



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING NOVEMBER 4, 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 October 7, 2025
- 7. CONSENT AGENDA:**
 - A. Public Safety September monthly report
 - B. Community Services Department Monthly Report - September 2025

- C. Executive Summary Financial Reports-September 2025
- D. Purchase of PADTrax RFID software program
- E. Justice Assistance Grant (JAG) Contract for Services

8. OLD BUSINESS:

- A. Ordinance 2025-17: Vacation of Tuscany Shores Public Beach Access Easement (2901 S. Atlantic Avenue)

9. NEW BUSINESS:

- A. Ordinance 2025-18: Amending Sec. 2-8 of the Daytona Beach Shores Code of Ordinances entitled "General Provisions Relating to City Appointed Boards, Commissions and Committees and Appointments"
- B. Resolution 2025-21 Investment Policy Update
- C. Resolution 2025-22 Waste Pro Amended and Restated Contract
- D. Economic Development Lease Subsidy Grant Application - Revive Salt Lounge
- E. Road Closure Approval for Sun and Shores Art Show
- F. Individual Petitions filed by Resident "Lonnie Groot" Related to the following:
 - i) Citizen Boards and Committees
 - ii) Reestablishment of Abandoned Parks & Recreation Programs
 - iii) Use of Community Center and Cost/Benefit Analysis of Programs
 - iv) City Commissioner Time Expended on City Business
 - v) City Commission Transparency
 - vi) Public Safety Administration and Management
 - vii) City Commission Ethics
 - viii) Humility in Government
 - ix) City Awards and Publications
 - x) Support For the Arts Program

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
October 7, 2025
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. **Excused:** Commissioner Stephan Dembinsky.

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Recreation 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. R.J. Longstreet Art Students

The City Commission presented participation certificates to the art students from R.J. Longstreet Elementary.

B. Proclamation for Hispanic Heritage Month

Mayor Miller presented the proclamation for Hispanic Heritage Month.

6. APPROVAL OF MINUTES

A. City Commission Minutes September 23, 2025

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Commission Minutes of September 23, 2025.

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 Mark Card

7. CONSENT AGENDA:

A. Executive Financial Report for August 2025

B. Community Services Department Monthly Report - August 2025

C. Purchase of Approved Vehicles

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the consent agenda.

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 Mark Card

8. OLD BUSINESS:

- A. Ordinance 2025-10: Comprehensive Plan Future Land Use Map Amendment for recently annexed single-family residential property located at 2920 S. Peninsula Drive

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein provided a brief staff report explaining that this process would assign a future land use of Residential Low Intensity for the newly annexed property as required by Florida Statutes. All state requirements have been met.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Adopt Ordinance 2025-10 on second 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 Mark Card

9. QUASI-JUDICIAL HEARING

- A. Ordinance 2025-11: Rezoning application for recently annexed property located at 2920 S. Peninsula Drive

The City Attorney read the ordinance by title only. There was no ex-parte communication from the city commission. All witnesses were sworn in by the City Clerk. City Planner Gwyn Herstein provided a brief staff report for the rezoning. If adopted, the property would be assigned the City's RSF-2 Urban Single-Family Residential Detached District. All state requirements met

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Ordinance 2025-11 on second 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 Mark Card

10. NEW BUSINESS:

- A. Ordinance 2025-17: Vacation of Tuscany Shores Public Beach Access Easement (2901 S. Atlantic Avenue)

The City Attorney read the ordinance by title only. Community Services Director Stewart Cruz explained the proposed ordinance, if adopted, would vacate the Tuscany Shores public beach access. In May 2025, the commission approved construction of a dune walkover at St. Kitts (2857 S. Atlantic Avenue) and this would make the Tuscany access unnecessary due to their close proximity. Staff is still waiting for approval from FDEP on the proposed St. Kitts ADA public beach access, and the effective date would be contingent on that approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-17 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 Mark Card

B. Resolution 2025-18 Budget Amendment #1 Unfinished FY 24-25 Projects

The City Attorney read the resolution by title only. Finance Director Lory Irwin explained the budget amendment was due to three projects that were not finished by year-end. The projects were: turtle lighting shades, sewer vehicle, and Station 5 spare pump totaling \$282,000 combined with the general and sewer funds.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Adopt Resolution 2025-18 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 Mark Card

C. Public Hearing: Resolution 2025-19 FY 2025-26 Sewer Rates

The City Attorney read the resolution by title only. Finance Director Lory Irwin explained the notice of the public hearing was printed on the September utility bills as required by Florida Statutes. The increase in rates would be effective with the sewer usage beginning October 1st but paid in November. The increase of 4.81% was based on the May cpi and is part of the agreement with the City of Port Orange who processes the waste water.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2025-19 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 Mark Card

D. Discussion on terms for board members

The mayor began the discussion by explaining the current language in the city's code regarding board members did not include language regarding if and when a member could re-apply. Members can currently serve three 3-year terms. If a member that has been termed out wishes to re-apply, how long should they wait? The options are one year or one 3-year term. After a brief discussion, the consensus by the commission was to have the member wait one 3-year term before re-applying to that board.

The second issue Mayor Miller spoke about was the composition of the board. The current language favors residents over non-residents (business owners). A non-resident can be appointed by four-fifths of the vote. The Mayor felt a mixture of residents and business owners could be beneficial. After a short discussion, it was determined by consensus, that a business owner would be required to own the property and there could be no more than two business owners as regular members at one time.

Resident Harry Jennings suggested the commission form an advisory committee to bring back board enhancement recommendations.

Staff was directed to work with the City Attorney's office regarding the above discussion items and to address any other minor issues in the board language.

E. Continued Discussion on City Manager Hiring Process

VM Politis provided an updated outline of the hiring process that he prepared with the assistance of the City Attorney. It was stated that residents could attend the pre-screening committee meetings. The committee would narrow it down to 5–6 finalists with round-robin interviews to follow. There was discussion about the level of background checks to be performed and who would actually do them. There was also discussion on what would be considered a public record. Attorney Waters stated that the committee and staff would follow FS record guidelines and exemptions as applicable. The Vice Mayor stated the process was still being tweaked, and would bring it back on the next agenda.

11. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander thanked the commission for their trust in him the past three and half years. He also thanked the staff for their support. He is looking forward to a great opportunity for his family.

13. COMMISSION COMMENTS:

The entire commission wished Kurt well in his new opportunity. Mayor Miller mentioned upcoming events and activities.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Kristen Johansson was in attendance representing the PO/SD Chamber of Commerce. She mentioned the upcoming events that the chamber was sponsoring. She encourage the residents to stop by and meet the new president, Don Burnette.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

16. ADJOURNMENT:

The meeting ended at 7:15 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety September monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Public Safety September monthly report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR SEPTEMBER 2025

	Sep-25	25/YTD	Sep-24	24/YTD
Police Related Calls	2,130	21,956	2,314	15,134
Fire Related Calls	74	733	60	616
Rescue Related Calls	57	577	72	890
Fire Related Alarms Sounding	14	206	33	223
Traffic Citations	159	1,963	67	1,592
Written Warnings	83	770	114	1,011
Building Inspections	37	583	52	435
Arrests: Adults	20	264	31	224
Juveniles	0	5	0	4
City Ordinance Charges	0	3	0	2
Florida State Statute Charges	22	311	36	267
Accidents: Total	15	174	8	123
Street/Highway	7	67	6	68
Parking Lot	8	97	2	55

Michael Fowler, Public Safety Director

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-09-01 through 2025-09-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	466	21.88 %	15.53
TRAFFIC STOP	TS	369	17.32 %	12.30
EXTRA PATROL	EP	336	15.77 %	11.20
PROPERTY CHECK	PRC	259	12.16 %	8.63
RADAR	RADAR	80	3.76 %	2.67
TELEPHONE HANDLE	THC	52	2.44 %	1.73
DIRECTED PATROL REQUEST	DPR	46	2.16 %	1.53
MEDICAL EMERGENCY	MED1	29	1.36 %	0.97
SUSP PERSON	SPER	26	1.22 %	0.87
ZONE ACCOUNTABILITY PATR	ZAP	25	1.17 %	0.83
INVESTIGATION	INV	21	0.99 %	0.70
WALKUP	WALKUP	21	0.99 %	0.70
SUSP VEHICLE	SVEH	20	0.94 %	0.67
SUSPECT STOP	SS	20	0.94 %	0.67
DISTURBANCE	DIST	19	0.89 %	0.63
SUSP INCIDENT	SINC	19	0.89 %	0.63
FALL - NON EMERGENCY	TRAU3	18	0.85 %	0.60
FIRE ALARM	ALARMF	17	0.80 %	0.57
TEST LE CALL	TEST	17	0.80 %	0.57
INFORMATION GIVEN	INFO	11	0.52 %	0.37
MVA	MV	11	0.52 %	0.37
WELL BEING CHECK	WBC	11	0.52 %	0.37
SPECIAL DETAIL	SDL	10	0.47 %	0.33
WARRANT	WAR	9	0.42 %	0.30
FOUND PROPERTY	PROPF	8	0.38 %	0.27
FRAUD	FRAUD	8	0.38 %	0.27
911 CK/OPEN LINE	911CK	7	0.33 %	0.23
ANIMAL COMPLAINT	AC	7	0.33 %	0.23
BLS - MED/TRAUMA	BLS3	7	0.33 %	0.23
BUSINESS ALARM	ALARMB	7	0.33 %	0.23
DISABLED VEHICLE	DAV	7	0.33 %	0.23
FLAG DOWN	FLAG	7	0.33 %	0.23
NE ASST- FIRE REQ	LEO2	7	0.33 %	0.23
THEFT	THEFT	7	0.33 %	0.23
ELEVATOR CALL	ELEV	6	0.28 %	0.20
ESCORT	ESCORT	6	0.28 %	0.20
STROKE / CVA	CVA	6	0.28 %	0.20
WALK & TALK	WT	6	0.28 %	0.20
ASSAULT/BATTERY	ABAT	5	0.23 %	0.17
ATT TO CONTACT	ATC	5	0.23 %	0.17
FIGHT	FIGHT	5	0.23 %	0.17
MVA W/ INJURIES	MVI	5	0.23 %	0.17
SUICIDAL PERSON	SP	5	0.23 %	0.17
TRAUMA EMERGENCY	TRAU1	5	0.23 %	0.17
TRESPASSERS	TRES	5	0.23 %	0.17
DOMESTIC DISTURBANCE	DV	4	0.19 %	0.13

