CITY COMMISSION AGENDA MEMORANDUM
JANUARY 7, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - November 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval.

ATTACHMENT:

1. CSD Public Works & Sewer Divisions Montly Report - November 2024
2. CSD Planning & Building Divisions Montly Report - November 2024

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - NOVEMBER 2024

FACILITIES MAINTENANCE DIVISION:

This division will now has four positions, the custodial positions have been moved from the Community Center Department to the Community Services Department. There will be two building maintenance employees and two custodial positions. The department is currently down one custodial 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 within the staff's capabilities. The facilities staff has an HVAC certification therefore certain related repairs can be performed inhouse. Among other things, Staff pressure wash buildings, clean window exteriors, paint, lubricate the locks, deliver water jugs and perform any other general maintenance needed with the city buildings and city owned properties. Tasks outside the expertise of the staff are contracted to third party specialists. The custodial positions are responsible for assisting with setting up and cleaning rooms for all rentals at the Community Center, janitorial type duties like emptying trash, cleaning of bathrooms in all the buildings, vacuuming and mopping floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs.

Additionally, this month:

- Community Center: Some AC issues, started putting up holiday decorations, set up and break down for election, drain the condensation tanks in ceiling units, assisted with irrigation valve, removed and re-hang TVs

- Public Works: Garage door repairs called in, install wall mounts for hanging spreaders
- Public Safety: Chiller problems continue, install grease fittings to repair security gates, met tint company to tint windows in the lobby
- City Hall: Assisted with taking down storm shutters, tried to fix second floor AC board, ordered AC cover for roof

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician, we are currently down only one Maintenance Worker position.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City 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, checking and repairing beach walkovers 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:

- Started installing holiday decorations around the city buildings and other city properties
- Barricaded off closed walkovers
- Trouble shot water pressure issue at Dahlia Park
- Finished up rehab of St. Kitts Park and walkover
- Set up, helped and broke down the city cookout event

- Repaired potholes behind Mikes Gifts 3500 S. Atlantic
- Replaced several street trash can liners
- Worked on broken valve in the Community Center parking lot
- Assisted with set ups at the Community Center
- Repaired a sprinkler valve zone on Florida Shores Boulevard
- Assisted hanging large TVs at the Community Center
- Tightened all the hardware on the gazebos on the tennis courts

Electrician:

- Electrical Locates: 46
- Continued repairs on decorative streetlights
- Fixed the GFCI receptable at Public Safety complex
- Installed security cameras at station 3
- Fixed decorative lights control panel #7 door
- Replaced the ballast and lamps and shower fixtures in public works
- Fixed bollard lights in Public Safety complex
- Ran cable from the dog kennel to the mechanical room and installed a camera
- Fabricated replacement light sockets at Sewer Station 1
- Fixed emergency lights at Public Safety building
- Hung fixtures at community center that were removed before hurricane
- Ran cable, wire mold and circuits for new dispatch monitors
- Fixed a neutral problem at Sewer Station 1
- Helped fix Christmas tree lights at the community center
- Fixed receptables and decorations not lighting
- Retrofit parking lot light poles to accept corn cop LED lamp, bypassed the ballast and install a new socket

SEWER DIVISION:

This division currently has all four positions

Normal monthly duties:

This division maintains and inspects 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 the Finance Department every month, performs cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Sewer locates – 73
- Sewer credit meter read – 0
- Replaced the muffler on the Master Station bypass pump
- Assisted in fixing a loose neutral wire at Sewer Station 1
- Fixed a vibration in Sewer Station 5 pump
- Changed out the battery in station 6 generator
- Replaced the receptacles at Sewer Station 1
- Fixed a crack in the manhole at 3873 S. Atlantic Avenue
- Changed a generator battery and installed a battery back up on the TV trailer
- Fixed sewer force main for Sewer Station 13

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – November, 2024

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 Submitted this Fiscal Year: 0
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 0
 Approved by City Commission this Month: 1
 Approved by City Commission this Fiscal Year: 1
 Amendments Approved by Staff this Fiscal Year: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Brown Residence	3855 South Atlantic Avenue, Unit G3	11/1	Replace kitchen cabinets, tops, interior door slabs	\$30,000.00	\$570.81
Didonna Residence	3 Oceans West Boulevard, Unit 1C2	11/4	Replace insulation and drywall	\$10,000.00	\$112.00
Sunglow Resort Condo	3647 South Atlantic Avenue	11/4	Modified bitumen roof repairs	\$35,900.00	\$6.64
High Tides Smoke Shop	3114 South Atlantic Avenue	11/5	Install tapered roof system, base sheet and screw plates	\$29,000.00	\$5.67
2120 S. Atlantic Ave. LLC	2120 South Atlantic Avenue	11/5	Exterior stucco, siding and soffit repairs	\$36,000.00	\$272.45
Wilkes Residence	3311 South Atlantic Avenue, Unit 1401	11/5	Install 10 electric roll down hurricane shutters	\$33,423.00	\$260.88
Fratelli's Pizzeria	2328 South Atlantic Avenue	11/5	Re-roof shingle and flat roofs	\$11,000.00	\$4.00
Oceans Five Condo	2987 South Atlantic Avenue	11/5	Partial replacement of concrete driveway	\$58,000.00	\$397.60
Willson Residence	3043 South Atlantic Avenue, Unit 401	11/5	Replace 2 sliding glass doors	\$14,625.00	\$154.75
Gjessing Residence	3722 Cardinal Boulevard	11/7	Install new modified rolled rubber roof	\$12,960.00	\$4.00
Sabbas Residence	3003 South Atlantic Avenue, Unit 17C6	11/8	Remodel kitchen and 2 bathrooms	\$45,000.00	\$232.64

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Fuest Residence	3315 South Atlantic Avenue, Unit 1208	11/8	Replace 11 windows	\$28,352.00	\$232.43
Hanna Residence	3051 South Atlantic Avenue, Unit 1904	11/8	Replace 6 windows	\$18,289.00	\$177.58
Youssef Residence	3051 South Atlantic Avenue, Unit 205	11/8	Replace 7 windows	\$19,792.00	\$182.96
Adams Residence	3051 South Atlantic Avenue, Unit 2201	11/8	Replace 8 windows and 1 sliding glass door	\$36,289.00	\$277.92
Dryer Residence	2937 South Atlantic Avenue, Unit 1902	11/8	Replace 3 sliding glass doors	\$27,650.00	\$226.83
Sauleda Residence	2937 South Atlantic Avenue, Unit 1101	11/8	Replace 4 sliding glass doors	\$38,649.00	\$289.41
Brown Residence	3855 South Atlantic Avenue, Unit G3	11/8	Replace 1 sliding glass door	\$11,483.00	\$129.10
St. Croix Condo	3145 South Atlantic Avenue	11/8	Replace 2 windows	\$16,561.00	\$166.82
Oceans Terrace Club	3800 South Atlantic Avenue	11/12	Repair 3055 square feet of damaged roof	\$58,250.00	\$9.83
Gribble Residence	2947 South Atlantic Avenue, Unit 306	11/12	Replace 6 windows and 2 sliding glass doors	\$26,930.00	\$221.24
Cherry Hill Ice Cream	138 Beachcomber Street	11/12	Remove damaged roof, install TPO roof system	\$65,000.00	\$10.67
Lau Residence	3703 South Atlantic Avenue, Unit 501	11/13	Change out 4 ton HVAC system	\$11,117.00	\$117.10
Gummey Residence	3 Oceans West Boulevard, Unit 6C5	11/13	Change out 3 ton HVAC system	\$12,355.00	\$123.70
Fash Residence	3703 South Atlantic Avenue, Unit 1002	11/13	Change out 5 ton HVAC system	\$13,133.00	\$130.30
Lory Residence	2515 South Atlantic Avenue, Unit 710	11/14	Replace 1 door	\$15,250.00	\$161.50
Price Residence	2515 South Atlantic Avenue, Unit 802	11/14	Replace 1 door	\$17,425.00	\$172.20
Tackes Residence	3703 South Atlantic Avenue, Unit 502	11/14	Tub to shower conversion, new vanity	\$10,000.00	\$112.00
Durden Residence	2987 South Atlantic Avenue, Unit 1006	11/14	Remodel kitchen, replace guest bath vanity	\$21,500.00	\$193.73
Fantasy Island II	3175 South Atlantic Avenue	11/14	Replace insulation and drywall, kitchen cabinets	\$30,000.00	\$5.81
Krieger Residence	2515 South Atlantic Avenue, Unit 909	11/15	Remodel kitchen and master bathroom	\$120,500.00	\$720.32
Vitulano Residence	2902 South Peninsula Drive	11/18	Construct new residential inground pool and spa	\$100,000.00	\$986.53
VanGordon Residence	2828 South Atlantic Avenue	11/18	Plumbing for new residential swimming pool	\$10,000.00	\$47.50
Haubrich Residence	2937 South Atlantic Avenue, Unit 1207	11/18	Replace 1 window and 2 sliding glass doors	\$43,800.00	\$317.89
LIV Condos	3635 South Atlantic Avenue	11/19	New vinyl seawall with concrete cap	\$675,400.00	\$64.42

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Publix Super Markets	3044 South Atlantic Avenue	11/20	Replace interior case and rack condenser	\$508,435.00	\$2,417.86
Blair Residence	3555 South Atlantic Avenue, Unit 305	11/20	Kitchen and bathroom remodel	\$18,000.00	\$172.20
Gwyn Residence	3003 South Atlantic Avenue, Unit 10A2	11/20	Change out 3.5 ton heat pump package unit	\$10,145.00	\$110.50
Ocean Vistas	1925 South Atlantic Avenue	11/20	Replace 8.5 ton package unit	\$34,141.00	\$6.69
Peel Residence	1925 South Atlantic Avenue, Unit 707	11/20	Remodel kitchen and 3 bathrooms	\$34,500.00	\$266.60
Castelot Residence	108 Seaway Avenue	11/21	Re-roof shingle and flat roofs	\$11,435.00	\$4.00
Perennial Vacation Club	2525 South Atlantic Avenue	11/21	Remove failed roof, install PVC vented roof	\$643,420.00	\$62.62
Hunt Residence	2 Oceans West Boulevard, Unit 1403	11/25	Replace kitchen cabinets	\$16,493.00	\$166.82
Kennedy Residence	2937 South Atlantic Avenue, Unit 1107	11/26	Remodel kitchen and guest bathroom	\$14,000.00	\$146.20
WLW Capital LLC	3738 South Atlantic Avenue	11/26	Replace manually fastened 60 mil TPO fully adhered roof	\$33,000.00	\$6.23
Makarova Residence	2937 South Atlantic Avenue, Unit 1505	11/27	Replace 2 sliding glass doors	\$18,500.00	\$177.58
Ferrer Residence	3051 South Atlantic Avenue, Unit 1605	11/27	Replace 4 windows and 1 sliding glass door	\$16,439.00	\$166.82
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,102,141.00	\$10,803.35

Building Division Revenue by Permit Category:

PERMIT TYPE	November 2024	FISCAL YEAR-TO-DATE 2024 TO 2025	NOVEMBER 2023	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
BUILDING	\$9,862.28	\$26,420.47	\$16,293.99	\$40,013.38
ROOF	\$980.22	\$1,821.28	\$7,401.83	\$9,069.68
DEMOLITION	\$0.00	\$0.00	\$220.00	\$220.00
ELECTRICAL	\$2,526.24	\$6,012.89	\$1,679.25	\$4,494.12
MECHANICAL	\$6,281.29	\$12,833.22	\$2,182.81	\$9,510.23
PLUMBING	\$2,253.50	\$4,198.51	\$2,987.25	\$6,160.50
SIGN	\$54.50	\$54.50	\$346.47	\$804.47
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$204.00	\$400.50	\$412.23	\$652.83
DEVELOPMENT FEES	\$245.00	\$685.00	\$2,424.44	\$2,659.44

PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$22,407.03	\$52,426.37	\$33,948.27	\$73,584.65

Building Division Activities:

ACTIVITY	NOVEMBER 2024	FISCAL YEAR-TO-DATE 2024 TO 2025	NOVEMBER 2023	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
INSPECTIONS	{256} + [12] = 268	466	{185} + [141] = 326	660
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	1	1
FINAL INSPECTIONS	{165} + [10] = 175	339	{129} + [83] = 212	432
FAILED INSPECTIONS	{23} + [1] = 24	35	{22} + [26] = 48	73

NOTE: { } indicates City inspection; [] indicates Universal Engineering Services inspection

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

Projects Begun Current Fiscal Year-to-Date – 2024 to Present: \$7,351,459.00

Projects Begun Last Fiscal Year – 2023 to 2024: \$53,732,123.00

Projects Begun Two Fiscal Years Ago – 2022 to 2023: \$88,785,455.00



CITY COMMISSION AGENDA MEMORANDUM JANUARY 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: Approval of Contract for Towing Services

SYNOPSIS:

This contract is for towing services provided by Arrow Wrecker for the City of Daytona Beach Shores. The contract is four years in length. Arrow will pay the city \$75.41 for each vehicle towed, and follow the city's fee schedule as adopted by commission.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Arrow Services and Towing was the sole bidder for an advertised Request for Qualifications for Wrecker Services, identified as RFQ # 2024-08-01, and the City Manager has determined, pursuant to Section 2-9(j), Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contracted services are in the best interest of the City.