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-09-01 through 2025-09-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
DRUNK DRIVER	DUI	4	0.19 %	0.13
ILLEGAL PARKING	PARK	4	0.19 %	0.13
NARCOTICS	NARC	4	0.19 %	0.13
RECKLESS DRIVER	RD	4	0.19 %	0.13
ROAD OBSTRUCTION	RDOB	4	0.19 %	0.13
UNCONSCIOUS	UNC	4	0.19 %	0.13
DRUNK PERSON	IP	3	0.14 %	0.10
JUVENILE	JUV	3	0.14 %	0.10
MEDICAL NON-EMERG	MED	3	0.14 %	0.10
REPOSSESSED VEH	REPO	3	0.14 %	0.10
TOWED VEHICLE	TOW	3	0.14 %	0.10
ABANDONED VEH	AV	2	0.09 %	0.07
ASSIST AGENCY	ASSIST	2	0.09 %	0.07
HIT&RUN MVA	MVHR	2	0.09 %	0.07
LIVE 911	L911	2	0.09 %	0.07
LOST PROPERTY	PROPL	2	0.09 %	0.07
MENTALLY ILL PER	MIP	2	0.09 %	0.07
SEX OFFENSE	SO	2	0.09 %	0.07
SHOPLIFTING	SHOP1	2	0.09 %	0.07
STOLEN VEHICLE	SV1	2	0.09 %	0.07
TRAFFIC LITE OUT	TLO	2	0.09 %	0.07
TRAUMA CRITICAL	TRAUE	2	0.09 %	0.07
VANDALISM	VAND	2	0.09 %	0.07
ANIMAL BITE	BITE	1	0.05 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.05 %	0.03
BAKER TRANSPORT	BT	1	0.05 %	0.03
BURGLARY ALARM	ALARM	1	0.05 %	0.03
CARDIAC ARREST	CPR	1	0.05 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.05 %	0.03
CIVIL COMPLAINT	CIVIL	1	0.05 %	0.03
CIVIL SERVICE	CIVILS	1	0.05 %	0.03
DEAD PERSON	DEAD	1	0.05 %	0.03
DROWNING	DROWN	1	0.05 %	0.03
FALL - EMERGENCY	FAL	1	0.05 %	0.03
LOST CHILD	CHILDL	1	0.05 %	0.03
MISSING PERSON	MP	1	0.05 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.05 %	0.03
MVA W/ HAZARD	MVH	1	0.05 %	0.03
PERSON SHOT	PSHOT1	1	0.05 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.05 %	0.03
TRAUMA NON EMERG	TRAU	1	0.05 %	0.03
VEH FIRE	VF	1	0.05 %	0.03
WATER RESCUE	WATER	1	0.05 %	0.03
TOTAL CALLS:		2,130	100.00%	71.00

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-09-01 through 2025-09-30

LOCATION: ALL | ZONE: ALL | RD: ALL

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



Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

TRAINING SEMINARS ATTENDED

Month of September 2025

<i>Zachary Ignoffo</i>	<i>9/15-17</i>	<i>Detecting Deception DSC</i>
<i>Peyton Carmin Anthony Compierchio Whitney Egan</i>	<i>9/15-17</i>	<i>Crisis Response & Mgmt DSC</i>
<i>Gary Malphurs</i>	<i>9/15-17</i>	<i>Reflexive Shooting I & II New Smyrna Gun Club</i>
<i>Enrique Rosario</i>	<i>9/17-19</i>	<i>G-300 Incident Command Winter Park</i>
<i>Whitney Egan</i>	<i>9/22-26</i>	<i>Domestic Intervention DSC</i>
<i>Isaac McDowell Jacob Smith Jack Ransom</i>	<i>9/22-10/3</i>	<i>Narcotics & Dangerous Drugs DSC</i>
<i>Anthony Compierchio Peyton Carmin</i>	<i>9/22-23</i>	<i>Model 870 Armorer Course Osceola County Sheriff Dept</i>
<i>Anthony Compierchio Peyton Carmin</i>	<i>9/24-25</i>	<i>AR15 Armorer Course Osceola County Sheriff Dept.</i>
<i>Ryan Mowen</i>	<i>9/30-10/1</i>	<i>3 Day less lethal refresher Flagler County SO</i>

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

SEPTEMBER 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	3
HAZARDOUS CONDITIONS	1	20	25
VEHICLE FIRES	0	1	1
BOAT FIRES	0	0	1
OTHER FIRES NOT LISTED	2	8	10
VEHICLE CRASHES W/ENGINE RESPONSE	1	8	9
SERVICE CALLS	55	468	516
FIRE ALARMS	14	158	240
CANCELLED EN ROUTE	15	89	147
TOTALS	88	752	952

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	7	5	33	54	47	48
HOTEL/MOTEL	4	3	27	26	35	30
ASSEMBLY	1	0	7	2	1	0
MERCANTILE	1	0	14	19	35	15
RESTAURANT	0	2	10	7	16	8
BUSINESS	5	4	71	25	89	18
OTHER	2	0	98	3	113	1
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	2	35	22	39	27
TOTALS	21	16	295	158	375	147

PLANS EXAMINATION HOURS: 9 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

SEPTEMBER 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	16	195	381
BLS CALLS	41	333	366
TOTALS	57	528	747



Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

MONTHLY REPORT FOR SEPTEMBER 2025

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

Replace battery	veh #146
Repair exhaust	veh #146
Replace rear tail light assembly	veh #168
Replace rear tail light assembly	veh #176
Install cargo storage system	veh #205



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 4, 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 - September 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Monthly Report - September 2025
2. CSD Public Works & Sewer Divisions Monthly Report - September 2025

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – September, 2025

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 Submitted this Fiscal Year: 9
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 1
 Approved by City Commission this Month: 0
 Approved by City Commission this Fiscal Year: 1
 Amendments Approved by Staff this Fiscal Year: 3

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Miller Residence	4 Oceans West Boulevard, Unit 103B	9/3	Replace 2 sliding glass doors, size for size	\$13,712.00	\$158.90
Wackerman Residence	2947 Oceans Trace	9/3	Replace 17 windows and 2 doors, size for size	\$43,080.00	\$435.27
Machuga Residence	3118 Brookfair Crescent	9/3	Install roof mounted solar panels	\$23,571.00	\$249.74
Machuga Residence	3118 Brookfair Crescent	9/3	Electric for solar panels	\$17,678.25	\$131.07
Gionta Residence	2425 South Atlantic Avenue, Unit 903	9/4	Replace 1 sliding glass door	\$12,830.00	\$150.97
Mazzola residence	3845 South Atlantic Avenue, Unit 6	9/5	Change out 2 ton HVAC system	\$10,000.00	\$125.50
Gamez Residence	2937 South Atlantic Avenue, Unit 708	9/5	Replace 3 sliding glass doors	\$28,891.00	\$300.01
Akers Residence	2937 South Atlantic Avenue, Unit 401	9/8	Replace 3.5 ton water to air heat pump package unit	\$10,181.00	\$127.14
Lexi Two Realty LLC	2 Oceans West Boulevard, Unit 1707	9/8	Change out 3 ton water to air heat pump package unit	\$10,341.00	\$128.57
Curran Shores South	3641 South Atlantic Avenue	9/8	Install 4' aluminum and PVC fence, both with 1 gate each	\$70,000.00	\$675.00
Oceans Atrium Condo	3023 South Atlantic Avenue	9/8	Replace impact windows in units 604 and 1104	\$15,050.00	\$171.12

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Robinson Residence	3333 South Atlantic Avenue, Unit 1101	9/8	Install 5 motorized rolldown hurricane shutters	\$20,300.00	\$219.56
McGhehe Residence	3333 South Atlantic Avenue, Unit 1206	9/8	Install 4 motorized rolldown hurricane shutters	\$11,900.00	\$142.60
Oceans Ten Condo	2917 South Atlantic Avenue	9/8	Remodel common area bathrooms by pool	\$30,897.00	\$319.12
Hamilton Residence	3703 South Atlantic Avenue, Unit 501	9/8	Replace 4 vanity tops, remove tub, remodel master shower	\$11,200.00	\$136.30
Smith Residence	3003 South Atlantic Avenue, Unit 11B3	9/10	Replace kitchen cabinets, tops, and drywall	\$22,285.00	\$237.87
Smith Residence	3003 South Atlantic Avenue, Unit 11B3	9/10	Install cook top and cooktop outlet	\$15,000.00	\$115.00
Shauger Residence	1904 South Atlantic Avenue, Unit 1904	9/11	Install 3 motorized rolldown hurricane shutters	\$13,800.00	\$159.70
Hill Residence	3703 South Atlantic Avenue, Unit 808	9/12	Remove kitchen island, lower bar top, new countertops	\$14,900.00	\$169.74
Kelley Residence	2967 South Atlantic Avenue, Unit 207	9/12	Remodel kitchen and bathroom, new cabinets	\$20,200.00	\$218.63
Junkunc Residence	3333 South Atlantic Avenue, Unit 1005	9/15	Install 2 motorized rolldown hurricane shutters	\$11,254.00	\$136.78
Griffin Residence	2967 South Atlantic Avenue, Unit 1103	9/15	Install 5 motorized rolldown hurricane shutters	\$26,059.00	\$273.00
Johnson Residence	1925 South Atlantic Avenue, Unit 608	9/15	Install 5 motorized rolldown hurricane shutters	\$23,234.00	\$246.61
Benayoun Residence	3003 South Atlantic Avenue, Unit 21A2	9/15	Replace window and sliding glass doors	\$37,000.00	\$377.30
JT Hardin Residence	1925 South Atlantic Avenue, Unit 908	9/17	Install 5 motorized rolldown hurricane shutters	\$23,224.00	\$246.52
Craveiro Residence	2855 South Atlantic Avenue, Unit 301	9/17	Replace 5 windows and 1 sliding glass door	\$17,000.00	\$189.11
Bolen Residence	156 Key Colony Court	9/17	Install 12 motorized roll down hurricane shutters	\$20,890.99	225.01
Lee Residence	2425 South Atlantic Avenue, Unit 606	9/18	Replace 1 sliding glass door	\$11,500.00	\$139.00
Phillips Residence	2555 South Atlantic Avenue, Unit 202	9/18	Tub to shower conversion, new vanity and top	\$11,800.00	\$141.70
Allmond Residence	3757 South Atlantic Avenue, Unit 602	9/18	Bath and kitchen remodel	\$22,217.24	\$237.24
Krajina Inc Property	204 Moore Avenue	9/19	Install 600 feet of 6 foot tall chain link fence	\$11,268.00	\$132.91
Donaldson Residence	4 Oceans West Boulevard, Unit 307A	9/19	Remodel master bath and guest bathrooms	\$59,800.00	\$594.64
Forman Residence	105 Florida Shores Boulevard	9/19	Re-roof 40 square feet tile roof	\$45,720.00	\$460.42
Borsella Residence	143 Key Colony Court	9/19	Re-roof 34 square feet tile roof	\$41,379.00	\$419.05
Gill Residence	3807 South Atlantic Avenue, Unit 503	9/19	Remodel condo unit, new cabinets, tops and vanities	\$60,000.00	\$596.55

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Ocean Breeze	2617 South Atlantic Avenue	9/19	Install 900 feet of pavers, sod and irrigation	\$18,000.00	\$198.34
Sand Dollar Condo	3115 South Atlantic Avenue	9/22	Install new sheet pile wall in front of existing seawall	\$325,000.00	\$3,122.66
Donaldson Residence	4 Oceans West Boulevard, Unit 307A	9/23	Mold mitigation demo	\$10,800.00	\$361.40
McRiley Investments LLC	1925 South Atlantic Avenue, Unit 801	9/23	Replace 3 ton split system	\$13,313.00	\$155.32
Oceans Cloverleaf North	4 Oceans West Boulevard	9/23	Concrete repairs on balconies, replace 26 sliding glass doors	\$659,783.00	\$5,240.60
Oceans Four Condo	3003 South Atlantic Avenue	9/25	Trash chute repair, C tower, floors 1-5	\$30,284.00	\$313.28
Oceans Five Condo	2987 South Atlantic Avenue	9/25	Replace pit lights, switches and GFCI receptacles	\$16,975.00	\$126.85
Nielson Residence	3145 South Atlantic Avenue, Unit 204	9/25	Change out full HVAC system	\$13,448.00	\$156.53
Ramsey Residence	2425 South Atlantic Avenue, Unit 1805	9/25	Replace 1 sliding glass door, size for size	\$11,685.00	\$140.66
Sand & Surf Condo	2535 South Atlantic Avenue	9/25	Remove and replace mansard area, metal to metal	\$38,400.00	\$390.65
Kelley Residence	2967 South Atlantic Avenue, Unit 207	9/25	Shower to shower conversion	\$17,700.00	\$195.57
Ratliff Residence	2917 South Atlantic Avenue, Unit 207	9/26	Replace 3 sliding glass doors	\$21,745.00	\$232.88
Winters Residence	2055 South Atlantic Avenue, Unit 1108	9/26	Install 2 electric and 1 manual hurricane shutters	\$13,110.00	\$153.49
Hogue Residence	3757 South Atlantic Avenue, Unit 802	9/26	Install 3 electric rolldown hurricane shutters	\$18,831.00	\$206.01
Oceanside Inn	1909 South Atlantic Avenue	9/26	Replace 16 stairway, 9 electrical, and 2 laundry doors	\$48,000.00	\$482.16
Tuysuzian Residence	3757 South Atlantic Avenue, Unit 603	9/29	Rebuild shower, install new vanity	\$21,000.00	\$226.01
Richardson Residence	1 Oceans West Boulevard, Unit 9A3	9/29	Remodel bathroom, rebuild shower, install new vanity	\$15,000.00	\$170.66
Poock Residence	3145 South Atlantic Avenue, Unit 1005	9/29	Install new kitchen cabinets and countertops	\$26,000.00	\$272.44
Curran Shores South	3641 South Atlantic Avenue	9/30	Install helical piers on 3 units for foundation stabilization	\$21,917.80	\$234.48
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$2,179,154.28	\$21,167.64