In addition to being the sole bidder, Arrow has been providing towing services under a temporary contract since the city terminated its contract with the previous vendor. Arrow's services have met all expectations.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move we approve the item as presented on consent.

ATTACHMENT: 1. Towing contract 2025

**AGREEMENT BETWEEN THE CITY OF DAYTONA BEACH SHORES
AND ARROW SERVICES AND TOWING FOR WRECKER SERVICES**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this 26th day of December, 2024, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a municipal corporation of the State of Florida (the "City"), whose mailing address is 3048 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, and ARROW SERVICES AND TOWING, a towing company (hereinafter referred to as "Contractor" or "Towing Company"), whose address is 541 Carswell Ave, Holly Hill, Florida 32117. The City and Contractor may be collectively referred to hereinafter as the "Parties."

W I T N E S S E T H:

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of providing Wrecker Services in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the sole bidder for an advertised Request for Qualifications for Wrecker Services, identified as RFQ # 2024-08-01, and the City Manager has determined, pursuant to Section 2-9(j), Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and form a material part of this Agreement upon which the parties have relied.

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

3. Scope of Agreement. The Contractor shall provide the following services to the City:

a. The Contractor shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City Limits of the City of Daytona Beach Shores when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.

b. When authorized by a representative of the City, the Contractor shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the provisions of the Code of Ordinances of the City of Daytona Beach Shores or Florida law or are otherwise required to be moved by or at the direction of a public safety officer, from the point of origin to the place of business of the Contractor and at a rate not greater than the applicable maximum rate specified herein, and provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter from

the scene of an accident to a location within the City, as designated by the owner, other than the place of business of the Contractor.

c. When authorized by a representative of the City, the Contractor shall, at no charge to City, tow and/or store (1) Police and Fire vehicles; (2) Vehicles seized under the Florida Contraband Forfeiture Act, Chapter 932, Florida Statutes, (3) Vehicles initially towed to the police department which are held for evidence to include THI vehicles.

d. All City owned or leased vehicles shall be towed and/or serviced at no charge, excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing. If a City owned or leased vehicle becomes disabled within a 50-mile radius of the City Limits, Contractor shall tow the vehicle to any location within the City, as directed by the City.

e. If a City owned or leased vehicle gets a flat tire anywhere within Volusia County, Contractor shall change the flat tire at no charge to the City.

f. The Contractor shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.

g. The Towing Company guarantees that towing/wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that Towing Company personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least ninety five percent (95%) of all calls, it will be at the requested location within the city limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining five percent (5%) of calls, a wrecker will be at the location within thirty (30) minutes.

h. The Towing Company shall answer expeditiously all calls from the City for on-scene service at accidents and shall immediately remove all obstructions caused by accidents and provide for cleanups even if actual towing is not required.

i. Upon request, the Towing Company shall provide the City with reasonable assistance in the examination of motor vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the law enforcement authorities.

j. All services rendered by the wrecker under this Section shall be at no expense to the City, unless specifically provided otherwise. This shall not prevent the Towing Company from charging the owner of the motor vehicle for such services according to the rates provided in Section 5.

k. In the event the Contractor is unable to respond to a call during the term of this Agreement, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from another wrecker company licensed in the City. In such cases, the substitute wrecker must comply with the terms of this Agreement.

4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that is first written above. This Agreement has a Term of one (1) year and may be renewed for up to three (3) additional one (1) year Terms, upon agreement of the parties in writing.

5. Compensation. In consideration of the Towing Company being the City's exclusive towing company for the services set forth herein for the term of this Agreement, the Towing Company shall pay \$75.41 per tow to the City. The total for the prior month's tows will be due on the first day of each month thereafter, for as long as this Agreement is in effect. The Contractor may charge of the vehicle being stored the rates listed below, provided that:

a. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.

b. An increase in the maximum rates specified herein may be negotiated at the end of each term covered by this Agreement, along with a corresponding increase in payment to the City.

c. The towing/servicing of City owned or leased vehicles shall be as outlined in Section 3.

d. The maximum rates to be charged the owner for towing and storage of any motor vehicle or trailer towed at the direction of the City shall be as set forth in Exhibit "A" attached hereto.

e. On any vehicle seized for forfeiture, only the minimum initial tow charge will apply. There will be no service fees or letter fees added.

f. The Contractor agrees to tow abandoned or junked vehicles at no charge to the City, and the City shall surrender all salvage rights for the vehicle to the Contractor and shall retain no liens upon the vehicle.

g. If the registered owner or other legally authorized person in control of the vehicle shall arrive at the scene prior to removal or towing of a vehicle which is illegally parked or otherwise subject to towing, the vehicle shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle without interference, upon the payment of a reasonable service fee of not more than one-half of the rate prescribed above.

h. No other charges or fees, other than those specified and authorized in this Agreement, are allowed for services provided under this Agreement.

6. **Rates Charged to the City.** The City shall not be charged for any services rendered to it under this Agreement except as specifically provided in this Agreement.

7. **Prohibited Charges.** The services called for in Section 3 shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City, nor shall the City in such a case, be responsible for payment of a tow charge or storage costs.

8. **Salvage Rights.** In consideration for the services to be provided by the Contractor, under the terms of this Agreement, the City hereby grants the Contractor all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined herein excluding those vehicles seized and held for possible forfeiture by the City. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture or law enforcement investigation.

9. **Storage Facilities.**

a. The Contractor shall maintain a storage garage and/or outside storage facility complying with applicable building and zoning regulations. Such storage facility shall:

- 1) contain a minimum of twenty-five (25) spaces in an area which is completely fenced;
- 2) have available a minimum of four (4) spaces inside a building for the storing of vehicles which require law enforcement processing. These spaces shall be maintained to provide protection from the weather and security to preserve chain of custody for vehicles which require a law enforcement processing, and
- 3) be located within ten (10) miles of the City Limits of the City.

b. Contractor shall have an employee on duty at said storage facility twenty-four (24) hours a day, seven (7) days a week, including holidays.

c. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract; storage facilities shall be subject to periodic inspections at any time by the City during the term of this Agreement when deemed necessary by the City to ensure compliance with this Agreement. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Contractor shall remedy the same within ten (10) days of receipt of such notice. Upon failure of the Contractor to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 25 of this Agreement. A repeated breach shall result in the City exercising its right to terminate the Agreement.

d. Vehicles which have been marked "HOLD" for investigative or forfeiture purposes by the City shall be held at the storage facility, unless indicated otherwise, for

however long is necessary to properly process the vehicle and finish the investigation, at no charge to the City. City personnel shall be permitted access to such vehicles at any time. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", an administrative fee for compliance with statutory notice requirements may be charged after the first forty-eight (48) hours so long as the wrecker service has complied with the requirements of controlling State law including, but not limited to, execution and mailing of the lien notice.

10. Towing Company Equipment and Personnel.

a. The Contractor shall, during the term of this Agreement, own or lease, in its name, a minimum of three (3) wreckers to provide the services as provided in this Agreement. The Towing Company name shall be prominently displayed on the vehicles. The wreckers must include: at least one Class A wrecker, at least one Class B wrecker and at least one Class C wrecker as determined by the City. The wreckers of the Towing Company shall meet the requirements and specifications established by the City.

b. No owner, partner, employee, or agent of the Contractor shall have been:

- 1) convicted of any felony when the person's civil rights have not been restored;
- 2) convicted of any felony, misdemeanor, or municipal ordinance violation directly related to the business of operating a wrecker, regardless of whether civil rights have been restored. For the purpose of this Section, any offense involving perjury, false statement, or dishonesty shall also be considered to be directly related to the business of operating a wrecker.
- 3) For the purposes of this Section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a verdict of guilty when adjudication is withheld and the accused is placed on probation.

c. The Contractor shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.

11. Radio Communications. The Contractor shall provide a two-way radio communication system between its office and all tow trucks operated by the Contractor. The towing company shall maintain a direct telephone line for incoming police calls.

12. Non-Exclusiveness of Service. The Contractor agrees that the owner or person in possession of any vehicle, which has been incapacitated, shall have the opportunity of contacting

a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. Benefits From Repairs. The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility shall state the repairs/painting to be accomplished as well as the price and terms of payment therefor.

14. Liability of the Contractor. The liability of the Contractor for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the law enforcement authority in charge.

15. Personal Property in Vehicles. To the extent provided by law, the Contractor shall be accountable and liable for any damage to or loss of personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall provide a receipt to the Towing Company for the same.

16. Release of the Vehicle. The Contractor agrees to release any vehicle which has not been marked "HOLD" to the proper owner or person entitled to possession of the vehicle. Any vehicle which has been marked "HOLD" by the City cannot be released without prior written authority from the City. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle. The storage facility must be open for the purpose of redemption of vehicles on any day that the Towing Company is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within one hour. The Towing Company shall deliver to the City by 9:00 a. m. daily or such other time period designated by the City a report of all vehicles released the previous day.

17. Posting Charges. The Contractor shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background which lists the charges to be imposed upon persons whose vehicles are towed

pursuant to this Agreement. As to such persons, the Contractor shall not impose any charges that exceed the amounts listed in Section 5.

18. Itemized Statements. Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. Indemnification. The Contractor shall indemnify and hold harmless the City and its agents, officers and employees from and against all claims, damages, losses and expenses including, but not limited to, attorney's fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them, or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

20. Insurance.

a. **Required Insurance:** The Contractor shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and from companies satisfactory to the City:

- 1) **Worker's Compensation Insurance** for all employees and subcontractors of the Towing Company connected with the work which is the subject of this Agreement. The insurance required by this subsection shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.
- 2) **Liability Insurance:** General Liability Insurance, including coverage for operations, products-completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Section 18. The Liability Insurance shall name the City as an additional insured. The General and Automobile liability insurance shall each have a limit of liability of no less than \$1,000,000 for injury or death and no less than \$2,000,000 for injury or death to two or more persons as a result of any one occurrence and no less

than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If the insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$3,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

- 3) **Garage Keepers Legal Liability Insurance:** Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City.

b. **Proof of Insurance:** The Contractor shall furnish proof of insurance acceptable to the City prior to the execution of this Agreement and the Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than ten (10) days' advance written notice to:

ATTN: City Manager
City of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, Florida 32118

If requested by the City, the Contractor shall furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates ten (10) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. Records, Books, and Payment. The City reserves the right, during normal business hours to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to City on the first day of each month for the duration of this Agreement. Copies of all wrecker company paid invoices for services provided each month as a result of this Agreement

shall be submitted with the monthly payment, if requested by the City. Such invoices may be in the form of a computer printout.

a. The Contractor shall maintain for at least three (3) years, following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:

- 1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- 2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the City every twenty-four (24) hours, or such other time period as authorized in writing by the City, describing each vehicle by make, year, model, VIN and Tag Number.
- 3) The records shall be submitted on computer disc if it proves logistically feasible, upon approval of the City.

b. The Contractor shall provide facsimile machines, as approved by City, capable of transmitting documents between the City and the Towing Company.

c. The Contractor shall comply with all laws of the State or Florida relating to public records as directed by the City.

22. Right to Cancel a Service Call. The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the law enforcement radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. Compliance With Laws and Rules. The Contractor agrees to and shall comply with all applicable provisions of Federal and Florida law, all applicable City ordinances, and the Rules of the Daytona Beach Shores Public Safety Department, as amended from time to time, unless otherwise provided by this Agreement.

24. Cash Bond. Prior to the effective commencement date of this Agreement, the Contractor shall post a cash or surety performance bond in the amount of two thousand dollars (\$2,000) with the City, to be used by the City, in the event:

a. The Towing Company fails to render services as provided under this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles, **OR**

b. The Towing Company breaches the terms of this Agreement, and the Agreement is terminated by the City as provided in Section 25 for the purpose of defraying the cost of rebidding this Agreement.