Building Division Revenue by Permit Category:

PERMIT TYPE	SEPTEMBER 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	SEPTEMBER 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
BUILDING	\$21,467.98	\$265,421.58	\$12,731.57	\$217,122.76
ROOF	\$3,539.00	\$50,548.05	\$0.00	\$29,075.13
DEMOLITION	\$0.00	\$125.00	\$0.00	\$680.00
ELECTRICAL	\$4,165.02	\$47,296.07	\$1,780.51	\$28,219.28
MECHANICAL	\$4,000.19	\$51,893.93	\$2,535.63	\$49,352.65
PLUMBING	\$1,990.37	\$38,029.00	\$4,842.10	\$52,002.86
SIGN	\$436.50	\$2,881.38	\$54.50	\$3,831.12
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$1,110.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$807.91	\$4,313.35	\$147.00	\$2,877.62
DEVELOPMENT FEES	\$467.50	\$5,407.50	\$0.00	\$19,550.84
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$36,874.47	\$465,915.86	\$22,091.31	\$403,812.26

Building Division Activities:

ACTIVITY	SEPTEMBER 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	SEPTEMBER 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
INSPECTIONS	{271} + [0] = 271	3160	{98} + [148] = 246	3763
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	4
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	2
FINAL INSPECTIONS	{219} + [0] = 219	2033	{68} + [27] = 95	2409
FAILED INSPECTIONS	{9} + [0] = 9	224	{8} + [26] = 34	498

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: \$47,604,112.31

Projects Begun Last Fiscal Year – 2023 to 2024: \$88,785,455.00

Projects Begun Two Fiscal Years Ago – 2022 to 2023: \$64,300,811.00

COMMUNITY SERVICE DEPARTMENT PUBLIC WORKS & SEWER DIVISIONS MONTHLY REPORT - SEPTEMBER 2025

FACILITIES MAINTENANCE DIVISION:

This division has three positions, two building maintenance employees and 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 in-house. 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 position is responsible for assisting with setting up for rentals at the Community Center if needed, 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: Dug out and cleared debris from stormwater pipes, fixed door on tennis shed, painted Veterans Park sign, added insulation to AC vents, trouble shoot AC upstairs leaking water, fixed leaking toilets

- Public Safety: Numerous AC repairs, shadowed drywall replacement workers, trouble shoot mini split problem, shadowed pest control worker installing rat traps, replaced urinal, fixed a cracked block in fire bay
- City Hall: Continued to trouble shoot and try to fix leaking roof from AC units, assisted with replacement of 1st floor AC units, replaced sink in 3rd floor bathroom

PARKS / STREETS DIVISION:

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

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. This department has also been assisting with set up and break downs for the Community Center events. 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:

- Painted crosswalk at S. Atlantic Ave./Bellemead Drive
- Cleared vegetation near midsize FPL boxes and washed for wrapping by contractor
- Repaired sidewalk by 3060 S. Atlantic Avenue
- Prepped and painted seawall at Fornari Park

- Repaired walkover at Fornari Park
- Boarded up broken windows and doors at 2841 S. Atlantic Avenue as directed by the Public Safety Department
- Assisted with AC unit repairs from holes leaking in roof at city hall
- Filled in washed out rock at Bella Vista public dune walkover
- Cleaned park shower pads through the city
- Installed new soap dispenser at Peck Park
- Located missing valves at Andrinopoulos and Beachcomber Parks
- Pump replacement at St. Kitts Park
- Replaced the timer at the north city limit monument sign
- Repaired irrigation and valves at north city limit monument sign
- Removed patriotic street banners and put up regular banners

Electrician:

- Electrical Locates: 32
- Installed/removed turtle shields, pulled fuses as needed
- Installed and repaired light fixtures on street light poles and parts
- Checked voltage on the Public Safety Department AC
- Investigated Public Safety Department ice machine tripping issue
- Investigated elevator breaker tripping issue
- Fan lighting issue at bocce ball court, ran new circuit
- Checked voltage for north city limit sign irrigation pump, disconnected power so timer could be replaced
- Replaced the surge suppressor for St Kitts Park irrigation pump, disconnected power so pump could be replaced
- Wired and reassembled bollard light at Urgent Care
- Fixed Community Center 1st floor men's room lights
- Installed new landscape lights at Andrinopoulos and Beachcomber Parks
- Assisted with power disconnect and reconnect of City Hall AC replacement
- Replaced ground lights at Court of Flags

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 – 35
- Sewer credit meter read – 0
- Fixed the fuel gauge on the Master Station generator fuel tank
- Repaired clean out at 157 Key Colony
- Filled in sinkhole at Station 4
- TV gravity line and storm drain at Florida Shores Blvd.
- Fixed a water leak on the Vactron
- Installed fuel check valve on Station 5 bypass pump
- Fixed a flat tire on vehicle 188



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Executive Summary Financial Reports-September 2025

SYNOPSIS:

Fiscal year 2024-25 general fund revenue less expenses is \$4,693,359 due to an increase in charges for services and insurance proceeds from budgeted and a decrease in overall expenses throughout each department from budget.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Fiscal year budget is \$25,133,400 for the general fund and \$25,449,088 for the sewer fund due to grants, loans and capital projects. Capital projects account for \$7,253,584 for the general fund and \$13,983,588 for the sewer fund.

UST Investments are \$18,937,441 for the general fund and \$9,101,595 for the sewer fund, totaling \$28,039,035.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 24-25 Pd 12

EXECUTIVE SUMMARY

Month Ending September, 2025

September, 2025

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$24,663,111	\$19,969,751	\$4,693,359	19%
General Fund Sub-Total	\$24,663,111	\$19,969,751	\$4,693,359	19%
Sewer Fund Operations	\$7,511,858	\$6,625,588	\$886,270	12%
Sewer Fund Restricted Impact Fee	\$8,407	\$4,990	\$3,417	41%
Sewer Fund Sub-Total	\$7,520,266	\$6,630,578	\$889,688	12%
TOTAL ALL FUNDS FISCAL YTD	\$32,183,376	\$26,600,329	\$5,583,047	17%

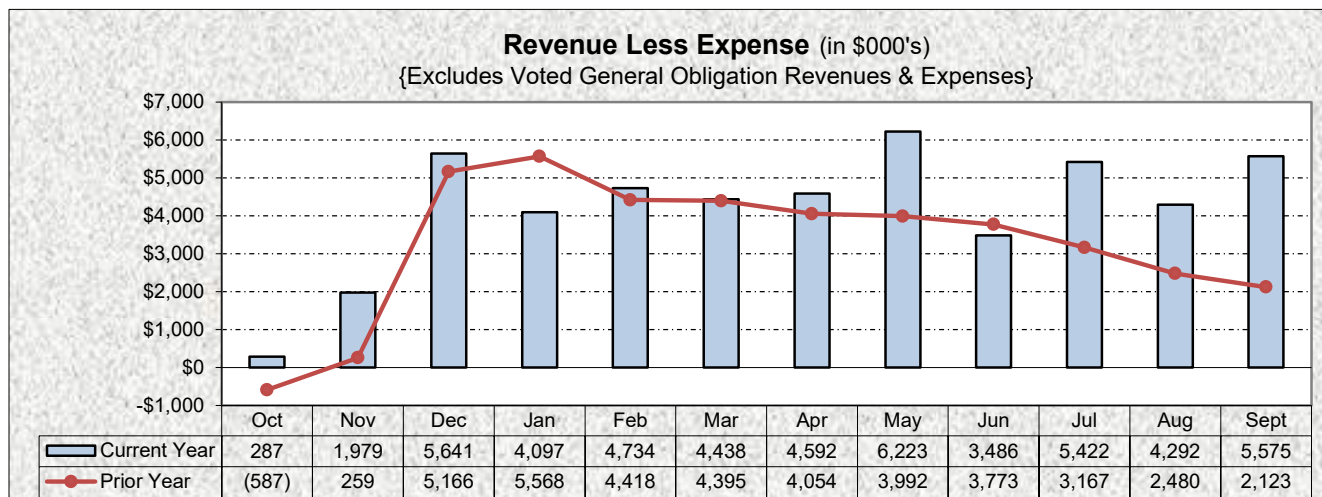
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$25,268,370	\$24,585,735	\$682,635	3%
Sewer Fund	\$12,846,133	\$11,867,258	\$978,875	8%
Sub-Total Operating Funds	\$38,114,503	\$36,452,993	\$1,661,510	5%
TOTAL ALL FUNDS	\$38,114,503	\$36,452,993	\$1,661,510	5%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$1,138,976	\$444,158	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$925,039)	\$150,164	
PROJECTED FYE NORMALIZED CASH FLOW	\$213,937	\$594,322	\$808,259

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

Month Ending September, 2025

NON-G.O. FUNDS	September, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$25,133	\$24,663	\$14,275	\$10,388	73%
General Fund Capital	\$0		\$0	\$0	
Utility Fund	\$11,466	\$7,512	\$2,545	\$4,967	195%
Utility Fund Capital	\$13,984		\$0	\$0	
Total Revenues & Appropriations	\$50,582	\$32,175	\$16,820	\$15,355	91%
Expenses ('000s)					
General Fund Less Capital	\$17,880	\$14,536	\$7,389	\$7,147	97%
General Fund Capital	\$7,254	\$5,434	\$443	\$4,991	1127%
Utility Fund	\$11,466	\$6,631	\$1,899	\$4,732	249%
Utility Fund Capital	\$13,984		\$0	\$0	
Total Expenses & Appropriations	\$50,582	\$26,600	\$9,731	\$16,869	173%
Revenue Less Expense ('000s)					
General Fund	\$0	\$4,693	\$6,443	(\$1,750)	(\$0)
Utility Fund	\$0	\$881	\$646	\$235	36%
Revenue Less Expense	\$0	\$5,575	\$7,089	(\$1,514)	-21%