25. Breach of Agreement.

a. It shall be the right of the City Manager, and any officials of the City which the City Manager may designate, to observe closely the wrecker service operations and, if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) days the Towing Company has not eliminated the condition considered to be a breach of contract, the City may immediately terminate this Agreement by providing the Contractor with a letter of termination by certified mail, return receipt requested. The City's right to further remedial action shall not be waived in the event the City decides to pursue any other lesser remedial action than termination of this Agreement.

b. In addition to terminating this Agreement, the City may recover from the cash or surety bond any and all administrative costs incurred as provided by Section 24.

c. The City may, if it so elects, pursue any other remedies provided by Florida law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or not hereafter existing at law or at equity or by statute.

26. Misleading, Dishonest and Illegal Practices. The Contractor warrants that it will not engage in any misleading, dishonest or illegal practices with regard to the vehicles towed pursuant to this Agreement. Engaging in misleading, dishonest or illegal practices shall be deemed a violation and breach of this Agreement. The City shall promptly notify the Towing Company of an alleged violation and breach. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future within the twenty-four (24) hour period, the violation may be reported to the City Council for termination of this Agreement or other appropriate action as provided in Section 25. The City reserves the right to terminate this Agreement if it determines such action to be in the public interest.

27. Public Records Compliance. The Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118.**

28. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Fla. Stat., or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

29. Compliance/Consistency with Section 768.28, Fla. Stat. Nothing in this Agreement shall be construed as a waiver of City's sovereign immunity, or a waiver of the liability limits consistent with the requirements of Section 768.28, Fla. Stat. or the procedural requirements set forth therein. Any purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

30. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

31. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

32. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

33. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

34. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

35. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

36. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

37. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

38. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

39. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

40. Venue and Jurisdiction. This Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

41. Entire Agreement/Modification. This Agreement, together with the exhibit(s), constitutes the entire integrated Agreement between the City and the Contractor and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. This Agreement may only be amended, supplemented or modified by a formal written amendment.

42. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

43. Waiver. The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

44. **Captions.** The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

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

46. **Remedies.** The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

47. **Interpretation.** This Agreement is the result of *bona fide* arms' length negotiations between the City and Contractor, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 39 above and that the facts stated in it are true.

ARROW SERVICES AND TOWING
Contractor



Print Name: Amanda Balboa
Print Title: Treasurer - CFO

Attest:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Kurt Swartzlander, City Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF DAYTONA BEACH SHORES ONLY:**

Vose Law Firm, City Attorney

EXHIBIT A

(1) Class A vehicles (gross vehicle weight rating at 5,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):

a. Trespass tow (flat rate)	\$135.00
b. Nonconsensual tow	\$150.00
c. Trespass or nonconsensual tow, per mile over initial ten miles ¹ , per full extra mile\$5.00	
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, 15-minute block	\$35.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$40.00
f. Immobilization	\$75.00
g. Trespass tow outside storage, per day	\$30.00
h. Nonconsensual tow outside storage, per day	\$35.00

(2) Class B vehicles (gross vehicle weight rating at 6,000 pounds or more, but less than 15,000 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):

a. Trespass tow (flat rate)	\$300.00
b. Nonconsensual tow	\$350.00
c. Trespass or nonconsensual tow, per mile over initial ten miles ² , per full extra mile\$6.00	
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	\$70.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$50.00
f. Immobilization	\$75.00
g. Outside storage, per day	\$50.00

¹ Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

² Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

(3) Class C vehicles (gross vehicle weight rating at 15,001 or more pounds, but less than 25,999 pounds or vehicle carrying a vessel more than 22 feet in length):

a. Trespass tow (flat rate)	\$450.00
b. Nonconsensual tow	\$500.00
c. Nonconsensual tow, per mile over initial ten miles ³ , per full extra mile	\$7.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	\$110.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$75.00
f. Outside storage, per day	\$75.00

(4) Class D vehicles (gross vehicle weight rating at more than 26,000 pounds):

a. Trespass tow (flat rate)	\$600.00
b. Nonconsensual tow	\$650.00
c. Nonconsensual tow, per mile over initial ten miles ⁴ , per full extra mile	\$8.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	\$145.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$80.00
f. Outside storage, per day	\$80.00

(5) Separate Charges

a. Air Bags (at cost, not to exceed)	\$4,000.00
b. Bobcat, skid steer, fork lift (per hour time on scene)	\$300.00
c. Maintenance of traffic (MOT) setup - Rate (per hour)	\$135.00
d. Hazardous Spill kits (per bag)	\$60.00
e. Rotator (All Classes A-D, 50-ton hourly rate, minimum 2 hours)	\$1,300.00

³ Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

⁴ Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

f. Notice of Lien Administrative Charge

\$150.00

(6) The maximum rate for a subsequent class may be charged if the recovery activity performed involves a vehicle that is loaded or modified, therefore altering the vehicle's original weight, dimensions, or ground clearance such that the vehicle is determined to be within a subsequent class or involves additional equipment not contemplated for the class indicated in the initial tow request, upon the written authorization and approval of the investigating law enforcement agency or officer on the scene.



**CITY COMMISSION AGENDA MEMORANDUM
JANUARY 7, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2024-23 Repeal of portions of Chapter 16.5

SYNOPSIS:

This ordinance was recommended by the City Attorney.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to adopt Ordinance 2024-23 on second reading.

ATTACHMENT: 1. Ord 2024-23 - Solicitation repeal

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, REPEALING A CERTAIN SECTION OF CHAPTER 16-20 OF THE CODE OF ORDINANCES RELATED TO VAGRANCY, AND MAKING REVISIONS TO CHAPTER 16 ½ RELATED TO CANVASSERS AND SOLICITORS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Daytona Beach Shores deems it appropriate to amend and repeal certain sections of the current *Code of Ordinances of the City of Daytona Beach Shores* related to the prohibitions and rights related to vagrancy, canvassers and solicitors; and

WHEREAS, it is found to be necessary to protect the health, safety, and welfare of the citizens of the City of Daytona Beach Shores to adopt such repeal and amendment.

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

SECTION 1: The City Commission of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores* as follows (Added language is underlined. Deleted language is shown as ~~strikethroughs~~):

Chapter 16- Offense-Miscellaneous

Sec. 16-20. ~~Vagrancy~~

~~Vagrancy as herein used is hereby defined and shall constitute and include any of the following persons or conduct: rogues and vagabonds, idle or dissolute persons who go about begging, are common gamblers, persons who use juggling, or unlawful games or plays, common pipers and fiddlers, common drunkards, common nightwalkers, thieves, pilferers, traders in stolen property, lewd, wanton and lascivious persons, keepers of gambling places, common railers and brawlers, persons who neglect their calling or employment or are without reasonably continuous employment or regular income and who have not sufficient property to sustain them, and misspend what they earn without providing for themselves or the support of their families, persons wandering or strolling around from place to place without any lawful purpose or object, habitual loafers, idle and disorderly persons, persons neglecting all lawful business and habitually spending their time by frequenting houses of ill fame, gaming houses or tippling shops, persons able to work but habitually living upon the earnings of their wives or minor children, and all ablebodied male persons over the age of 18 years who are without means of support and remain in idleness.~~

~~It shall be unlawful for any person to be a vagrant or to engage in vagrancy as herein defined, and it shall be unlawful for any person to violate any one or more of the provisions of this section.~~

Chapter 16½ PEDDLERS, CANVASSERS AND SOLICITORS

ARTICLE I. IN GENERAL

Sec. 16½-1. Definitions.

The following words, for the purposes of this chapter, are defined as follows:

Agent means an individual representing a place of business who is engaged in a door-to-door canvass, selling, demonstrating or taking orders for any goods, wares or merchandise, or services; or taking orders from samples where goods are to be delivered later.

Peddler means an individual traveling by foot, wagon, automotive vehicle, motor truck or any other type of conveyance, from place to place, house to house or from street to street, carrying, conveying or transporting goods, wares or merchandise, offering and exposing the same for sale or making sales or delivering articles to purchasers, or who, by traveling from house to house, shall sell or offer the same for sale from a vehicle or conveyance. Anyone who solicits orders and as a separate transaction makes deliveries to purchasers as a part of the scheme or design to evade the provisions of this chapter shall be deemed a peddler, subject to the provisions of this chapter. The word "peddler" shall also include the words "hawker" and "huckster."

Solicitation means the actions of a peddler or solicitor as herein defined. ~~a request for donations, information, money or services; or the sale of goods, wares, merchandise or services of any kind.~~

Solicitor means any individual, whether a resident of the city or not, travelling either by foot, wagon, automobile, motor truck or any other type of conveyance, from place to place, house to house or from street to street, either taking orders or attempting to take orders for sale of goods, wares or merchandise, subscriptions, or real or personal property of any nature whatsoever for future delivery or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not. The word "solicitor" shall include persons engaged in soliciting information for the purpose of polls, surveys or similar activities as well as any individuals engaging in any activities as defined in section 16½-34 of this chapter.

Sec. 16½-2. Penalties.

Any person, which term "person" shall include any organization, whether it be incorporated or not, who shall violate any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by the imposition of a fine not to exceed \$500.00 or by imprisonment not to exceed 60 days, or both.

Sec. 16½-3. Exemption from chapter for membership solicitation.

The provisions of this chapter shall not apply to any established society, association or corporation that is organized and operated exclusively for religious, educational, philanthropic, benevolent, fraternal, charitable or reformatory purposes, not operated for pecuniary profit: where no part of the net earnings inures to the benefit of any person, private shareholder or individual; and where the solicitation of such organization shall be conducted among the members thereof by other members thereof or officers thereof, voluntarily and without remuneration for such solicitation; or where such solicitation may be in the form of collections or contributions at the regular exercises or services of any church, religious society, lodge, benevolent order or fraternity or similar organizations, or of any branch thereof.

Sec. 16½-4. Application.

The provisions of F.S. ch. 496, Solicitation of Funds, are hereby enacted as part of the ordinances of the city, and the provisions thereof (pertinent to charitable solicitation) are hereby made a part of this chapter by reference. The requirements set forth elsewhere in this chapter shall be considered additional requirements to those required by F.S. ch. 496.

Secs. 16½-5—16½-14. Reserved.

ARTICLE II. PERMIT

Sec. 16½-15. Required.

It shall be unlawful for any solicitor, agent or peddler, as defined in this chapter, to solicit property or financial assistance of any kind, or directly to sell or offer to sell any article, tax, service, emblem, publication, ticket, advertisement, subscription or anything of value on the streets, sidewalks or other public property in the city, or in any private dwelling, apartment or other place of residence, or in any motel, hotel, tourist accommodation or timeshare condominium, or on any commercial property, unless such persons shall have first obtained a solicitor's permit from the city.

Sec. 16½-16. Application.

- (a) *Generally.* Any individual solicitor, agent or peddler, as defined in this chapter, shall submit a written application for a permit as required by this chapter, which shall be sworn to and filed with the city license officer, on forms provided.
- (b) *Solicitor's permit—commercial.* An application for a solicitor's permit—commercial shall contain the following information:
 - (1) Name of the organization applying for a permit to solicit, and the address of its headquarters.
 - (2) Names and addresses of its principal officers and management.

- (3) The name, address and telephone number, date of birth and Florida driver's license number of the person who will be in direct charge of conducting the solicitation; and the same for any and all persons involved in solicitation activity under the permit.
 - (4) An outline of the method to be used in conducting the solicitation.
 - (5) The time when such solicitation shall be made, giving the proposed dates for the beginning and ending of such solicitations.
- (c) *Solicitor's permit—charitable.* An application for a solicitor's permit—charitable shall contain all of the above information, and in addition shall contain the following:
- (1) The purpose for which any receipts derived from such solicitations are to be used.
 - (2) The name of the person by whom the receipts of such solicitation shall be disbursed.
 - (3) The amount of any wages, fees, commissions and expenses, or emoluments to be expended or paid to anyone in connection with such solicitation, together with the manner in which such wages, fees, expenses, commissions or emoluments are to be expended, to whom paid and the amount thereof.

Sec. 16½-17. Fees and duration; renewal.

The application for a permit must be accompanied by an application fee of \$20.00. The permit (if issued) shall not be issued for a period exceeding one calendar month (30 days), and the fee shall be an additional \$30.00. The permit may be renewed for an additional 30 days, after reapplication, by the license officer, at a fee of \$30.00, and thereafter extended for one year at a fee of \$50.00. In addition to the fees indicated, there shall be a \$5.00 fee for each additional solicitor, agent, peddler or representative included in the application, for each time period indicated above.

Sec. 16½-18. Investigation of application.

The chief of police, upon receiving an application for a permit, shall make a thorough and complete investigation of the reliability of the purpose for which such donations and gifts are to be used, and of the character of the person seeking to make such solicitation. Upon information, the chief of police shall sign the application, either accepting or rejecting the application.

Sec. 16½-19. Exemption from fee.

If the application for a permit required by this chapter shows that the solicitation is to be made for a well-established local charitable, educational, religious, patriotic or philanthropic organization or purpose, and that the proceeds derived from such solicitation will be used for such organization or purpose, and that the solicitation will be conducted in conformity with the requirements of this chapter and all other applicable laws, then the city license officer shall approve such application without fee.

Sec. 16½-20. Issuance.

Upon approval of the application for a permit required by this chapter, the city license officer shall issue a permit to such applicant.

Sec. 16½-21. Transfer.

Any permit approved and issued under this chapter shall be nontransferable, but this shall not prevent any permittee from using any number of solicitors and representatives as shall be reported to the city license officer.

Sec. 16½-22. Revocation.

Upon receipt of written information alleging that any agent or representative of the permittee under this chapter is misrepresenting or making untrue statements with regard to solicitation, or has made untrue statements in the application, or that in any other way the solicitation has been conducted or is being conducted in a manner inimical to the protection of the health, life and property of the citizens of the city, and not in conformity with the intent and purpose of this chapter, or representing in any way that any permit granted hereunder is an endorsement of such solicitation, then the city license officer shall give the permittee 24 hours' notice in writing that a hearing is to be had to determine whether there is cause to revoke the permit. If at said hearing the city license officer shall ascertain that the solicitation is not being conducted in conformity with this chapter, the permit shall be revoked.

Secs. 16½-23—16½-32. Reserved.**Sec. 16½-33. Daily time period for solicitation on public property limited.**

Solicitation on the streets, sidewalks, beaches and public places within the city shall not be conducted before 8:00 a.m. or after 5:00 p.m. of any day.

Sec. 16½-34. Prohibitions.

It is unlawful for any individual solicitor, agent or peddler, as defined in this chapter, to:

- (1) Contact, disturb or annoy, directly or by means, tools or equipment, any other person on the Atlantic Ocean beach for the purpose of promoting or selling any real or personal property or any service, except those specifically licensed under valid beach concession licenses. This prohibition does not extend to charitable/religious solicitors who have received a solicitor's permit—charitable. The Atlantic Ocean beach, for the purpose of this section, shall mean all property east of existing seawalls or east of the private property line, whichever is the most westerly line, and extending easterly to the city limits.
- (2) Conduct solicitation so as to obstruct, impede or interfere with the free flow of pedestrian or vehicular traffic.
- (3) Conduct solicitation in any manner which constitutes a danger to the public health, safety or welfare.

- (4) Enter the premises of a private residence or commercial property for the purpose of selling or soliciting orders for goods, wares or merchandise, personal services or information, when a "No Solicitors" sign is posted.
- (5) Remain upon any residential premises or commercial property after the owner or occupant requests the solicitor to depart.
- (6) Approach back or rear doors or the sides or rear of residential premises.
- (7) Refuse or fail to exhibit his solicitor's permit identification card, upon request by any law enforcement officer or citizen solicited.
- (8) Distribute or cause to be distributed any paper, handbill, circular, dodger or other advertising matter on any residential or commercial property without the consent of the owner or lessee, or on any of the streets, avenues, parks or other public space within the city, without the consent of the license officer.
- (9) Distribute handbills or similar advertising by throwing or placing the same in or upon any automobile or other vehicle in the city.
- (10) Operate, or permit to be operated, any sound-amplifying devices, whether stationary or operated from a moving vehicle.
- (11) Represent or make a plea that any solicitation or sale, or proceeds thereof, is for a charitable, educational, religious, patriotic or philanthropic purpose, unless the license officer has issued a solicitor's permit—charitable.
- (12) Conduct solicitation among vehicles in traffic, except on special events not to exceed two days per year per organization, with the written consent of the license officer.

SECTION 2: Codification. The provisions of this Ordinance 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 re-lettered 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 Three, Four, Five, and Six shall not be codified.

SECTION 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

ATTEST:

By: _____
Kurt Swartzlander, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM:

By: _____
Gretchen R. H. "Becky" Vose, City Attorney



CITY COMMISSION AGENDA MEMORANDUM JANUARY 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Steve Edmunds, Chief Building Official
PREPARED BY: Steve Edmunds, Chief Building Official
SUBJECT: Resolution 2025-01: Proposed Fee Schedule Update (Building Permits)

SYNOPSIS:

Pursuant to Section 5-8 of the Daytona Beach Shores Land Development Code, the Daytona Beach Shores City Commission shall establish all permit fees by resolution or ordinance. Further, established fees shall be set forth in the current "City of Daytona Beach Shores Land Development Code Schedule of Fees."

The city's original Land Development Code Schedule of Fees was adopted in 1980 and has not been substantially updated since 1999. Resolution 2025-01, if adopted, would provide the first substantial building permit fee update in over 25 years and accomplish the following:

1. Simplify permit fee calculation method for building, electrical, gas, mechanical, plumbing, signs, fences and expired permit re-instatement.
2. Increase the afore-stated building permit fees to become more comparable with other Volusia County coastal communities and reduce the revenue loss gap between cost of administering/enforcing Florida Building Codes and permit fees collected.
3. Align building permit re-inspection fees with Section 553.80.(2)(c), Florida Statutes.
4. Add private provider fee reductions, consistent with Section 553.791.(2)(b), Florida Statutes.

FISCAL IMPACT STATEMENT:

The increase in fees can positively affect the current fiscal year budget.

BACKGROUND:

The Daytona Beach Shores building permit fees were originally adopted in 1980 via Ordinance 1980-4. Subsequent updates have been made through six resolutions, the last having been approved in 2019. These resolutions have implemented State-mandated fees and have added fee categories such as swimming pools and local product approvals. Since its adoption, no comprehensive update has been made to the fee schedule. The last substantial update to building permit fees was conducted in the year 1999.

The fees proposed by Resolution 2025-01 have been compared to those of other coastal jurisdictions in Volusia County. The proposed fee increases, if adopted, will result in Daytona Beach Shores' permit fees remaining lower than most of the compared jurisdictions for small and medium sized jobs (see Exhibit attached). Smaller and routine work make up the vast majority of permits issued in the city. For large projects, such as new high-rise buildings or subdivisions, the proposed fees will be in the upper middle of the pack. Fees for site plan reviews and other planning functions will not be increased with this resolution.

The City's Fiscal Year 2023-2024 Building Permit and Inspection Utilization Report shows that Daytona Beach Shores expended more funds during this time period to enforce the Florida Building Codes than were collected through permit fees. Personnel and operating costs for the fiscal year were \$795,421 with \$416,111 collected in permit fees for the same period. When factoring out the permit fees waived for properties replacing seawalls, the City collected approximately \$350,000 less than was expended.

On January 20, 2025, the building division will begin utilizing the cloud-based software, CivicGov, for permit application acceptance, permit issuance, and inspections. This program implementation provides a practical and efficient opportunity to update the current fee schedule with a simpler fee calculation method and decrease the disparity between revenues and expenditures while still being compatible with other Volusia County coastal communities.

LEGAL REVIEW:

RECOMMENDATION:

Approval of Resolution 2025-01 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Resolution 2025-01 as presented."
OR
2. "I move to approve Resolution 2025-01 with the following changes..."
OR
3. "I move to deny Resolution 2025-01."

- ATTACHMENT:**
1. Res 2025-01-LDC Fee Schedule Update-Revised Building Permit Fees-12-18-24
 2. Res 2025-01 Exhibit A (3)
 3. Res 2025-01 Proposed Building Permit Fee Area Comparison-12-30-24
 4. Res 2025-01 Utilization Report 2023-2024

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA PROVIDING FOR REVISIONS TO THE “LAND DEVELOPMENT CODE SCHEDULE OF FEES”; PROVIDING FOR UPDATED BUILDING PERMIT AND INSPECTION FEES; PROVIDING FOR FINDINGS; PROVIDING FOR DUTIES OF THE CITY CLERK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores has adopted the Daytona Beach Shores *Land Development Code*, which provides for adoption of the Florida Building Code, as amended; and

WHEREAS, the City of Daytona Beach Shores *Land Development Code* provides for the establishment of reasonable application, inspection, and other fees and charges to offset the costs of administration of the *Land Development Code*; and

WHEREAS, the City of Daytona Beach Shores *Land Development Code* provides for the establishment of development, construction and building fees by resolution duly adopted by the City Commission; and

WHEREAS, the City of Daytona Beach Shores has not substantially updated building permit inspection and plan review fees since 2001; and

WHEREAS, the City of Daytona Beach Shores building permit fees require updating to a methodology and amount consistent with its new permitting software and fees charged by coastal communities in Volusia County, respectively; and

WHEREAS, pursuant to Sec. 553.80, *Florida Statutes*, the governing body of a local government that provides a schedule of fees shall update its building permit and inspection utilization report and post on its website before making any adjustments to its schedule of fees; and

WHEREAS, the City of Daytona Beach Shores has posted its FY 2023-2024 building permit and inspection utilization report pursuant to Section 553.80, *Florida Statutes*; and

WHEREAS, the City Manager has recommended a fee schedule to the City Commission which includes normative adjustments and implementing administrative actions; and

WHEREAS, the City Commission deems it reasonable, appropriate and in the public interest to establish a fee schedule as recommended by the City Manager.

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text and ~~struckthrough~~ shall constitute deletions to the original text.

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

SECTION 1. FINDINGS. The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

SECTION 2. REVISION OF FEES AND CHARGES. The City Commission of the City of Daytona Beach Shores hereby revises the “*Land Development Code* Schedule of Fees” attached as Exhibit “A” to this Resolution, which document is incorporated herein as a material part hereof, as the schedule of fees to be charged for development, building and construction inspections and enforcement as referenced in and under the City’s *Land Development Code*. All previously established fees and charges not revised in the attached Exhibit “A” are hereby ratified and affirmed. The City Commission further ratifies and affirms all prior actions which it has taken and the City has taken relative to the establishment, imposition, assessment, collection and use, as well as all related actions, pertaining to fees and charges.

SECTION 3. CITY CLERK DUTIES. The City Clerk is hereby authorized to renumber and re-letter the “*Land Development Code* Schedule of Fees” as necessary to implement the intent and changes outlined in Section 2 of this resolution. A copy of this Resolution shall be made available in the Office of the City Clerk at all times.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY. If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

ATTEST:

By: _____
Kurt Swartzlander, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Gretchen R.H. Vose, City Attorney

Passed and adopted on first reading this _____ day of _____, 2025.

Posted this _____ day of _____, 2025.

CITY OF DAYTONA BEACH SHORES FLORIDA



LAND DEVELOPMENT CODE SCHEDULE OF FEES Fiscal Year 2024-2025

DEPARTMENT OF COMMUNITY SERVICES
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
(386) 763-5377

(Adopted January 7, 2025, Resolution 2025-01)

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SECTION I. GENERAL INFORMATION ON FEES

- A. Application fees are due and payable when the review request or applications are submitted.
- B. Permit and impact fees are due and payable upon issuance of the applicable permit.
- C. Double fees and penalty:

When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay one hundred dollars (\$100.00) penalty plus a double permit fee.
- D. Re-inspection fees are required when failed work requires an inspector's return to the job site. These fees must be paid prior to the approval of any failed work. Re-inspection fees shall not be assessed if, without delaying the inspector, the work can be corrected while the inspector is on site.
- E. Reimbursable Costs are defined as the actual "out of pocket" costs encountered by the City of Daytona Beach Shores.

SECTION II. DEVELOPMENT FEES

A. Annexation:

Properties that are contiguous with the municipal boundaries of the City which are available for voluntary annexation.

No fee. (The City Council on February 24, 1999, enacted a Policy of 'metes and bounds' Surveys and advertising.)

B. Comprehensive Plan Amendment: costs.

\$550.00 (Application Fee), plus reimbursable

C. Re-zoning Fees:

\$110.00 (Application Fee), plus

Multi-family - \$110.00 (application fee), plus \$4.40 per unit based on the maximum number of units

Commercial - \$110.00 (application fee), plus \$26.40 per gross acre or any fraction thereof.

\$220.00 (minimum fee total)

D. Variances, Appeals & Special Exceptions:

\$110.00 (Application Fee), plus

Hotel & Multi-family - \$110.00 (application fee), plus \$4.40 per unit, based on the maximum number of units allowed.