General Fund Detail Budget Report

Month Ending September, 2025

	September, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,023,000	9,900,442	9,059,215	841,228	9.29%
Business Taxes	99,000	105,707	110,332	(4,625)	-4.19%
Utility Taxes	1,071,800	1,144,889	1,203,978	(59,089)	-4.91%
Permits & Franchise Fees	1,144,600	1,053,204	1,270,518	(217,314)	-17.10%
Intergovernmental	2,148,200	1,057,594	826,902	230,692	27.90%
Donations	-	235	720	(485)	-67.39%
Charges for Services	1,967,000	2,318,315	2,081,472	236,843	11.38%
Fines & Forfeitures	105,000	121,763	162,140	(40,377)	-24.90%
Non-G.O Interest	685,000	562,408	1,068,701	(506,293)	-47.37%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	961,202	1,834,756	155,488	1,679,268	1080.00%
Internal Services	1,266,700	1,258,300	1,081,896	176,404	16.31%
Non G.O. Transfer In-Fund Balance	5,661,898	5,305,498	0	5,305,498	
Non-G.O. Gen. Fund Revenue	\$25,133,400	\$ 24,663,111	\$ 17,021,362	\$ 7,641,749	44.90%
Non-G.O. CAPITAL Revenue				0	
Total Non-G.O. Revenue	25,133,400	24,663,111	17,021,362	7,641,749	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	166,133	152,302	13,831	9.08%
Executive	829,800	701,760	839,139	(137,379)	-16.37%
Finance	762,600	587,530	539,471	48,059	8.91%
Legal Counsel	189,700	122,908	139,515	(16,607)	-11.90%
Comp. Planning	148,000	128,899	89,330	39,569	44.30%
Information Technology	746,142	685,348	632,732	52,616	8.32%
Other Gov't Services	59,000	38,516	38,311	205	0.53%
Public Safety Operations	7,468,000	6,697,715	6,224,990	472,725	7.59%
Building Dept.	757,700	532,758	653,575	(120,817)	-18.49%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,631,200	1,627,474	1,573,706	53,768	3.42%
Public Works Operations	2,240,556	1,855,898	1,609,260	246,638	15.33%
Inventory	-	-	-	-	
Human Resources	67,100	1,784	-	1,784	
Parks & Rec	609,639	564,103	559,384	4,719	0.84%
Community Center	690,644	553,688	654,396	(100,708)	-15.39%
Senior Center	-	-	-	-	
Economic Development Programs	100,000	22,349	30,487	(8,138)	-26.69%
Contingency/Transfers	8,373,061	-	-	-	
Long-Term Debt	225,658	248,827	329,259	(80,432)	-24.43%
Non-G.O. Operations Expense	25,133,400	14,535,690	14,065,857	469,833	3.34%
Non-G.O. CAPITAL Expense	0	5,434,061	1,685,085	3,748,976	222.48%
Total Non-G.O. Expense	25,133,400	19,969,751	15,750,942	4,218,809	26.78%
Non-G.O. Revenue Less Expense	\$ -	\$ 4,693,359	\$ 1,270,420	\$ 3,422,939	269.43%

Utility Fund Detail Budget Report

Month Ending September, 2025

	September, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,739,200	\$3,612,023	\$3,902,779	(\$290,756)	-7%
Interest	215,000	546,247	484,456	61,791	13%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	6,551,700			0	
Transfer from Fund Balance	\$ 3,384,088	3,353,588	0	3,353,588	
Total Operating Revenues	\$ 25,432,988	\$7,511,858	\$4,387,235	\$3,124,623	5%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 11,449,400	\$3,272,000	\$3,473,563	\$201,563	6%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	13,983,588	3,353,588	0		
Total Operating Expense	\$ 25,432,988	\$6,625,588	\$3,473,563	\$201,563	6%
Operations Margin	\$ -	\$886,270	\$913,672		
% Gain/(Loss)		13%	26%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 8,285	\$15,384	(\$7,099)	-46%
Impact Fee Interest	100	122	121	1	1%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 8,407	\$ 15,505	\$ (7,098)	-46%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 4,990	\$9,374	\$ 4,384	47%
Total Impact Fee Expense	\$ 16,100	\$ 4,990	\$9,374	\$ 4,384	47%
Impact Fee Margin	\$ -	\$ 3,417	\$ 6,131	\$ (2,714)	-44%
% Gain/(Loss)		68%	65%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 25,449,088	\$7,520,266	\$3,520,153	\$4,000,113	
TOTAL FUND Expense	\$ 25,449,088	\$6,630,578	\$3,159,451	\$3,471,127	
FUND Revenue Less Expense		\$889,688	\$360,702	\$7,471,240	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending September, 2025

Department	Description	Budgeted*	Paid
60645 Lease	Lease	10,800	-
30100 GF Improvements	Improvements	355,000	293,227
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	163,296
30500 PS Vehicles/Equipment	Equipment/Vehicles	2,677,600	2,437,652
30800 GF Transportation	Improvements	299,400	133,160
31700 GF Facility Renew/Replace	Building, Land, Improvements	2,754,000	143,297
32200 GF Leisure Capital	Improvements, Machinery	986,784	784,887
601 Forfeiture	Machinery/Equipment		27,560
GENERAL FUND TOTAL		7,253,584	3,983,079
40800 SWR Equipment	Equipment	166,000	35,758
40900 SWR Improvements	Improvements	13,817,588	845,956
	Capital Offset to Depreciation Exp	(13,983,588)	(3,026,439)
GRAND TOTAL		7,253,584	3,983,079

INVESTMENT REPORT
Month Ending September, 2025

Policy Restrictions

<u>Investment</u>	<u>September, 2025</u>	<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	73.6%	Yes
Cash & CDs	CASH			None	26.4%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 631	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 631	4.48%	0%
TOTAL SBA						\$ 1,262		0.0%
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	\$ 2,854,647	2.91%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	General Fund	\$ 2,168,934	3.19%	6%
U.S. Treasury Bill	912797NL7	11/29/2024	Investment	USGS	General Fund	\$ 5,906,693	2.35%	15%
U.S. Treasury Bill	912797PRB5	10/7/2025	Investment	USGS	General Fund	\$ 4,004,284	0.47%	11%
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	\$ 4,002,884	2.96%	11%
U.S. Treasury Bill	912797NA0	10/30/2025	Investment	USGS	General Fund	\$ 2,856,640	1.99%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	Sewer Fund	\$ 1,674,142	3.25%	4%
U.S. Treasury Bill	912797QD2	11/28/2025	Investment	USGS	Sewer Fund	\$ 2,854,976	3.39%	7%
U.S. Treasury Bill	912797PRB5	4/16/2026	Investment	USGS	Sewer Fund	\$ 1,715,836	0.47%	5%
TOTAL US TREASURIES						\$ 28,039,035		73.6%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 7,165,412	0.75%	19%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,841,948	0.75%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,927	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 885,927	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,704	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,951	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 10,074,206		26.4%

TOTAL CURRENT VALUE @ PERIOD END	\$38,114,503
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.7150%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
General Fund (excl. G.O. Funds)	\$ 25,268,370	\$ 25,725,955	\$ 26,928,469	\$ 24,129,394
Sewer Fund	\$ 12,846,133	\$ 12,419,418	\$ 11,746,176	\$ 12,401,975
TOTAL	\$ 38,114,503	\$ 38,145,373	\$ 38,674,645	\$ 36,531,369
Percent Change for Current	N/A	-0.1%	-1.4%	4.3%

Month Ending September, 2025

September, 2025

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)		4.47%	\$ 631		\$28
BoA	Cash-Pool Cash Account (5882)		0.75%	\$ 7,165,412		\$53,741
	<i>Includes Contraband Pool Cash</i>			\$ 44,888		\$0
	<i>Includes Economic Development Cash</i>			\$ 533,512		\$0
	<i>Includes Capital Improvement Funds</i>			\$ 1,606,442		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,673,559)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,951	0.15%	\$ 36,951	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$885,927	0.75%	\$ 885,927	-	\$6,644
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (194,770)		\$0
	CD (5936)	\$110,336	1.85%	\$ 110,336	\$0	\$2,041
JP Morgan	US Treasury Securities	\$18,528,778	2.25%	\$ 18,937,441	\$408,663	\$417,181
ALL GENERAL FUND			3.26%	\$ 25,268,370	\$408,663	\$479,691
PRIOR MONTH				\$ 25,725,955		

SEWER OPERATING						
SBA	Investment (032)	\$631	4.47%	\$ 631	\$0	\$28
BoA	Sewer Operating Fund (4319)	\$1,841,948	0.75%	\$ 1,841,948		\$13,815
Seacoast	Cash (4966)	\$22,704	0.15%	\$ 22,704	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,794,780		\$0
JP Morgan	US Treasury Securities	\$8,949,309	2.37%	\$ 9,101,595	\$152,286	\$211,799
ALL SEWER OPERATING FUND			3.49%	\$ 12,761,658	\$152,286	\$225,676
PRIOR MONTH				\$ 12,332,957		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	\$ 10,927		\$82
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 73,548		\$0
ALL SEWER IMPACT			0.10%	\$ 84,475	\$0	\$82
PRIOR MONTH				\$ 86,461		

ALL FUNDS			1.85%	\$ 38,114,503	\$560,949	\$705,449
PRIOR MONTH				\$ 38,145,373		
MONTHLY CHANGE				\$ (30,870)		
MONTHLY CHANGE %				-0.1%		

Month Ending September, 2025

September, 2025

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/29/24	10/30/25	\$ 2,864,000		\$ 2,753,758	2.91%	\$ 2,854,647	\$ 100,889		\$ 110,242
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	\$ 2,183,000		\$ 2,101,044	3.19%	\$ 2,168,934	\$ 67,889		\$ 81,956
J.P.Morgan	US Treasury Bill (1-month)	912797PRB5	09/10/25	10/07/25	\$ 4,007,000		\$ 3,995,520	0.47%	\$ 4,004,284	\$ 8,764		\$ 11,480
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	\$ 4,016,000		\$ 3,857,284	2.96%	\$ 4,002,884	\$ 145,600		\$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NL7	05/29/25	11/28/25	\$ 5,945,000		\$ 5,821,172	2.35%	\$ 5,906,693	\$ 85,521		\$ 123,828
ALL GENERAL FUND					\$ 19,015,000		\$ 18,528,778		\$ 18,937,441	\$ 408,663	\$ -	\$ 486,222
									PRIOR MONTH	\$ 18,874,256		
												2.25%

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	\$ 1,685,000		\$ 1,619,760	3.25%	\$ 1,674,142	\$ 54,383		\$ 65,240
J.P.Morgan	US Treasury Bill (6-month)	912797NA0	04/29/25	10/30/25	\$ 2,866,000		\$ 2,808,369	1.99%	\$ 2,856,640	\$ 48,271		\$ 57,631
J.P.Morgan	US Treasury Bill (12-month)	912797QD2	04/29/25	04/16/26	\$ 2,913,000		\$ 2,809,099	3.39%	\$ 2,854,976	\$ 45,877		\$ 103,901
J.P.Morgan	US Treasury Bill (1-month)	912797PRB5	09/10/25	10/07/25	\$ 1,717,000		\$ 1,712,081	0.47%	\$ 1,715,836	\$ 3,755		\$ 4,919
ALL SEWER OPERATING FUND					\$ 9,181,000		\$ 8,949,309		\$ 9,101,595	\$ 152,286		\$ 231,691
									PRIOR MONTH	\$ 9,070,739		
												2.37%

ALL FUNDS					\$ 28,196,000		\$ 27,478,087		\$ 28,039,035	\$ 560,949		
									PRIOR MONTH	\$ 27,944,995		
									MONTHLY CHANGE	\$ 94,040		
									MONTHLY CHANGE %	0.3%		



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mark Swanson, Acting Public Safety Director
PREPARED BY: Mark Swanson, Acting Public Safety Director
SUBJECT: Purchase of PADTrax RFID Software

SYNOPSIS:

This item is for the purchase of PADTrax RFID software program which was approved by commission in the FY 25/26 budget. The total purchase \$29,123.00.

FISCAL IMPACT STATEMENT:

BACKGROUND:

This purchase is for PADTrax RFID software program. RFID tags used for property and evidence management are small electronic tags that can be attached to items, allowing for quick and accurate tracking of their location and movement within a system, typically used by law enforcement agencies to maintain a detailed chain of custody for evidence items and manage property recovered during investigations; essentially, they provide a way to identify and monitor individual pieces of evidence or property through radio frequency identification, enabling faster inventory checks and improved accountability

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move we approve the item as presented on consent.