Commercial - \$110.00 (application fee), plus \$26.40, per gross acre or any fraction thereof.

\$220.00 (minimum fee total)

E. Appeals to the *Planning and Zoning Board* acting as the *Fire Code Board of Adjustment and Appeals*

\$220.00 (application fee)

F. Site Plans

Base Fees for all developments requiring site plan approval are due upon application and site plan submittal. Costs incurred by the City that are not covered by the base fee must be paid prior to final development approval.

1. Conceptual/Preliminary Site Plan Review -----\$110.00
2. Commercial Developments
 - Per 1000 sq. ft. GFA (Gross Floor Area) or
Portion thereof up to 20,000 sq. ft. -----\$ 27.50 + costs
PLUS
Per 1,000 sq. ft. GFA (Gross Floor Area)
above 20,000 sq. ft. ----- \$11.00 + costs
OR
Minimum Fee-----\$220.00 + costs
3. Residential Multi-family & Hotel/Motel Units
 - Per living unit up to 50 units ----- \$27.50 + costs
PLUS
Per living units above 50 units ----- \$11.00 + costs
OR
Minimum Fee-----\$220.00 + costs
4. Re-review of Site Plans after initial review -----\$110.00 per review
5. Amendments to Site Plan
 - a. If amendment substantially complies with initial plan -----\$110.00 per review
 - b. If not in substantial compliance with initial site plan -----Same as new site
6. Site Plan extensions -----\$220.00 + costs
7. Lot Split / Property Line Adjustment-----\$220.00 + costs
8. Fire Division Reviews (See also Section XIII, subsection D)
 - Site Plan Initial Review Fee – all types
(includes one follow-up review)-----\$100.00
 - Additional Reviews (each)-----\$50.00
- G. Concurrency Determination -----\$220.00 + costs
- H. Declaration of Condominium and Prospectus Review-----\$400.00 + costs
- I. Vacation of Rights-of-Way (ROW) Requests -----\$500.00 + costs

J. Stormwater Reviews (Application Fees):

- No fee required for single-family or duplex construction
- For projects or impervious surfaces less than 5,000 square feet where a waiver is being sought, a fee of \$100.00 plus reimbursable costs is required.
- Projects greater than 5,000 square feet will be in accordance with the schedule below:

	Multi-family Residential	Commercial	Subdivision	Miscellaneous
Base Fee	\$275.00	Under 30, 000 sq. ft -\$165.00 Over 30,000 sq. ft. -\$330.00	\$275.00	\$275.00
Additional charge per acre for each acre or fraction thereof, up to 10 acres	\$44.00 per acre	\$66.00 per acre	\$44.00 per acre	\$44.00 per acre
Maximum total fee	\$715.00	\$990.00	\$715.00	\$715.00
Additional charge per acre for each acre or fraction thereof, over 10 acres up to 40	\$22.00 per acre	\$33.00 per acre	\$22.00 per acre	\$22.00 per acre
Maximum total fee	\$1,375.00	\$1,980.00	\$1,375.00	\$1,375.00

Note: The City's consulting engineers conduct storm-water reviews. Engineering charges in excess of those paid in the schedule above are considered reimbursable costs and will be due at time of permit issuance.

K. PUD (Planned Unit Development) Fees:

1. Preliminary Site Review -----\$440.00 (Base Fee)
PLUS
2. Per dwelling unit -----\$11.00
PLUS
3. Final Site Review -----\$440.00 (Base Fee)
4. Master Development Agreement Amendment-----\$550.00 + costs
5. Master Development Agreement Extension-----\$220 + costs

L. Development Agreement (Other than PUD)

1. Base Fee-----\$2,000.00 + costs
Plus,
2. Residential Multi-family & Hotel/Motel Units
Per living unit up to 50 units-----\$27.50
PLUS
Per living unit above 50 units-----\$11.00

AND/OR,
3. Commercial Developments

Per 1,000 sq. ft. GFA (Gross Floor Area) or
Portion thereof up to 20,000 sq. ft.-----\$27.50
PLUS
Per 1,000 sq. ft. GFA (Gross Floor Area)
above 20,000 sq. ft.-----\$11.00
4. Development Agreement Amendment-----\$550.00 + costs
5. Development Agreement Extension-----\$550.00 + costs

M. Reimbursable Costs

In addition to the Development fees set forth in Section II, the following items shall require the payment of reimbursable costs as follows:

Publication/Advertising costs -----Actual costs

When required by Ordinance:

Professional Reviews (Engineering, Legal, & Other) -----\$500.00 or Actual Costs
whichever is greater.

N. Zoning Verification Letters & Alcoholic Beverage Zoning Sign-Off ----- \$25.00

O. Miscellaneous Letters Requested by the public (prepared by staff)-----\$25.00

Note: All site, development, variance and special exception plans must be submitted in standard hard copy format and in digital “pdf” format. Digital files shall be submitted on a cd. Plans not submitted in the digital format will be charged \$4.00 per sheet and \$10.00 for the cd.

(Res. Nos. 2012-08, 2013-16, 2019-25)

SECTION III. BUILDING PERMIT FEES

Building values for fees will be based upon the building valuation data published by the International Code Council (ICC) or the actual valuation, whichever is higher. Fees shall be applied as applicable below.

A. Base Fee and Multiplier:

1.	Base Fee (Issuing permit)-----	\$11.00 <u>16.00</u>
2.	Job Cost x 0.006 OR minimum of \$35.00	
\$50 — 15,000	\$5.70 per \$1,000	\$27.50 minimum
\$15,001 — \$100,000	\$85.50 first \$15,000	\$3.50 each additional
		Thousand
\$100,001 — \$500,000	\$383.00 first \$100,000	\$2.40 each additional
		Thousand
\$500,001 — \$1,000,000	\$1,343.00 first \$500,000	\$1.30 each additional
		Thousand
\$1,000,001 & above	\$1,993.00 first \$1,000,000	\$1.30 each additional
		Thousand

Note: A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.

B. Plans Exam Fees: —Non-Threshold Buildings and Structures

1. A plan exam fee shall be paid equal to one half (1/2) of the building permit fee for all projects ~~other than threshold buildings, as defined by Florida Statutes 553.71.~~
2. One courtesy re-review is provided at no charge. Subsequent re-reviews will be billed at a rate of ~~\$50.00~~ 65.00 per review hour.
3. When plan reviews are requested prior to a complete permit application submittal by the licensed contractors or ~~where~~ when an early review is requested concurrently with the site plan review process, a prepayment of plan exam fees is required as follows:

Residential and Commercial up to 5,000 sq. ft. -----\$500
Projects larger than 5,000 sq. ft -----Actual Plan Review Costs

4. Use of City Consultant Plan Reviewer: Billed at actual cost.

C. Use of Private Provider Services Fee Reduction/Refund:

1. Private Provider Inspection Services: 17% of calculated permit cost minus (DCA + DBPR Surcharges + Training/Technology Surcharge - see below).
2. Private Provider Plans Exam Services: 17% of calculated permit cost minus (DCA + DBPR Surcharges + Training/Technology Surcharge - see below).
3. Private Provider Inspection AND Plans Exam Services: 34% of calculated permit cost minus (DCA + DBPR Surcharges + Training/Technology Surcharge - see below).

D. Plans Exam Fees — Threshold Buildings

All projects designated as threshold buildings, as defined by Florida Statutes 553.71, shall require a plan checking fee equal to one quarter (1/4) of the building permit fee for internal review and processing, plus fees in accordance with the schedule below:

Total Building Valuation	FEES
\$0 – \$100,000	\$500.00
\$100,001 – \$500,000	\$500.00 plus \$1.25 per \$1,000 for each \$1,000 in excess of \$100,000.
\$500,001 – \$5,000,000	\$1,000.00 plus \$0.80 per \$1,000 for each \$1,000 in excess of \$500,000.
\$5,000,001 – and more	\$4600.00 plus \$0.55 per \$1,000 for each \$1,000 in excess of \$5,000,000.

~~Note: The schedule above only reflects the fees for a general building plan review covering requirements for the currently adopted Florida Building Code. There is a one-time base fee multiplier of 20% additional for each of the following disciplines: Plumbing, Electrical, Gas, & Mechanical Code reviews and 25% for Fire reviews. One courtesy re-review is provided at no charge. Subsequent re-reviews will be billed at a rate of \$125.00 per review hour. These fees must be paid up front at time of application.~~

E. DCA (Department of Community Affairs) Surcharges and DBPR (Department of Business and Professional Regulation) Surcharges:

These surcharges are required by two different Florida Statutes. They will be collected in one surcharge called “Florida DCA & DBPR Surcharge” calculated at 2.5% of the total permit fee OR the minimum charge of \$4.00 per permit (replaced radon fees and previous DBPR fees).

F. Re-inspection Fees:

- | | | |
|----|-------------------------------|-------------------------------------|
| 1. | 1 st re-inspection | \$60.00 |
| 2. | 2 nd re-inspection | \$60.00 |
| 3. | 3 rd re-inspection | \$60.00 |
| 4. | Each additional | \$100.00 <u>\$120.00</u> |

Re-inspection fees are required when failed work necessitates an inspector's return to the job site. These fees must be paid prior to the approval of any failed work. Re-inspection fees shall not be assessed if, without delaying the inspector, the work can be corrected while the inspector is on site.

G. Demolition or Moving Fee:

Single Story, per Building -----	\$100.00
Two Stories, per Building -----	\$200.00
Each Additional Story, <u>per Building</u> -----	\$100.00

H. Swimming Pools:

1. Pool fees are calculated based on value using the standard building permit fee schedule.

PLUS

2. Pools and spas less than 25,000 gallons-----\$350.00

OR

Pools and spas 25,000 gallons or greater-----\$500.00

3. Plan Review fee of ½ the building permit fee is required.

I. Fences:

Chain link, each linear foot -----	\$0.15
Wood, each linear foot -----	\$0.20
Aluminum, Vinyl, PVC & Other -----	\$0.20
Concrete, each linear foot -----	\$0.55

1. Calculated as building permits, based on valuation.
2. Plan Review fee of ½ the fence permit fee is required.

J. Roofing:

1. Calculated ~~the same~~ as building permits, based on valuation
2. Plan Review fee of ½ the roofing permit fee is required

K. Re-activation of any expired permit:

1. Request comes within ~~0-3~~ 6 months after expiration-~~\$35.00~~ 40.00 Minimum or 1/4 original permit fee, (whichever is higher).
2. ~~Request comes between 3-6 months after expiration \$35.00 Minimum or 1/2 original permit fee (whichever is higher).~~
3. Over 6 months after expiration date-----Apply for new permit and pay full fee

L. Building/Fire Inspector Training and Technology Surcharge:

1. ~~The BITS~~ This charge will be added to all construction permits to offset the costs expended ~~in~~ on inspector training.

- 2. ~~.0002 (multiplied by) the~~ The renovation or building value multiplied by 0.0002 OR minimum of \$5.00 or, \$5.00 minimum, whichever is higher

M. Temporary Certificates of Occupancy:

- 1. Initial temporary certificate (valid for 60 days)-----\$500.00
- 2. Renewal (only one 60-day renewal allowed)-----\$250.00

N. Change Order Reviews: ~~(upon completion of the original plan review and permit issuance, once permit has been issued) changes to the original plans will be assessed as follows:~~

After the original plan review and permit issuance, reviews of changes to earlier plans will be assessed at as follows: \$65.00 per hour.

- 1. ~~Threshold building changes~~-----\$125.00 per hour
- 2. ~~All other buildings and structures~~-----\$50.00 per hour

O. Local Product Approval Reviews:

For review of products without Miami/Dade NOAs or Florida Product Approvals
-----\$500.00 per product

~~O. Printing charge for electronically submitted pages over Ten.....\$0.10 per page~~

~~Note: All Building plans must be submitted in standard hard copy format and in digital “pdf” format. Digital files shall be submitted on a cd. Plans not submitted in the digital format will be charged \$4.00 per sheet and \$10.00 for the cd.~~

(Res. Nos. 2012-08, 2013-16, 2019-25, 2025-01)

SECTION IV. ELECTRICAL, GAS, MECHANICAL, PLUMBING, SIGN & POLITICAL SIGN PERMITS

1. Minimum Fee-----\$27.50

Base Fee (Issuing Permit)-----	\$11.00 \$16.00
—Each plumbing fixture, floor drain, trap or appliance-----	\$ 3.30
—Each grease, oil, lint or other intercepter-----	\$ 4.40
—Each pump-----	\$ 3.30
—Solar Systems-----	\$ 22.00
—Swimming Pools-----	\$22.00 (Residential)
	\$33.00 (Commercial)
—Sanitary or storm sewer or building drain, from fixtures	
—in building to connection septic tank, public tank, sewer, or	
—existing private sewer-----	\$ 5.50
—Rain leader, cast iron or storm sewer-----	\$ 3.30
—Sewer Tap Fee-----	\$50.00
2. Job Cost x 0.006 OR minimum of \$35.00
3. Re-inspection fees will be assessed as indicated in Section III, Letter E.
4. A Plans Exam fee is required for separate plumbing permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be by ½ of the plumbing calculated permit fee. Re-reviews will be conducted and assessed fees in the same manner as indicated in Section III, Letters B and N.
5. A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.
6. Florida DCA & DBPR Surcharge is assessed as indicated in Section III, Letter D.
7. Political Signs
 1. Application Fee: \$16.00
 2. Refundable Deposit: \$220.00, upon removal of all signs.

(Res. Nos. 2012-08, 2019-25, 2025-01)

SECTION V. ELECTRICAL PERMITS

1. Minimum Fee	\$27.50
Base Fee (Issuing permit)	\$11.00
Single phase service, per amp increase	\$ 0.33
Three phase up to 240 volt, per amp increase	\$ 0.55
Three phase over 240 volt, per amp increase	\$ 1.10
Alterations/rewiring, per altered/added circuit	\$ 5.50
Swimming Pools	\$16.50 (Residential) \$27.50 (Commercial)
Inspection at owner's request	\$22.00 (Residential) \$38.50 (Commercial)
Temporary power on construction sites	\$11.00

Note: See also Fire Suppression System Fees, Section XIII, Page 10, which apply to mechanical permits for fire suppression systems.

- ~~2. Re-inspection fees will be assessed as indicated in Section III, Letter E.~~
- ~~3. Plans Exam fee is required for separate electrical permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be ½ of the electrical permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, Letter B.~~
- ~~4. A one-hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.~~
- ~~5. Florida DCA & DBPR Surcharge is assessed as indicated in Section III, Letter D.~~

~~(Res. Nos. 2012-08, 2019-25)~~

SECTION VI. ~~MECHANICAL PERMITS~~

1. ~~Minimum Fee~~ ~~-----~~ ~~\$27.50~~
~~Base Fee (Issuing permit)~~ ~~-----~~ ~~\$11.00~~
~~First \$1,000 of valuation~~ ~~-----~~ ~~\$11.00~~
~~Each additional \$1,000 or fraction thereof~~ ~~-----~~ ~~\$ 4.40~~
2. ~~Re-inspection fees will be assessed as indicated in Section III, Letter E.~~
3. ~~Plans Exam fee is required for separate mechanical permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be ½ of the mechanical permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, Letter B.~~
4. ~~A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.~~
5. ~~Florida DCA & DBPR Surcharge is assessed as indicated in Section III, Letter D.~~
6. ~~See also, SECTION XIII FIRE DIVISION FEES, which apply to mechanical permits for fire suppression systems.~~

(Res. Nos. 2012-08, 2019-25)

SECTION VII. GAS PERMIT FEES

1.	Minimum Fee	\$27.50
	Base Fee (Issuing permit)	\$11.00
	One to four outlets	\$ 5.50
	Each additional outlet	\$ 1.10
	Each conversion burner, floor furnace, incinerator, boiler or central heating/air condition units	\$ 5.50
	Each additional unit	\$ 1.10
	Vented wall furnaces and water heaters	\$ 2.75
	Each additional wall furnace or water heater	\$ 1.10
2.	Re-inspection fees will be assessed as indicated in Section III, Letter E.	
3.	Plans Exam fees is required for separate gas permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be ½ of the gas permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, Letter B.	
4.	A one-hundred-dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.	
5.	Florida DCA & DBPR Surcharge is assessed as indicated in Section III, Letter D.	

~~(Res. Nos. 2012-08, 2019-25)~~

SECTION VIII. ~~SIGNS AND ADVERTISING FEES~~

- | | |
|--|-------------------------------|
| 1. Minimum Fee | \$27.50 |
| Base Fee (Issuing permit) | \$11.00 |
| Signs with no electric wiring or lighting, first five (5) square feet | \$ 5.50 |
| Signs with electric wiring or lighting, first five (5) feet | \$16.50 |
| Each additional square foot | \$ 0.28 |
| Change of copy, per sign face | \$11.00 |
| Wall graphics | \$44.00 |
| Banner/Portable Signs | \$38.50 |
| Relocation, Removal for repair and replacement, will require a new permit | same as a new sign |
| Promotional Activity | \$50.00 |
| Political Signs: | |
| Refundable deposit | \$220.00 |
| Application fee | \$ 11.00 |
| Franchise Signs: | |
| Sign fee | \$16.50 |
| Electrical fee | \$16.50 |
| Annual reinspection fee, per sign, per property, to be assessed annually on business tax receipts | \$16.50 |
| Annual Sign Contractor License | \$11.00 |
2. ~~Re-inspection fees will be assessed as indicated in Section III, Letter E.~~
3. ~~Plans Exam fee is required for sign permits that require plan reviews. This fee shall be ½ of the sign permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, Letter B.~~
4. ~~A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.~~
5. ~~Florida DCA & DBPR Surcharge is assessed as indicated in Section III, Letter D.~~

(Res. Nos. 2012-08, 2019-25)

SECTION IX.**SEWER FEES**

1. Sewer Development Fee:

An engineering fee shall be charged for

All projects with more than six (6)

ELU's (Equivalent Living Unit) ----- \$1,000.00

2. Sewer Tap Fee ----- \$ 50.00

3. Sewer Credits ----- \$16.50 (Application Fee)

4. Meter Reading ----- \$30.00 (Per Visit)

SECTION X.**EXCAVATION AND FILL FEES**

1. Excavations:

1. Permit Fee ----- \$100.00

2. Cash Deposit: For up to 200 square feet of opening ----- \$20.00 per sq. ft.

3. Per, 200 square feet and above ----- \$15.00 per sq. ft.

2. Costs: Any costs for legal, engineering, testing, or similar services will be charged to the applicant as a direct pass through expense.

(Res. Nos. 2012-08, 2019-25)

SECTION XI.**LANDSCAPING FEES****1. Vegetation Removal**

Minimum Fee----- ~~\$33.00~~ \$35.00

Per acre or fraction thereof----- \$11.00

2. Tree Removal:

Minimum Fee ----- ~~\$33.00~~ \$35.00

Per tree, up to \$500.00----- \$11.00

(Res. Nos. 2013-16, 2014-07, 2019-25, 2025-01)

SECTION XIII.

FIRE DIVISION FEES

A. All Fire Suppression, Fire Alarm, and Bi-Directional Amplifier Permits will be subject to the following:

1. Permit Base Fee.....~~\$38.50~~ **\$51.00**
2. Fire Inspector Training Surcharge (Section III, Item K #10).....minimum \$5.00
3. FL DCA & DBPR Surcharge (Section III, Item D #3).....minimum \$4.00
4. Fire Suppression and Fire Alarm Permit Plans Review Fees:
 - a. In-House Review/Re-review.....\$75.00 per hour
 - b. * Outside Review Base Fee (shipping and processing cost).....\$50.00 per review
 - c. * Outside Review.....Actual cost**

** The following situations are among those that will trigger outside reviews:*

- *Assembly occupancies with an occupant load of 300 or above*
- *Buildings with more than one story or level*
- *Buildings larger than 8,000 sq. ft*
- *Mixed occupancies*

** Plans requiring outside reviews will also incur In-House Review fees to insure compliance with local codes and ordinances.*

***Based on the review cost of \$50.00 per hour or the current actual hourly rate.*

Please Note: Re-submittals/re-reviews will necessitate repeated review fees.

B. Fire Suppression Permit Specific Fees

1. Fire Sprinkler System
 - a. Base Inspection Fee (up to 10,000 sq. ft).....\$75.00
 - b. Each Additional 1,000 sq. ft.....\$10.00
 - c. Each Fire Sprinkler Re-Inspection.....\$60.00
 - d. Fire Sprinkler Head Relocation or Change.....\$75.00
2. Fire Suppression
 - a. Each Test.....\$75.00
 - b. Each Fire Suppression Re-Test.....\$60.00
3. Fire Pump Acceptance
 - a. Each Test.....\$300.00
 - b. Each Fire Pump Acceptance Re-Test.....\$300.00
 - c. Hydrant Flow Testing.....\$250.00
4. Hydrostatic Sprinkler System Tests:
 - a. 15 or fewer Sprinkler Heads.....(each occurrence).....\$75.00
 - b. Each Hydrostatic Re-Test for 15 or fewer sprinkler heads.....\$75.00
 - c. 16 or more Sprinkler Heads.....(each occurrence).....\$150.00
 - d. Each Hydrostatic Re-Test for 16 or more sprinkler heads.....\$150.00

C. Fire Alarm and Bi-Directional Amplifier Permit Specific Fees

- 1. Per Floor Inspection Fee\$60.00
- 2. Per Floor Re-Inspection Fee (each re-inspection).....\$60.00
- 3. Fire Alarm Panel Replacement..... \$180.00

D. Fire Division Fees Associated with Site Plan Review (See also Site Plan Review Fees, Section II, subsection F)

- 1. Site Plan Initial Review Fee – all types (includes one follow-up review).....\$100.00
- 2. Additional Reviews (each)..... \$50.00

(Res. Nos. 2013-16, 2019-25, 2025-01)

SECTION XIV. CERTIFICATE FEES

1. Zoning Confirmation -----\$25.00
2. Fortune teller, Astrology or similar enterprise background check----\$100.00
3. Certificate of Use Building/Fire Division Inspections
 - a. Commercial Spaces less than 2,000 sq. ft. -----\$100.00
 - b. Commercial Spaces between 2000-5000 sq. ft. -----\$200.00
 - c. Commercial Spaces greater than 5000 sq. ft.-----\$300.00
 - d. Hotel/Motels less than 10 units-----\$100.00
 - e. Hotel/Motels between 10-50 units-----\$200.00
 - f. Hotel/Motels 50 units and above-----\$300.00
4. Certificate of Use Appeals-----\$220.00 + costs
5. Certificate of Compliance – Vacant Property Fees:
 - a. Application Fees (includes zoning confirmation)-----\$125.00
 - b. Appeal to City Manager-----\$60.00
 - c. Appeal to Special Magistrate-----\$220.00 + costs

SECTION XV. CONDITIONAL USE PERMIT FEES

1. Application Fee
 - a. Administrative Applications-----\$110.00
 - b. Non-Administrative Applications-----\$220.00 + costs
2. Re-reviews after initial review-----\$110.00
3. Renewals-----\$110.00

SECTION XVI. FALSE ALARMS

1. First three (3) false alarms in a calendar year.....No charge
2. Fourth (4th) false alarm in a calendar year.....\$50.00
3. Each false alarm after the fourth (4th) false alarm in a calendar year.....\$100.00
4. Failure to appear and reset the alarm within one (1) hour of being notified
of the alarm sounding by the City (each occurrence) \$20.00

(Res. Nos. 2012-08, 2019-25)



Permit Fee Estimate Comparison- Volusia County Coastal Communities

Building Permit Fee Estimate Comparison Small Projects (\$8,000 Job Cost)		
Jurisdiction	Fee	Rank
New Smyrna Beach	\$302.59	1
Port Orange	\$280.00	2
Daytona Beach	\$246.87	3
Volusia County	\$134.52	4
Ormond Beach	\$133.15	5
Daytona Beach Shores-Proposed	\$97.00	6
Ponce Inlet	\$94.00	7
Daytona Beach Shores-Current	\$88.40	
Building Permit Fee Estimate Comparison Medium Projects (\$100,000,000 Job Cost)		
Jurisdiction	Fee	Rank
Daytona Beach Shores-Current	\$65,657.40	1
Ormond Beach	\$85,380.14	2
Volusia County	\$97,895.26	3
Daytona Beach	\$168,198.35	4
Daytona Beach Shores-Proposed	\$264,056.40	5
Ponce Inlet	\$271,252.67	6
Port Orange	\$272,855.00	
Building Permit Fee Estimate Comparison Large Projects (\$28,000,000 Job Cost)		
Jurisdiction	Fee	Rank
Port Orange	\$272,855.00	1
Ponce Inlet	\$271,252.67	2
Daytona Beach Shores-Proposed	\$264,056.40	3
Ormond Beach	\$241,202.48	4
Daytona Beach	\$168,198.35	5
Volusia County	\$97,895.26	6
Ormond Beach	\$85,380.14	7
Daytona Beach Shores-Current	\$65,657.40	

Building/Mechanical/Electrical Permit \$8,000 Job Cost.