C & A Associates, Inc.



1814 S. Range Ave. Suite A
Denham Springs, LA 70726
(225) 791-7797

Quote# 4308
Date: 10/09/2025

City of Daytona Beach Shores Public Safety
Brian Brueggemann
bbrueggemann@cityofdb.org

Expiration Date: 12/30/2025

Ship To: 3050 S. Atlantic Ave
Daytona Beach Shores, FL 32118

Salesperson		Job		
Jim Snyder		City of Daytona Beach Shores Public Safety deal		
Product Code	Description	Qty	Unit price	Amount
	PADtrax RFID Software	1	\$7,000.00	\$7,000.00
PADTrax interface to RMS	PADTrax interface to Central Square	1	\$0.00	\$0.00
RF-ZONE-017	RFID Read-Zone	2	\$3,450.00	\$6,900.00
RF-BL-2400	RFID Block Reader	1	\$565.00	\$565.00
RF-SIG-460HSBR	RFID Signature Pad	1	\$355.00	\$355.00
RF-SENTER HH	RFID Handheld	1	\$3,750.00	\$3,750.00
RF-PRINT-ZD621R	RFID Printer	1	\$2,600.00	\$2,600.00
RFID-EVTAG3X2	RFID-EVTAG3X2 WHITE EVIDENCE TAG	8320	\$0.45	\$3,744.00
RF-RIBBON RESIN-3X4	RFID Printer RESIN Ribbons Law Enforcement	8	\$16.75	\$134.00
Installation & Training	Installation & Training	1	\$3,500.00	\$3,500.00
	shipping	1	\$575.00	\$575.00

Grand Total: \$29,123.00

Annual Maintenance:

\$ 6,000.00 » Includes Software License, Support & Upgrades - Hardware Depot Maintenance

- Purchaser Agrees to Pay Grand Total to the Seller. Applicable Tax Not Included
- 35% Deposit Due Before Product Order if Grand Total Exceeds \$ 7,500.00
- 4.0% Surcharge Fee If Paying by Credit Card
- Balance Due Upon Completion of Installation
- All Servers and PC's to be Provided by Purchaser Based on C&A Specs
- Purchaser Responsible for Providing Network Connection from Server to All Read-Zones
- Annual Maintenance/Support Invoiced After 1 year Warranty Period

To accept this quotation, sign here and return: _____

Printed: _____ Date: ____/____/____

RFID Tags for Property and Evidence

RFID tags used for property and evidence management are small electronic tags that can be attached to items, allowing for quick and accurate tracking of their location and movement within a system, typically used by law enforcement agencies to maintain a detailed chain of custody for evidence items and manage property recovered during investigations; essentially, they provide a way to identify and monitor individual pieces of evidence or property through radio frequency identification, enabling faster inventory checks and improved accountability.

Key points about RFID tags in property and evidence management:

- **Functionality:**

Each RFID tag contains a unique identifier that can be read by a scanner, allowing the system to record details like item description, case number, and location when scanned.

- **Chain of custody:**

By tracking the movement of tagged items through scans, RFID systems create a detailed chain of custody records, ensuring transparency and accountability in evidence handling.

- **Benefits:**

- **Fast inventory checks:** Multiple tags can be read simultaneously, enabling quick inventory audits of large evidence storage areas.
- **Real-time tracking:** Provides immediate information on the location of evidence items within the facility.
- **Reduced errors:** Minimizes the risk of misplacing or losing evidence due to automated tracking.

- **Applications:**

- **Police evidence rooms:** Tracking seized items, weapons, and other evidence from crime scenes.
- **Forensic labs:** Monitoring the movement of forensic samples throughout analysis
- **Property management:** Keeping track of recovered personal belongings and vehicles

Important considerations when choosing RFID tags for property and evidence management:

- **Tag type:** Selecting the appropriate tag based on the size and material of the item to be tagged (e.g., adhesive labels, hard tags for metal surfaces)
- **Read range:** Choosing a tag with a read range suitable for the scanning environment
- **Data capacity:** Considering the amount of information needed to be stored on each tag (case details, item description)

- **Software integration:** Ensuring compatibility with existing evidence management software systems.

RFID tags can potentially work with Central Square CAD, as many Central Square CAD systems offer integration capabilities with various hardware like RFID readers, allowing you to link RFID tags to specific data within the CAD system for tracking assets or personnel within a public safety environment: however, the specific functionality and compatibility would depend on the exact Central Square CAD version and configuration you are using.

Key points to consider:

- **Integration through APIs:**

Most modern CAD systems, including Central Square, provide APIs (Application Programming Interfaces) that allow developers to create custom integrations with external devices like RFID readers, enabling data exchange between the tag and the CAD system.

- **Use cases for RFID with Central Square CAD:**

- **Asset tracking:** Tagging equipment like police vehicles, evidence bags, or medical supplies with RFID tags to track their location and status within the CAD system.
- **Personnel management:** Using RFID badges to log officer activity, track their location, or manage access control.
- **Incident management:** Linking RFID tags to specific incident locations to streamline data entry and dispatch operations.

Important factors to check:

- **Central Square CAD version:**

Ensure your CAD version has the necessary features and API support for RFID integration.

- **RFID reader compatibility:**

Choose an RFID reader that is compatible with your Central Square CAD system and can interface with the chosen API.

- **Custom development needs:**

Depending on the desired functionality, you may need to work with a developer to create a custom integration solution for your specific needs.

There has been communication with C&A Associates who are the specialists for Personnel Asset Document Tracking (PADtrax). It is reported that the RFID system will integrate with Central Square CAD System.

We have met collectively for the purpose of identifying what will be needed to integrate this system into our property and evidence management operation.



FOR MORE INFORMATION CONTACT:

Matthew Moss
C&A Associates, Inc.
1814 S. Range Road, Suite A
Denham Springs, LA 70726
225.791.7797
mattmoss@caassociates.com

Sole-Source Provider for



The PADtrax RFID Evidence and Accountability system from C&A Associates is the only system available that has successfully employed RFID technology to fully track and monitor items of evidence through the entire evidence management process in a Law Enforcement environment. With PADtrax agencies account for and track tagged evidence items from intake through movement into and out of an area secured with RFID detection devices. This document details reasons why this system is unique and outlines the reasons why the PADtrax system is a sole-source product with patents issued by the U.S. Patent Office (US 9,836,936 B1). PADtrax is the first structure specifically designed for the use of RFID Technology throughout the entire process of tracking evidence and evidence chain-of-custody assurance, and as such is the only product that is available for this use (i.e. it is a Sole Source product for tracking evidence in a Law Enforcement environment).

A common application for RFID integrators is to make a provision in software that allows an RFID "Smart Label" to be attached to an item so that it can be located with a handheld reader. While this does accomplish the task of making item location easier, it does not assist with any other process of item handling.

Some integrators do attempt to go beyond this by implementing "Chokepoint" or "Pinchpoint" technology into tracking. However, these attempts are often very coarse in their approach. This is because they log the status of a tagged item based on whether the mounted hardware successfully reads the tag. This process may be adequate in situations of less-critical tracking, more predictable movements (such as forklifts and conveyor belts), or situations where items can take a long time to be read, this would not be adequate for evidence room environments.

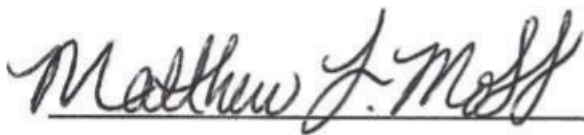
This is because of a few very important factors:

1. Evidence is transported in and out of evidence by humans. Human bodies introduce a multitude of effects in RF environments

2. Humans never do the same thing twice. Sometimes items are carried on the left, sometimes the right, etc.
3. Different quantities of items move quickly through the door each time.
4. Most critically, stationary items are often stored within the distance the RFID antenna can read moving objects. This means RFID chokepoint systems must be able to distinguish between moving and stationary items, which is often quite difficult to do in environments that are not tightly controlled (such as lab and testing environments). Most adjustments made to accomplish this are performed at a tradeoff (reliability, read time, etc). PADtrax utilizes proprietary phase-angle analysis and other algorithms in order to make decisions regarding tag movement, inventory, and more.
5. PADtrax analyzes a multitude of data in near-real-time to determine whether a RFIDtagged item is on the inside or outside of the closed door of the evidence room, because such measures are critical when tracking the movement of evidence, which is different than tracking things as they move across a loading dock, conveyor belt, etc.
6. PADtrax is designed to minimize the amount of physical constraint on users. The PADtrax system will accommodate the variances in the way evidence officers move items in and out.

These steps, and other procedures in the software, have allowed C&A Associates to receive award and issuance of a patent from the U.S. Patent Office for our use of RFID Technology specifically towards evidence chain-of-custody. We only use PADtrax for evidence accountability which sets us apart from other companies offering one system for all installations.

As the inventor and owner of the PADtrax product line, C&A is the sole-source provider for the PADtrax Evidence Accountability System.



Date: January 25 2025

Matthew L. Moss
President C&A Associates
mattmoss@caassociates.com
800.679.7764



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Justice Assistance Grant (JAG) Contract for Services

SYNOPSIS:

The Public Safety Department was awarded \$24,500 for a Drug Detection K9 program. The attached is the subaward contract.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the contract for \$24,500 for the Drug Detection K9 program.

ATTACHMENT: 1. JAG Contract Drug Detection K9

**CITY OF DAYTONA BEACH SHORES
DRUG DETECTION K9
FY 2024 JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM
SUBAWARD CONTRACT FOR SERVICES (CS-2004)**

THIS SUBAWARD CONTRACT is entered into between the County of Volusia (hereinafter referred to as the "**COUNTY**"), who is the sub-grantee for 1988 Anti-Drug Abuse Act grant and "**THE CITY OF DAYTONA BEACH SHORES.**" (hereafter referred to as "**DAYTONA BEACH SHORES**") a non-profit corporation who is a subrecipient on behalf of the **COUNTY** under the 1988 Anti-Drug Abuse Act grant.

The following information is identified in accordance with 2 CFR 200.331(a)(1):

Tiered subrecipient:	The City of Daytona Beach Shores
Tiered subrecipient's UEI number:	Z4MVCMLG2G63
FDLE federal award number:	15PBJA-24-GG-04224-MUMU
FDLE subaward number:	JG101
Subrecipient's tiered subaward award date:	10/1/2025
Grant award period:	10/01/2025-09/30/2026
Tiered subrecipient subaward award amount:	\$24,500.00
Total amount of federal funding allocated to the tiered subrecipient from any source:	\$24,500.00
Tiered subrecipient's budget total:	\$24,500.00
Tiered subrecipient's project description	Refer to Attachment I: Application for Funding Assistance
Federal awarding agency:	Department of Justice
Pass-through entity:	Florida Department of Law Enforcement and County of Volusia
Contact information for awarding official of the tiered subrecipient:	Name: Jeffrey S. Brower, County Chair Phone number: 386-736-2700
CFDA number:	16.738
Award R&D?	No
Indirect cost rate for federal award:	Indirect costs are not included in this subaward

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the **COUNTY** and **DAYTONA BEACH SHORES** agree as follows:

AS TO DAYTONA BEACH SHORES:

1. SCOPE OF SERVICES:

DAYTONA BEACH SHORES agrees to provide the **Drug Detection K9 Program** (hereinafter referred to as "**PROGRAM**"), as approved by the Florida Department of Law Enforcement and attached to this Contract as "Attachment I: Application for Funding Assistance" on behalf of the **COUNTY**, within the regulations set forth under the 1988 Anti-

Drug Abuse Act grant (Public Law 10-600). **DAYTONA BEACH SHORES** also agrees to comply with the Office of Justice JAG Standard Conditions, attached to this Contract as "Attachment II: JAG Subaward Standard Conditions".