Daytona Beach Shores

\$11.00	base	
\$45.60	permit fee-\$5.70 for each thousand	
\$5.00	training surcharge	
\$22.80	plan review-½ of permit cost	
\$4.00	State DCA	
Current fee schedule Total		\$88.40

\$16.00	base	
\$48.00	permit fee-job cost x .006	
\$5.00	training surcharge	
\$24.00	plan review-½ of permit cost	
\$4.00	State DCA	
New fee schedule Total		\$97.00

Volusia County

\$56.76	for first 2,000 dollars	
\$45.42	for next 6,000 dollars	
\$28.34	plan review	
\$4.00	State DCA	
Total		\$134.52

Ponce Inlet

\$35.00	base	
\$35.00	permit fee	
\$10.00	inspection fee	
\$10.00	technology fee	
\$4.00	State DCA	
Total		\$94.00

Ormond Beach

\$30.00	Application fee	
\$62.00	permit fee	
\$31.00	Plan review fee	
\$6.15	training fee	
\$4.00	State DCA	
Total		\$133.15

Daytona Beach

\$33.80	application fee	
\$ 56.35	permit fee first \$3000	
\$ 71.50	permit fee next \$5,000	
\$16.17	technology fee	
\$65.05	Inspection fee	
\$4.00	State DCA	
Total		\$246.87

Port orange

\$200	Application fee	
\$76.00	0.95% x job cost	
\$4.00	State DCA	
Total		\$280.00

New Smyrna Beach

\$295.21	Permit cost up to \$8,250	
\$7.38	State DCA	
Total		\$302.59

Commercial Project \$100,000.00 Job Cost**Daytona Beach Shores**

\$11.00	base	
\$383.00	permit fee cost first \$100,000	
\$20.00	training surcharge	
\$207.00	plan review ½ permit cost	
\$15.53	State DCA	
Current fee schedule Total		\$636.53

\$16.00	base	
\$600.00	permit fee job cost x.006	
\$20.00	Training surcharge	
\$300.00	plan review fee ½ permit cost	
\$23.40	State DCA	
New fee schedule Total		\$959.40

Volusia County

\$344.43 permit fee first \$40,000
\$339.00 permit fee additional \$60,000
\$123 .01 plan review fee
\$20.17 State DCA
Total **826.61**

Ponce Inlet

\$35.00 base
\$600.00 permit fee \$100,000 x .006
\$300.00 plan review fee \$100,000 x .003
\$46.75 Technology fee 5% permit cost
\$24.55 State DCA
Total **\$1006.30**

Daytona Beach

\$33.80 Application fee
\$823.30 Permit fee first \$100,000
\$148.20 Plan review .11 x Sq. Ft.
\$100.53 Technology fee 10%
\$325.25 Inspection fee 65.05 each estimate 5
\$27.65 State DCA
Total **\$1458.73**

Ormond Beach

\$250.00 application fee
\$362.00 permit fee first \$100,000
\$306.00 plan review fee ½ permit cost
\$45.90 5% training fee
\$24.10 State DCA
Total **\$988.00**

Port Orange

\$200. 00 application fee
\$950.00 \$100,000 x .95%
\$28.75 State DCA
Total **\$1,178.75**

New Smyrna

\$1294.25 Permit fee first \$100,000
\$32.36 State DCA
Total **\$1,326.61**

Commercial Project with \$28 million Job Cost.**Daytona Beach Shores**

\$11.00 base
\$37093 permit fee \$1993 +\$1.30 for each 1,000 above one million
\$5600.00 Training surcharge .0002 x job cost
\$21,352 plan review ½ of permit cost
\$1601.40 State DCA
Current fee schedule total **\$65,657.40**

\$16.00 base
\$168,000 permit fee-\$28million x .006
\$84,000 plan review-½ of permit cost
\$5600 Training surcharge-job cost x .0002
\$6440.40 State DCA
New fee schedule Total **\$264,056.40**
(This is comparable to Ponce Inlets and Port oranges fee schedule)

Ponce Inlet

\$35.00 base
\$168,000 permit fee-28million x .006
\$84,000.00 plan review fee-28 million x .003
\$12601.75 technology fee 5% x permit fee
\$ 6615.92 State DCA
Total **\$271,252.67**

Volusia County

\$2181.77 permit fee first 500,000
\$50,875.00 permit fee additional 27.5 million
\$189.24 plan review fee first 200,000
\$42261.56 plan review fee additional 27.8 million
\$2387.69 State DCA
Total **\$97,895.26**

Daytona Beach

\$33.80	Application fee
\$5979.85	permit fee first million
\$66150.00	permit fee additional 27 million
\$11,964.48	0.11 x Sq. Ft. Plan review
\$14917.82	Technology fee 10%
\$4102.40	State DCA
\$ 65,050.00	Inspection cost \$65.06 each
Total	\$168,198.35

Ormond Beach

\$250.00	Application fee
\$1,162.00	permit fee first 500,000
\$52,002.80	permit fee 27.5 million
\$26,582.40	plan review fee ½ permit cost
\$2658.24	training fee 5% of permit fee
\$ 2724.70	State DCA
Total	\$85,380.14

Port Orange

\$200.00	Permit application fee
\$266,000.00	Permit fee 0.95 x 28million
\$6655.00	State DCA
Total	\$272,855.00



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

Building Permit and Inspection Utilization Report
October 1,2023 to September 30,2024
Fiscal Year 2023-2024

Pursuant to Florida Statute 553.80, annually the city is required to publish a building permit and inspection utilization report. The information is derived from the most recently completed financial audit. Local governments must update the report before adjusting their fee schedule.

The purpose of this report is to ensure that revenue from building permit fess is used to:

- Enforce the Florida Building Code
- Fulfill other responsibilities related to building permitting and inspections

1. Direct and indirect cost incurred by the local government to enforce the Florida Building Code, including cost related to:

- a. Personnel services cost, including salary and related employee benefit cost incurred by the local government to enforce the Florida Building Code.

Building Department personnel service cost	\$466,178.98
--	--------------

- b. Operating expenditures and expenses

Building Department operating expenditures and indirect expenses	\$329,242.07
--	--------------

2. Permit and Inspection utilization information.

- | | |
|--|------|
| a. Number of Building permit application submitted | 2195 |
| b. Number of Building permits issued or approved | 2195 |
| c. Number of Building inspections and re-inspections requested | 3761 |
| d. Number of Building inspections and re-inspections conducted | 3761 |
| e. Number of Building inspections and re-inspections conducted by a Private Provider | 3033 |

- | | |
|---|-----------------------|
| f. Number of Audits conducted by the local government of private provider building inspections | 22 |
| g. Number of personnel dedicated by the local government to enforce the Florida Building Code, issue building permits and conduct inspections | 4 fulltime & Director |
| h. Other permissible activities for enforcing the Florida Building Code | 9 stop work orders |

3. Revenue Information

- | | |
|---|----------------|
| a. Revenue derived from fees | \$416,110.92 |
| b. Revenue derived from fines | \$1478.20 |
| c. When applicable, investment earnings from the local government's investment of revenue derived from fees and fines | not applicable |
| d. Balances carried forward by the local government | not applicable |
| e. Balances refunded by the local government | \$ 26,541.38 |
| f. Revenue derived from other source, including local government general revenue | not applicable |



CITY COMMISSION AGENDA MEMORANDUM JANUARY 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Agreement with the Tuscany Shores Condominium Association for the Removal of the Damaged Pedestrian Public Beach Access Dune Walkover & Patch Repair of the Condominium Seawall

SYNOPSIS:

Hurricane Milton hit Volusia County on October 9 and 10 of 2024. Subsequent damage assessments conducted by City staff determined that several city public pedestrian beach access dune walkovers were damaged, including the walkover at 2901 S. Atlantic Avenue (Tuscany Shores). Upon further investigation, the city's structural engineering consultant recommended the Tuscany Shores dune walkover be completely replaced and determined that the structure is not in danger of imminent collapse on its own without an external force. This means that a storm or another external force could cause the imminent collapse of the Tuscany Shores public access dune walkover, which is bolted into the condominium's seawall. Consequently, city staff and condominium representatives have worked together to develop the subject agreement which, if approved, would authorize the city, to (1) remove the dune walkover from the seawall, (2) patch repair the seawall areas where the dune walkover bolts have been removed, and (3) paint said patched areas as articulated in the agreement.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve the subject agreement as presented."

OR

2. "I move to approve the subject agreement, with the following amendments..."

- ATTACHMENT:**
1. DBS - Tuscany Shores Seawall Repair Agreement-4th Revision-12-30-24
 2. DBS - Tuscany Shores Seawall Repair Agreement-EXHIBIT A
 3. CDE Certified Engineering Letter-Tuscany Shores Dune Walkover-10-24-24

**AGREEMENT BETWEEN THE CITY OF DAYTONA BEACH SHORES AND
TUSCANY SHORES CONDOMINIUM OWNERS' ASSOCIATION, INC.**

TUSCANY SHORES CONDOMINIUM OWNERS' ASSOCIATION, a Florida not for profit corporation, ("Association"), for and in consideration of the payment of **\$10.00** and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes this Agreement ("Agreement"), authorizing the **CITY OF DAYTONA BEACH SHORES, FLORIDA** ("City"), its officers, employees, agents, attorneys and assigns, to perform work on the Association's property, as outlined herein. The City and the Association are hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Association is seeking the City's assistance with certain repairs and improvements, located on the Tuscan Shores Condominium Owners' Association, Inc.'s, property, which connects to the City beach. The repairs entail a demolition/removal of the dune walkover, a patch repair of the seawall where dune walkover bolts have been removed from the Association's seawall, and painting of the patches where the bolts are removed (the "Repairs"); and

WHEREAS, the City wishes to assist the Association with the completion of these Repairs, and wishes to assume sole and exclusive responsibility for the costs of the Repairs; and

WHEREAS, the Association wishes to grant the City, its officers, employees, and agents the authorization to perform all work associated with these Repairs; and

WHEREAS, this Agreement promotes health, safety, welfare, and morals of the residents of the City.

NOW, THEREFORE, in consideration of the premises, the Parties agree as follows:

1. The City shall demolish/remove the dune walkover and repair the seawall, which connects to the Association's property, as further outlined in the contractor's quote, attached hereto as Exhibit "A." The City shall remove all dune walkover bolts and fasteners and the patch repair, to a reasonable extent, mutually agreed upon seawall areas where dune walkover bolts are removed. The City and Association mutually agree to repair cost ownership and coordinate repair plans. The City reserves the right to hire a different contractor of its own choosing to perform the demolition/removal of the dune walkover and repair the seawall. Following the removal of the dune walkover, the City shall paint the patches where the bolts have been removed with a color that best matches the existing color and provides a reasonable uniform appearance on the seawall. The City reserves the right to hire a third-party contractor to complete the painting.
2. The Association hereby grants the City and any of its officers, employees, and agents, including but not limited to any contractors hired by the City, the authorization to complete the work and Repairs outlined herein and any other work related to the repairs on the

Association's property. The City shall deliver to the Association evidence of workman's compensation and general liability insurance for each contractor or subcontractor performing the demolition/removal of the dune walkover repair work on the seawall. Upon completion of the demolition/removal of the dune walkover and repairs, the City shall take such action required and necessary to effectively and properly secure and prevent any access by a pedestrian unto the beach from the seawall and gate, which if wrongfully and without authority, is accessed after the completion of the repairs such access may result in severe bodily injury or imminent harm or death. This shall be accomplished by the installation of an aluminum rail fence spanning the entire width of the existing public beach access walkway, with a minimum height of 48", and a total construction cost not to exceed \$5,000. The aluminum rail fence shall best match the adjacent Tuscany Shores Condominium pool deck barrier system.