The services to be offered under the **PROGRAM** include:

Service	Service Description
Drug Detection K9 Kit	The Drug Detection K9 Kit consists of one drug-detection K9, training for the drug detection K9 and training for the drug detection K9 handler.
Drug Detection K9 Vehicle Outfit Kit	The Drug Detection K9 Vehicle Outfit Kit consists of necessary equipment for vehicle modifications and equipment necessary to safely transport a K9 in a patrol vehicle to include a fan kit, temperature alarm and door opening system that includes horn activation, siren activation, light activation, dual window drop and one door pop remote with holster.

2. **LOCATION OF SERVICES:**

DAYTONA BEACH SHORES will provide **PROGRAM** services to drug offenders throughout Volusia County.

3. **STAFF:**

a. **DAYTONA BEACH SHORES** will provide qualified **PROGRAM** and administrative staff

4. **GRANT COMPLIANCE:**

a. **DAYTONA BEACH SHORES** agrees to comply with the regulations contained in the 1988 Anti-Drug Abuse Act grant awarded to the **COUNTY** through the Florida Department of Law Enforcement, including those conditions listed in the Standard Conditions of the Byrne/JAG application that are incorporated by reference into this Contract.

b. **DAYTONA BEACH SHORES** agrees to generate, maintain, and submit required and requested reports, in the established formats of the **COUNTY** and as contained in the 1988 Anti-Drug Abuse Act, on a monthly basis, regardless of productivity or expense to the Community Assistance Division. **DAYTONA BEACH SHORES** further agrees to cooperate with the **COUNTY** in remedying or otherwise rectifying any deficiencies that may appear or occur in connection with such reports.

Financial Reimbursement Request – Reimbursement requests must be submitted by the 10th day of the month for the preceding month. Reimbursement for eligible expenses will be made in accordance with the County's Travel and Reimbursement Policy, Section 112.061 and 8, Florida Statutes, or their successor, as applicable, unless preempted by the 1988 Anti-Drug Abuse Act. All services requesting

reimbursement must be supported by data and documentation of reimbursable expenditures. Such documentation should include client activity logs, participant sign-in sheets, time sheets, and/or billing spreadsheets. Reimbursement will be denied, and the **COUNTY** may terminate this Contract if the **COUNTY** does not receive proper supporting documentation of reimbursable expenses.

Quarterly Performance Report – Quarterly Performance reports must be submitted in accordance with the Edward Byrne Justice Assistance Grant (“JAG”) specifications and requirements within five (5) days after the end of the months of December, March, June, and September.

Such other reports and information as may be related to the **PROGRAM** must also be provided by **DAYTONA BEACH SHORES** as requested by the **COUNTY**, the State or other official designees of these governmental units. The **COUNTY** reserves the right to audit performance reports, and **DAYTONA BEACH SHORES** hereby consents and agrees to submit to any such audits as may be initiated by the **COUNTY** as a condition of receiving the grant funds provided pursuant to this Contract.

AS TO COUNTY:

1. GRANT AND SUBCONTRACT ADMINISTRATION

The **COUNTY** agrees to provide technical assistance to **DAYTONA BEACH SHORES** as requested and required in the performance of this Contract. The **COUNTY** will monitor **PROGRAM** activities and review **PROGRAM** (including financial) documentation as necessary to ensure both **DAYTONA BEACH SHORES** and the **COUNTY** are in compliance with grant regulations and **DAYTONA BEACH SHORES** is in compliance with the **PROGRAM** requirements under this Contract.

The **COUNTY** acknowledges and agrees to address the special conditions on this award as described on page 4 of Attachment III: Certificate of Subaward.

2. PAYMENTS:

- a. The **COUNTY** will reimburse **DAYTONA BEACH SHORES** within a timely manner upon receipt of an accurate and correct Financial Reimbursement Request form meeting the requirements of this Contract.
- b. The **COUNTY** agrees to hold final payment until all required reports are received from **DAYTONA BEACH SHORES** in the Community Assistance Division and outstanding material issues are resolved by the parties. The **COUNTY** agrees to the terms and conditions concerning closeout of the subaward and tiered subaward as outlined on page 9 of Attachment II: JAG Subaward Standard Conditions.
- c. Reimbursement for the **PROGRAM** will be based upon established objectives completed and **PROGRAM** implementation expenses as follows:

Services	Quantity	Reimbursement Rate	Total
Drug Detection K9 Kit	1	\$19,500.00	\$19,500.00
Drug Detection K9 Vehicle Outfit Kit	1	\$5,000.00	\$5,000.00
Total	-	-	\$24,500.00

- d. Reimbursement for the **PROGRAM** may not exceed the award amount of **\$24,500.00**. Any costs over the award amount of **\$24,500.00** are the responsibility of and must be covered by **DAYTONA BEACH SHORES**.

AS TO BOTH PARTIES:

1. CONFIDENTIALITY:

To the extent permitted by Florida law, all services and client records of **PROGRAM** participants will be strictly confidential, including, but not limited to, social security numbers, medical records, addresses, and other personal information. No information may be released without a proper release of information that conforms with **DAYTONA BEACH SHORES** and the **COUNTY'S** policies and procedures regarding confidentiality. No information will be made available by **DAYTONA BEACH SHORES** or its agents or any subcontractor which could be used to identify any **PROGRAM** client or family. Releases of information for which there is not a statutory basis for confidentiality do not constitute a breach of this Contract.

2. TERM OF CONTRACT:

This Contract is effective the fiscal year beginning October 1, 2025, and ending September 30, 2026. Terms and conditions intended to survive the ending date of the term, including those terms and conditions pertaining to the retention and review of records, closeout, audits, and other program oversight requirements shall survive expiration, termination, or cancellation of this Contract.

3. INDEMNIFICATION:

DAYTONA BEACH SHORES shall, at its own expense, defend, indemnify, and hold the **COUNTY**, including its agents and officials, including elected officials and employees of the **COUNTY**, harmless from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees), which **COUNTY** may incur or have asserted against it under any cause of actual or claim whatsoever in statute, contract, tort, or equity, (including personal injury/death and damage to tangible property) arising from the acts, omissions, misfeasance, malfeasance, or negligence of **DAYTONA BEACH SHORES**.

4. CANCELLATION:

This Contract may be canceled or terminated without cause by a thirty (30) day written

notice by either party sent to the other party. Cancellation or termination by **DAYTONA BEACH SHORES** requires **DAYTONA BEACH SHORES** to be in good standing with regard to its performance of its obligations under the program.

5. **NONWAIVER OF SOVEREIGN IMMUNITY:**

Notwithstanding anything set forth in this Contract to the contrary, nothing in this Contract may be deemed as a waiver of immunity or limits of liability of the **COUNTY** beyond any statutory limited waiver of sovereign immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature. Regardless of anything set forth in this Contract to the contrary, the cap on the amount and liability of the **COUNTY** for damages arising from this Contract, regardless of the number or nature of claims in tort, equity or contract, may not exceed the dollar amount set by the Florida legislature for tort. Further, nothing in this Contract may inure to the benefit of any third party for the purpose of allowing any claim against the **COUNTY**, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

6. In no event will the **COUNTY** be liable to **DAYTONA BEACH SHORES** for any incidental, indirect, special, punitive or consequential damages, even if the **COUNTY** knew or should have known about the possibility of such damages pursuant to any provision of this Contract.

7. *Intentionally Left Blank.*

8. Regardless of the provisions of Paragraph 4, **DAYTONA BEACH SHORES** shall indemnify, defend, and hold the **COUNTY** harmless from and against any and all claims and actions from **DAYTONA BEACH SHORES'** Subcontractors for payment for Services and Work provided by Subcontractors for **DAYTONA BEACH SHORES** under this Contract. **COUNTY** is under no obligation to ensure that **DAYTONA BEACH SHORES'** Subcontractors are paid, and **DAYTONA BEACH SHORES** is solely responsible for ensuring that any such Subcontractors are paid.

9. This Contract is governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida.

10. **DAYTONA BEACH SHORES** acknowledges the **COUNTY's** obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (commonly known as the Florida Public Records Act), to release public records that are not otherwise statutorily exempt or confidential to members of the public upon request. **DAYTONA BEACH SHORES** acknowledges that the **COUNTY** is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Contract and said statute controls over the provisions of this Contract. **DAYTONA BEACH SHORES** agrees to comply with these laws and any other laws related to provision of public records and to assist the **COUNTY** in complying with the same as it relates to all aspects of this Contract.

11. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the **COUNTY** is required to provide **DAYTONA BEACH SHORES** with this statement and establish the following requirements as contractual obligations pursuant to the Contract:

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, [communityassistance@volusia.org], by mail, Volusia County Community Assistance Division, Attn: Public Records Custodian: 121 W. Rich Avenue, DeLand, FL 32720.

By entering into this Contract, **DAYTONA BEACH SHORES** acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if **DAYTONA BEACH SHORES** does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of **DAYTONA BEACH SHORES** or keep and maintain public records required by the County to perform the service. If **DAYTONA BEACH SHORES** transfers all public records to the County upon completion or termination of the Contract, **DAYTONA BEACH SHORES** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **DAYTONA BEACH SHORES** keeps and maintains public records upon completion or termination of the Contract, **DAYTONA BEACH SHORES** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If **DAYTONA BEACH SHORES** receives any such request, **DAYTONA BEACH SHORES** shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify **DAYTONA BEACH SHORES** of such request, and **DAYTONA BEACH SHORES** must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

DAYTONA BEACH SHORES acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. **DAYTONA BEACH SHORES** further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. **DAYTONA BEACH SHORES** shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from **DAYTONA BEACH SHORES'** failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by **DAYTONA BEACH SHORES'** 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. **DAYTONA BEACH SHORES** authorizes County to seek declaratory, injunctive, or other appropriate relief against **DAYTONA BEACH SHORES** from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

12. **DAYTONA BEACH SHORES** agrees to maintain such financial records and other records as may be prescribed by the **COUNTY** or by applicable federal and state laws, rules, and regulations. The **COUNTY** shall have the right to audit the books, records, and accounts of **DAYTONA BEACH SHORES** that are directly related to this Contract. **DAYTONA BEACH SHORES** shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. **DAYTONA BEACH SHORES** shall preserve and make available, at reasonable times for examination and audit by **COUNTY**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by **COUNTY** to be applicable to **DAYTONA BEACH SHORES'** records, **DAYTONA BEACH SHORES** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **DAYTONA BEACH SHORES**. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for **COUNTY'S**

disallowance and recovery of any payment upon such entry.

13. **DAYTONA BEACH SHORES** is hereby required to be registered in and utilize the E-Verify System in accordance with Section 448.095(5), Florida Statutes. Pursuant to § 787.06(13), Florida Statutes, **DAYTONA BEACH SHORES** further agrees to execute and return to the **COUNTY** an affidavit signed by an officer or representative of **DAYTONA BEACH SHORES** under penalty of perjury attesting that **DAYTONA BEACH SHORES** does not use coercion for labor or services as defined in § 787.06, Florida Statutes.
14. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Contract will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of the COUNTY :	With a copy of legal notices to:
Agency: County of Volusia Attention: Carmen Hall Community Assistance Director Address: 121 West Rich Avenue DeLand, FL 32720 Phone: (386) 736-5955 Fax: (386) 943-2011	Agency: County of Volusia Attention: County Attorney Address: 123 West Indiana Avenue Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of The City of Daytona Beach Shores:	With a copy of legal notices to:
Agency: City of Daytona Beach Shores Attention: Kurt Swartzlander, City Manager Address: 3050 S. Atlantic Ave. Daytona Beach Shores, FL 32118 Phone: 386-763-5369 Email: kswartzlander@cityofdb.org	Agency: City of Daytona Beach Shores Attention: Cheri Schwab, City Clerk Address: 3050 S. Atlantic Ave. Daytona Beach Shores, FL 32118 Phone: 386-763-5364 Email: cschwab@cityofdb.org

15. Each party will act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Contract.
16. By entering into this Contract, **CITY OF DAYTONA BEACH SHORES** and the **COUNTY** hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Contract for any litigation limited solely to the parties of this Contract.