3. The Parties shall maintain regular and consistent communication regarding the Repairs, including but not limited to the projected schedule and completion date.
4. The Association may independently contract with the City's third-party contractors, hired by the City to complete the Repairs, to conduct any additional work or repairs unrelated to the Repairs on the Association's property while on site. The Association shall bear sole and exclusive responsibility for the costs of any such unrelated work or repairs.
5. The City shall convey and assign all warranties available to the City, if any, under its contracts with the third-party contractors related to Repairs, to the Association. The City makes no representations or warranties regarding the legal sufficiency of such contracts.
6. The Association hereby agrees that it shall indemnify, defend and hold harmless City and any of its officers, employees, agents, attorneys and assigns, in both their official and individual capacity, from any and all liability, claims, damages, expenses including attorney's fees and litigation costs, including, but not limited to at trial and appellate level, resulting from or arising out of any claims related to the Repairs. The undersigned authority for the Association acknowledges that specific consideration has been given for this indemnity provision.
7. Following the completion of the Repairs, the Parties shall cooperate and work together in good faith on an easement and access solution, to be completed by March 31, 2025.
8. Any modifications to this Agreement shall be in writing, signed by both Parties.
9. The signing authority for each party acknowledges that he/she is properly authorized to execute this Agreement.

IN WITNESS THEREOF, the City and the Association have caused this Agreement to be duly executed and entered into on the last date signed below.

(SIGNATURE PAGE FOLLOWS)

**TUSCANY SHORES CONDOMINIUM
OWNERS' ASSOCIATION, INC.**

Print Name: _____
Print Title: _____
Date Signed: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of _____, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Kurt Swartzlander, City Manager
Date Signed: _____

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF DAYTONA BEACH SHORES ONLY:**

Vose Law Firm, City Attorney



SAMSULA DEMOLITION

Phone: 386-366-4392

Fax: 386-423-1436

Email: estimating.samsulademolition@yahoo.com

363 State Road 415

New Smyrna Beach FL, 32168

PROPOSAL CONTRACT AGREEMENT

To: City of Daytona Beach Shores

Attn: Tom

Date: 11/13/2024

Phone: (386) 527-2704

Email: Tthrowncityofdbbs.org

We hereby submit specifications and estimates to:

PROJECT: Walkover 2901 A1A. Daytona Beach Shores, FL

DESCRIPTION OF WORK:

- Mobilization of equipment
- Supervision
- Labor
- Removal of wooden decking
- Removal of concrete debris
- Patching of bolt holes with concrete
- Salvage rights
- Leveling of existing soils
- Trucking of debris to a licensed disposal facility including tipping fees

Total: \$ 5,433.00

PRICE DOES NOT INCLUDE: Bond, any permits, beach access permit (assuming city will arrange access), utility locates, gopher tortoise relocation and permitting, impact fees, erosion control, silt fencing, tree protection, turbidity barrier, sod/seeding/mulching other than specified, removal of any unsuitable/hazardous contaminated materials, removal of any asbestos containing materials, abandonment of any storage or electrical vaults/wells/transformers/grease traps/gas-fuel-oil tanks/septic tanks, utility relocates, asbuilts, open cuts in roadways, any type of fencing, removal of piles/pile caps/horizontal grade beams, electrical work, dewatering, testing, rodent control certificate, imported fill dirt, top soil, surveyors site plan showing proposed structure, irrigation work/repair, clearing and grubbing, historical society paper work or permitting, bracing, shoring, sawcutting, tree trimming, root pruning, layout or surveying, right of way work, off site work, lane closures, traffic control, flag men, barricades.

SAMSULA WASTE INC. DBA SAMSULA DEMOLITION WILL BE RESPONSIBLE ONLY FOR WORK STATED ABOVE. All material is guaranteed to be as specified. Samsula Waste Inc. dba Samsula Demolition reserves the right to withdraw this proposal at any time. Upon execution of this proposal, Samsula Waste Inc. dba Samsula Demolition reserves all salvage rights regarding demolition. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. NOTE: If not accepted within Thirty (30) Days proposal becomes void.

SAMSULA REPRESENTATIVE: _____

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE
UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made regardless of damage claim. Contract balance will be due in full upon completion of the scope of work. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including but not limited to reasonable attorney fees.

CUSTOMER'S SIGNATURE: _____

DATE: _____

PROPOSAL GOOD FOR 30 DAYS

P.O. PENDING



SAMSULA DEMOLITION

Phone: 386-366-4392

Fax: 386-423-1436

Email: estimating.samsulademolition@yahoo.com

363 State Road 415

New Smyrna Beach FL, 32168

PROPOSAL CONTRACT AGREEMENT

To: City of Daytona Beach Shores

Attn: Tom

Date: 10/31/2024

Phone: (386) 527-2704

Email: Tbrowncityofdb.org

We hereby submit specifications and estimates to:

PROJECT: Walkover 1921 S Atlantic Ave DBS, FL

DESCRIPTION OF WORK:

- Mobilization of equipment
- Supervision
- Labor
- Removal of wooden decking
- Removal of concrete debris
- Salvage rights
- Leveling of existing soils
- Trucking of debris to a licensed disposal facility including tipping fees

Total: \$ 4,983.00

PRICE DOES NOT INCLUDE: Bond, any permits, beach access permit (assuming city will arrange access), utility locates, gopher tortoise relocation and permitting, impact fees, erosion control, silt fencing, tree protection, turbidity barrier, sod/seeding/mulching other than specified, removal of any unsuitable/hazardous contaminated materials, removal of any asbestos containing materials, abandonment of any storage or electrical vaults/wells/transformers/grease traps/gas-fuel-oil tanks/septic tanks, utility relocates, asbuilts, open cuts in roadways, any type of fencing, removal of piles/pile caps/horizontal grade beams, electrical work, dewatering, testing, rodent control certificate, imported fill dirt, top soil, surveyors site plan showing proposed structure, irrigation work/repair, clearing and grubbing, historical society paper work or permitting, bracing, shoring, sawcutting, tree trimming, root pruning, layout or surveying, right of way work, off site work, lane closures, traffic control, flag men, barricades.

SAMSULA WASTE INC. DBA SAMSULA DEMOLITION WILL BE RESPONSIBLE ONLY FOR WORK STATED ABOVE. All material is guaranteed to be as specified. Samsula Waste Inc. dba Samsula Demolition reserves the right to withdraw this proposal at any time. Upon execution of this proposal, Samsula Waste Inc. dba Samsula Demolition reserves all salvage rights regarding demolition. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. NOTE: If not accepted within Thirty (30) Days proposal becomes void.

SAMSULA REPRESENTATIVE: _____

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE

UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made regardless of damage claim. Contract balance will be due in full upon completion of the scope of work. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including but not limited to reasonable attorney fees.

CUSTOMER'S SIGNATURE: _____

DATE: _____

PROPOSAL GOOD FOR 30 DAYS

Cruz, Stewart

From: Kyle Findlater <kfindlater@cdeco.com>
Sent: Thursday, October 24, 2024 3:36 PM
To: Cruz, Stewart; Matt Charmbury
Cc: CDE Frontdesk
Subject: Re: Tuscany Shores Dune Walkover Post Milton Structural Assessment; 2901 S. Atlantic Avenue
Attachments: Tuscan Shores Crossover_Certified Engineering Letter.pdf

Stewart,

See revised attached.

Thanks

Kyle Findlater, P.E.
Structural Engineer IV
CDE Company
design :: engineer :: construct
A wholly-owned subsidiary of 8-koi

2725 Center Place
Melbourne, FL 32940
Work: (321) 799-2970
Mobile: (386) 546-3746
E-mail: kfindlater@cdeco.com



8-KOI COMPANY

Full-spectrum contracting solutions with a human touch

From: Cruz, Stewart <SCruz@cityofdbshores.org>
Sent: Thursday, October 24, 2024 3:04 PM
To: Matt Charmbury <mcharmbury@cdeco.com>; Kyle Findlater <kfindlater@cdeco.com>
Cc: CDE Frontdesk <frontdesk@cdeco.com>
Subject: RE: Tuscany Shores Dune Walkover Post Milton Structural Assessment; 2901 S. Atlantic Avenue

Please include in the letter. Thank you.

Stewart Cruz, AICP | Community Services Director

City of Daytona Beach Shores

2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5361
Website: www.dbshores.org

From: Matt Charmbury <mcharmbury@cdeco.com>
Sent: Thursday, October 24, 2024 12:23 PM
To: Cruz, Stewart <SCruz@cityofdbfs.org>; Kyle Findlater <kfindlater@cdeco.com>
Cc: CDE Frontdesk <frontdesk@cdeco.com>
Subject: Re: Tuscany Shores Dune Walkover Post Milton Structural Assessment; 2901 S. Atlantic Avenue

Letter is about to be sent. The letter does not address imminent collapse but if you need that added let me know. The structure is not in imminent collapse. It's not safe, and it could fail during weather events, but I do not believe that is going to collapse on its own without some outside force.

VR

Matt Charmbury
2725 Center Place
Melbourne, FL 32940
Cell: (321) 208-5210
Off: (321) 802-6768

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From: Cruz, Stewart <SCruz@cityofdbfs.org>
Sent: Thursday, October 24, 2024 12:04:42 PM
To: Kyle Findlater <kfindlater@cdeco.com>; Matt Charmbury <mcharmbury@cdeco.com>
Cc: Edmunds, Steve <SEdmunds@cityofdbfs.org>; Brown, Tom <tbrown@cityofdbfs.org>; CDE Frontdesk <frontdesk@cdeco.com>
Subject: Re: Tuscany Shores Dune Walkover Post Milton Structural Assessment; 2901 S. Atlantic Avenue

Hi Kyle and Matt, can you confirm if the structure is in danger of imminent collapse? Thank you.

stewart

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From: Kyle Findlater <kfindlater@cdeco.com>
Sent: Thursday, October 24, 2024 11:34:37 AM
To: Cruz, Stewart <SCruz@cityofdbfs.org>; Matt Charmbury <mcharmbury@cdeco.com>
Cc: Edmunds, Steve <SEdmunds@cityofdbfs.org>; Brown, Tom <tbrown@cityofdbfs.org>; CDE Frontdesk <frontdesk@cdeco.com>
Subject: Re: Tuscany Shores Dune Walkover Post Milton Structural Assessment; 2901 S. Atlantic Avenue

Stewart,

Please see attached letter recommending that the crossover structure be completely replaced.

Thanks

Kyle Findlater, P.E.
Structural Engineer IV
CDE Company
design :: engineer :: construct
A wholly-owned subsidiary of 8-koi

2725 Center Place
Melbourne, FL 32940
Work: (321) 799-2970
Mobile: (386) 546-3746
E-mail: kfindlater@cdeco.com



8-KOI COMPANY

Full-spectrum contracting solutions with a human touch

From: Cruz, Stewart <SCruz@cityofdbbs.org>
Sent: Friday, October 18, 2024 2:51 PM
To: Matt Charmbury <mcharmbury@cdeco.com>
Cc: Kyle Findlater <kfindlater@cdeco.com>; Edmunds, Steve <SEdmunds@cityofdbbs.org>; Brown, Tom <tbrown@cityofdbbs.org>
Subject: Tuscany Shores Dune Walkover Post Milton Structural Assessment; 2901 S. Atlantic Avenue

Hi Matt, per our conversation and attached, please conduct a structural safety assessment of the above-subject dune walkover. The city received reports that the structure is unsound and may be in danger of imminent collapse. Please also let me have your recommendation as to whether it makes sense to replace the entire structure or whether the structure can be rehabbed to a safe and usable condition. If the latter applies, please let me know what measures the contractor should employ to achieve the aforementioned. Thank you.

Stewart Cruz, AICP | Community Services Director

City of Daytona Beach Shores

2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5361
Website: www.dbshores.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.



ENGINEERING CERTIFICATION LETTER

DATE: October 24th, 2024

TO: Steward Cruz, City of Daytona Beach Shores

FROM: Kyle Findlater, P.E.

RE: Engineering Letter for the Beach Access Crossover located at 2901 S Atlantic Ave
(Tuscany Shores)

Prior to the recent and current condition of the crossover structure, there were several issues observed that needed to be addressed. For this crossover condition, 6x6 square posts should not be used for the required height needed. First, it is very difficult to acquire single piece lengths needed to achieve the required embedment depth. Second, it appears as if there has been significant erosion of the sand which has left the posts much longer out of the ground and the original or current embedment cannot be verified. Round posts are better than square posts as they provide more skin friction for pullout and have less wave action than square post. An 8" or 10" round wood telephone pole would be better suited for this tall post condition. Also, some of the bolts were corroded and appear to have been twisted and loosened, hollowing out the holes. The tall posts do not have bracing on the lower half which is a problem as the lower switchback ramp moves and beats against the taller post. Some of the current damage includes broken posts and braces, less post embedment, and a missing portion of the lower switchback ramp.

Based on the extensive damage to the crossover structure and the above observations made from site visits prior, the structure is not in danger of imminent collapse on its own without external force, however it is not safe for use and could fail further during any more future weather events. **CDE recommends that the structure be completely replaced and upgraded in its design.**