17. If any provision of this Contract shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Contract, such provision shall be construed so as to make it enforceable to the greatest extent permitted, and the remaining provisions of this Contract shall remain in full force and effect unless the **COUNTY** or **CITY OF DAYTONA BEACH SHORES** elect to terminate this Contract. An election to terminate this Contract based upon this provision must be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Contract, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
18. This Contract shall not be assigned, transferred, or encumbered by **DAYTONA BEACH SHORES** unless authorized by the **COUNTY** in writing as modification to this Contract.
19. This Contract and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

IN WITNESS WHEREOF, the **COUNTY OF VOLUSIA** and **DAYTONA BEACH SHORES**.
have executed this Contract.

CITY OF DAYTONA BEACH SHORES.

Executive Officer or Official

Date

ACKNOWLEDGED:

City Council/Commission Chair

Date

COUNTY OF VOLUSIA

Carmen Hall
Community Assistance Director

Date



Criminal Justice Grants THIRD PARTY CERTIFICATE OF SUBAWARD

Email completed form to: CJgrants@fdle.state.fl.us

FDLE Recipient Name: Volusia County Board of Commissioners

FDLE App/Award #: JG101

Federal Program: Edward Byrne Memorial Justice Assistance Grant

Federal Agency: USDOJ

Federal Award Number: 15PBJA-24-GG-04224-MUMU

CFDA #: 16.738

This form must be completed for all third-party agreements determined to be **SUBRECIPIENTS** by CJG's Third-Party Determination Checklist. The FDLE Recipient must complete Parts I through IV and forward a copy to the tiered subrecipient for their signature in Part V. A copy of the fully executed Certificate of Subaward must be maintained on file by both parties and provided to FDLE.

Entities passing funds through to a "tiered subrecipient" must ensure their compliance with 2 CFR §200.332 – *Passthrough entity requirements*. Failure to address, or provide documentation of, compliance with these requirements will result in a withholding of funds condition on the FDLE Recipient's award. Withholding of funds conditions prevent the review and approval of payment requests, ultimately delaying reimbursement.

Part I: Certificate of Subaward

The City of Daytona Beach Shores

Z4MVCMLG2G63

Tiered Subrecipient's Name

Tiered Subrecipient's UEI

C-JG101: Drug Detection K9

C-JG101

Tiered Subrecipient's Award/Contract Title

Tiered Subrecipient's Award/Contract #

Grant Project Period: 10/1/2025 to 9/30/2026 10/1/2025
Start Date End Date Effective Date

Indirect Costs: No

Indirect Cost Rate: 0.00%

Project Cost: \$ 24,500 \$ 0 \$ 24,500
Grant Funds Other Funds Total Cost

Research and Development: No

Project Description:

Recipient will use federal grant funds to procure on behalf of the City of Daytona Beach Shores a drug detection K9, training for the drug detection K9 and K9 handler and vehicle outfitting for transportation of the drug detection K9. Upon receipt of the procured equipment and services, the Volusia County Board of Commissioners will transfer the equipment to the City of Daytona Beach Shores and submit the Grant-Funded Item Transfer Form to the Office of Criminal Justice Grants.

Part II: Third-Party Compliance Review

1. Does the tiered subrecipient have a UEI number? If no, a withholding of funds condition will be placed on the award until a UEI number is obtained.
2. Does the tiered subrecipient have an active SAM.gov registration? If no, a withholding of funds condition will be placed on the award until an active SAM.gov registration is provided to FDLE.
3. Does the tiered subrecipient have a current EEO Certification? If no, the contract is not eligible for reimbursement with federal funds. Documentation must be provided to FDLE at monitoring.

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No



Criminal Justice Grants THIRD PARTY CERTIFICATE OF SUBAWARD

Email completed form to: CJgrants@fdle.state.fl.us

4. Will the tiered subrecipient be interacting with minors under this award? ☐ Yes ☒ No

If yes, the tiered subrecipient must comply with all requirements for Suitability to Work with Minors. Documentation must be provided to FDLE upon request.

5. Does the third-party agreement contain provisions requiring the tiered subrecipient be registered in and utilize the E-Verify System in accordance with Section 448.095(5), Florida Statutes? If yes, provide the page #. ☒ Yes ☐ No

If no, a withholding of funds condition will be placed on the award until an amended agreement including these provisions is provided to FDLE.

Page #: 8

Part III: Pass-through Entity Requirements

1. Does the FDLE Recipient understand they will be required to complete a Third-Party Subaward Risk Assessment and provide a copy at monitoring? ☒ Yes ☐ No
2. Does the FDLE Recipient understand they will be required to complete a Third-Party Subaward Monitoring Tool and provide a completed copy (including supporting documentation) at monitoring? ☒ Yes ☐ No

Part IV: FDLE Recipient Certification - Volusia County Board of Commissioners

As the duly authorized representative, I acknowledge, understand and agree to abide by all applicable federal subaward and pass-through entity provisions established in 2 C.F.R. 200.332. I understand the failure to comply with all provisions and conditions regarding subawards under federal awards may result in the withholding of funds, disallowance of project costs, and/or classification of questioned costs. Additionally, I understand documentation to verify compliance with the provisions above must be maintained and provided at the time of monitoring.

Signature: _____ Date: _____

Name: Jeffrey S. Brower Title: County Chair

Signature: _____ Date: _____

Name: George Recktenwald Title: County Manager

Part V: Tiered Subrecipient Certification - The City of Daytona Beach Shores

As the duly authorized representative, I acknowledge, understand and agree to abide by all applicable federal subaward and pass-through entity provisions established in 2 C.F.R. 200. I understand the failure to comply with all applicable provisions and conditions regarding subawards under federal awards may result in the withholding of funds, disallowance of project costs, and/or classification of questioned costs. Additionally, I understand documentation to verify compliance with the provisions above must be maintained and provided at the time of monitoring.

Signature: _____ Date: _____

Name: _____ Title: _____



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2025-17: Vacation of Tuscany Shores Public Beach Access Easement (2901 S. Atlantic Avenue)

SYNOPSIS:

On May 6, 2025, the City Commission approved the construction of an ADA public beach access dune walkover at St. Kitts Park (2853 S. Atlantic Avenue). This construction would make the need for the public beach access walkway easement at the Tuscany Shores Condominium (2901 S. Atlantic Avenue) unnecessary since the St. Kitts Park and Tuscany Shores Condominium are within such close proximity to each other. If approved, this ordinance would vacate the public beach access walkway easement at the Tuscany Shores Condominium property; however, the ordinance would not become effective until the Florida Department of Environmental Protection has approved the St. Kitts Park ADA public beach access dune walkover permit.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2025-17 as presented."

or

2. "I move to approve Ordinance 2025-17, with the following amendments..."

or

3. "I move to deny Ordinance 2025-17."

- ATTACHMENT:**
1. City Commission Minutes May 6, 2025-Ord. 2025-17
 2. Ordinance 2025-17-Vacation of Public Walkway Easement - Daytona Beach Shores 10.2.25
 3. Ordinance 2025-17-Exhibit A-Vacation of Public Walkway Easement - Daytona Beach Shores REV 10.1.25
 4. Ordinance 2025-17- Business Impact Estimate

MINUTES
CITY COMMISSION MEETING
May 6, 2025

3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Employee Service Award - Nancy Maddox Five Years

City Manager Kurt Swartzlander presented Nancy Maddox with her 5-year service award.

6. APPROVAL OF MINUTES

A. City Commission Minutes April 1, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the City Commission Minutes of April 1, 2025.

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

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

B. City Commission Special Meeting Minutes April 22, 2025

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Special Meeting Minutes of April 22, 2025.

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

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

C. City Commission Strategic Planning Workshop Minutes April 22, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Strategic Planning Workshop Minutes of April 22, 2025.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner

Stephan Dembinsky

7. CONSENT AGENDA:

- A. March Public Safety Monthly Report
- B. Community Services Department Monthly Report - March 2025
- C. Executive Financial Report: February and March 2025
- D. Approval of Agreement to Piggyback Services Contracted by Sourcewell: City Hall 1st Floor & Bathroom Treatment Project
- E. Approval for Mayor to travel to US Conference of Mayors in Tampa. FL
- F. Approval of Agreement to Piggyback Services Contracted by Seminole County: Public Works Building Concrete Restoration Project

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the consent agenda.

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

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

8. OLD BUSINESS:

9. NEW BUSINESS:

- A. Public Beach Access Dune Walkover: 2901 S. Atlantic Avenue (Tuscany Shores Condominium)

Community Services Director Stewart Cruz gave a presentation that included the background of the Tuscany beach walkover. It was explained that the original agreement from 2005 included a clause that the city had the option not to rebuild if the walkover was destroyed beyond 25% of its construction value if an existing public beach access was located within 500 feet. The walkover was destroyed in 2016 by Hurricane Matthew, Hurricanes Nicole and Ian in 2022 and finally Hurricane Milton in 2024. After each storm, an engineer reviewed the damage and repairs were made, except for Milton. The engineer stated too much damage had occurred and it would need a full replacement. The city had the ramp removed. Five options were given to the City Commission to consider: 1) rebuild Tuscany with public access, 2) take no action, 3) build a new ADA ramp at St. Kitts Park, 4) rebuild Tuscany with no public access and 5) rebuild Tuscany with no public access and cost share with the condominium. The costs of each option were discussed. Staff recommended option 3: build a new ADA walkover at St. Kitts Park. Director Cruz reviewed the advantages of building there, which included a significant decrease in cost. The estimate for Tuscany was \$247,104 and St. Kitts was \$86,000. These numbers did not include permitting, surveying or engineering. The question was

asked if the city had to rebuild an ADA ramp and the response was no, since there were two other ADA ramps nearby. There was a brief discussion of the commission's fiscal responsibility if they did elect to rebuild a ramp. They understand that FEMA may not reimburse any funds. There were nine residents who spoke on this agenda item. Some were in favor of rebuilding a ramp at the Tuscany location, while others just want an ADA ramp rebuilt. There were some concerns about how the existing walkway at Tuscany would look if it was abandoned.

Mayor Miller thanked everyone who reached out to her concerning the issue. She asked Building Official Steve Edmunds, to clarify whether an ADA ramp had to be reconstructed. He informed the commission that if the decision was to rebuild anything at the Tuscany location, it must follow ADA guidelines. The location can be left empty with no ramp as it currently is.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the recommendation by staff to construct an ADA Public Beach Access Dune Walkover at St. Kitts Park.

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

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

B. Ordinance 2025-07: Towing And Prohibition Of Overnight Parking On City Properties

The Mayor took a five-minute recess for residents to clear the chamber. Attorney Paul Waters read the ordinance by title only. Community Services Director Stewart Cruz provided a brief staff report explaining that the proposed ordinance would assist with unauthorized vehicles parking overnight in city parks or at the community center. This would allow those vehicles to be towed. Staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-07 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 Mark Card, Commissioner Stephan Dembinsky

C. Resolution 2025-05: Supporting And Accepting The Volusia County Local Mitigation Strategy Plan And Floodplain Management Plan

The resolution was read by City Attorney Waters. Director Cruz advised that this process is done every 4–5 years by all the local municipalities. The program will aid in reducing flood insurance premiums when applicable and can adopt polices to save property and lives.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2025-05 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 Mark Card, Commissioner Stephan Dembinsky

D. Appointment Of Member To The Volusia Growth Management Commission

Director Cruz explained the purpose of the Volusia Growth Management Commission (VGMC) and that the representative's term would expire on June 30, 2025. Staff from the VGMC had requested that the representative, Mr. Larry Saffer, be reappointed to another four-year term.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Appoint Larry Saffer To The Volusia Growth Management Commission for another four year term.

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

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

E. Ordinance 2025-05: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3836 S. Atlantic Avenue
City Attorney Waters read the ordinance by title only. City Planner Gwyn Herstein gave a brief report on the item. The property was recently annexed into the city and state law requires that a future land use classification is given. The property is a single-family residence and the use will remain the same. All due public notice requirements have been met and staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-05 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 Mark Card, Commissioner Stephan Dembinsky

10. QUASI-JUDICIAL HEARING

A. Ordinance 2025-04: Rezoning application for recently annexed property located at 3836 S. Atlantic Avenue

The witnesses were sworn in by the City Clerk. The Commission declared there was no ex-parte communication. Attorney Waters read the Ordinance by title only. City Planner Gwyn Herstein provided a brief report. Aerial views of the property and surrounding neighborhood were shown. If approved, the zoning designation would be RSF-2 Urban Single-Family Residential District. All the criteria for the application have been met and all due public notice was satisfied. Staff recommended approval.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2025-04 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 Mark Card, Commissioner Stephan Dembinsky

11. CITY ATTORNEY COMMENTS

The City Attorney had no additional information for the City Commission.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander thanked Director Cruz and his staff for the presentation they put together regarding the ADA beach ramp.

13. COMMISSION COMMENTS:

Mayor Miller reviewed the upcoming events for the next few weeks. . coffee, armed forces day. concert at end of month

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional agenda items mentioned at the meeting.

16. ADJOURNMENT:

The meeting ended at 8:07 pm.

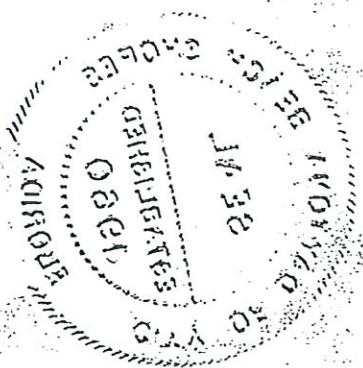
Mayor Nancy Miller
MAYOR
NANCY MILLER

Kurt D. Swartzlander
CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

Ch Schwab
CITY CLERK, CHERI SCHWAB





ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, MAKING FINDINGS; VACATING A PUBLIC WALKWAY EASEMENT ON PROPERTY LOCATED AT 2901 S. ATLANTIC AVENUE; PROVIDING FOR DOCUMENTATION AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida and Section 166.021, Florida Statutes, authorizes the City of Daytona Beach Shores (“City”) to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, on October 12, 2005, the City approved City of Daytona Beach Shores Ordinance 2005-03, accepting, in pertinent part, the dedication of a public beach access walkway easement (the “Public Walkway Easement”) from Waterfront Properties of DBS, LLC, which was recorded on November 7, 2005, in Book 5693, at Page 3563, as Instrument No. 2005-307242 in the Official Records of Volusia County, Florida; and

WHEREAS, the purpose of the Public Walkway Easement was to allow for public ingress and egress along a walkway connecting the beach to a public roadway known as “SRA1A”; and

WHEREAS, the City desires to vacate the Public Walkway Easement, which no longer serves to functionally connect the beach to the public roadway known as “SRA1A” because the ramp leading from the easement area to the beach was damaged beyond repair by storms and hurricanes, ultimately necessitating closure and demolition of the ramp; and

WHEREAS, this Ordinance protects the health, safety, and welfare of the City’s residents by ensuring public beach access points within the City do not remain open unless such public beach access points are well maintained, safe, and appropriate for pedestrian travel; and

WHEREAS, the City is in the process of state obtaining approval for the construction of a new ADA public beach access walkway ramp at the nearby St. Kitts Park, which is located one property north of the Walkway Easement, and there is di minimis public benefit in having two public beach access within such close proximity to each other; and

WHEREAS, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Commission of the City of Daytona Beach Shores.

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

SECTION ONE: LEGISLATIVE FINDINGS AND ADVERTISING.

(a) The City Commission of the City of Daytona Beach Shores hereby adopts the above Whereas clauses as legislative findings.

(b) The City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION TWO: VACATION OF EASEMENT. The Public Walkway Easement as more particularly described in the attached Exhibit “A” is vacated as of the recording of the documentation described in Section 3 hereof.

SECTION THREE: DOCUMENTATION AUTHORIZATION. The Mayor, City Clerk and City Attorney are hereby authorized to prepare, sign, and record the appropriate documentation to document the Easement vacation by the City.

SECTION FOUR: CONFLICTS. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

SECTION FIVE: NON-CODIFICATION. The provisions of this Ordinance shall not be codified as or become and be made a part of the Code of Ordinances of the City of Daytona Beach Shores.

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

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall take effect immediately upon issuance of the Florida Department of Environmental Protection permit for the construction of a public beach access walkway ramp at the St. Kitts Park, located at 2853 S. Atlantic Avenue.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL FOWLER, INTERIM CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM LLP, CITY ATTORNEY

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

Adopted on second reading this _____ day of _____, 2025.

Prepared by and return to:
Stephanie M. Velo, Esq.
Vose Law Firm LLP
324 W Morse Blvd.
Winter Park, Florida 32789

VACATION OF PUBLIC WALKWAY EASEMENT

This Vacation of Public Walkway Easement is made this _____ day of _____, 2025, by the **CITY OF DAYTONA BEACH SHORES, FLORIDA** (the “CITY”), a Florida municipal corporation, with offices at 2990 S Atlantic Ave, Daytona Beach Shores, Florida 32118.

WHEREAS, the CITY currently holds a Public Walkway Easement (the “Public Walkway Easement”) for ingress and egress upon a portion of certain real property situate in Volusia County, Florida, and legally described in **Exhibit “A”** attached hereto and incorporated by reference, providing for public ingress and egress along a walkway connecting the beach to a public roadway known as “SRA1A”, as depicted in **Exhibit “B”** attached hereto and incorporated by reference; and

WHEREAS, the Public Walkway Easement was recorded on November 7, 2025, in Book 5693, at Page 3563, as Instrument No. 2005-307242 in the Official Records of Volusia County, Florida; and

WHEREAS, the CITY desires to vacate the Public Walkway Easement, which no longer serves to functionally connect the beach to the public roadway known as “SRA1A” because the ramp leading from the Public Walkway Easement area to the beach was damaged beyond repair by storms and hurricanes, ultimately necessitating closure and demolition of the ramp; and

WHEREAS, it is the CITY’s intent to vacate the Public Walkway Easement.

NOW, THEREFORE, by executing this Vacation of Public Walkway Easement on the date set forth below, the CITY hereby vacates, terminates, and releases the Public Walkway Easement described above.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in our presence:

CITY OF DAYTONA BEACH SHORES:

Witness #1

Nancy Miller, Mayor

Witness #1 Printed Name

Date: _____

Witness #1 Address

Witness #1 Address

Witness #2

Witness #2 Printed Name

Witness #2 Address

Witness #2 Address

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Nancy Miller as the Mayor of the City of Daytona Beach Shores, Florida, who [] is personally known to me or [] produced the following identification _____.

[Notary Seal]

Notary Public

Notary Name Printed

EXHIBIT A
(Legal Description)

PART OF LOT 166, RIVER RIDGE ESTATES SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 204, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; PART OF LOT 1, ALL OF LOTS 2, 3 AND PART OF LOT 4, BLOCK A, AND PART OF LOTS 2, 3 AND 4, BLOCK D, MCELROY'S BELLEVUE SUBDIVISION, ALSO PART OF THE VACATED 80 FOOT RIGHT OF WAY OF SOUTH ATLANTIC AVENUE, ALL BEING IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, LANTANA SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 68, OF SAID PUBLIC RECORDS; THENCE N25°05'00"W ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, AN 80 FOOT STREET AS NOW ESTABLISHED, A DISTANCE OF 140.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1387.71 FEET, CENTRAL ANGLE OF 14°47'33", CHORD DISTANCE 352.13 FEET, BEARING N32°28'47"W, AN ARC DISTANCE OF 353.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND CURVE TO THE LEFT, HAVING A RADIUS OF 1367.71 FEET, CENTRAL ANGLE OF 04°01'27", CHORD DISTANCE OF 96.04 FEET, BEARING N41°53'17"W, AN ARC DISTANCE OF 96.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1349.46 FEET, CENTRAL ANGLE OF 03°43'32", CHORD DISTANCE OF 87.73 FEET, BEARING OF N42°02'22"W, AN ARC DISTANCE OF 87.74 FEET TO A POINT THEREIN; THENCE DEPARTING SAID RIGHT OF WAY LINE, N64°55'00"E A DISTANCE OF 335.44 FEET TO THE ESTABLISHED BULKHEAD LINE AS RECORDED IN MAP BOOK 26, PAGE 60 OF SAID PUBLIC RECORDS; THENCE S25°42'48"E ALONG SAID BULKHEAD LINE A DISTANCE OF 174.95 FEET; THENCE DEPARTING SAID BULKHEAD LINE, S64°45'00"W PARALLEL TO AFORESAID LOT 1, BLOCK 2, LANTANA SUBDIVISION, A DISTANCE OF 283.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH ATLANTIC AVENUE AND THE POINT OF BEGINNING.

Page: 3567



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Daytona Beach Shores has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Daytona Beach Shores may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, MAKING FINDINGS; VACATING A PUBLIC WALKWAY EASEMENT ON PROPERTY LOCATED AT 2901 S. ATLANTIC AVENUE; PROVIDING FOR DOCUMENTATION AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

- ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Daytona Beach Shores hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

The purpose of Ordinance 2025-17 is to vacate a public pedestrian beach access easement located at 2901 S. Atlantic Avenue.

On May 6, 2025, the City Commission of the City of Daytona Beach Shores approved the construction of an ADA public pedestrian beach access dune walkover at the nearby city park located at 2853 S. Atlantic Avenue. This construction project would make the need for the public beach access easement at the 2901 S. Atlantic Avenue location unnecessary since the nearby city park is within very close proximity (less than a five minute walk) to the area in question.

Therefore, the public purpose of Ordinance 2025-17 is to reduce city maintenance/reconstruction costs and hurricane risk exposure of public beach access improvements by eliminating redundancy in the subject area.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

Ordinance 2025-17 has no direct compliance costs.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

There are no new fees or charges associated with Ordinance 2025-17.

- (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

There will be no regulatory costs associated with Ordinance 2025-17.

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

Ordinance 2025-17 will have no impact on businesses in the City of Daytona Beach Shores.

4. **Additional information the governing body determines may be useful (if any):**

The effectuation of Ordinance 2025-17 is subject to the approval, or denial, of the city FDEP CCCL Permit concerning the construction of an ADA dune walkover at the nearby city park located at 2853 S. Atlantic Avenue.

***Note:** The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 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: Ordinance 2025-18: Amending Sec. 2-8 of the Daytona Beach Shores Code of Ordinances entitled "General Provisions Relating to City Appointed Boards, Commissions and Committees and Appointments"

SYNOPSIS:

At the October 7, 2025 City Commission meeting, the City Commission directed staff to work with the City Attorney's office regarding several items concerning city appointed boards (Sec. 2-8, Code of Ordinances of the City of Daytona Beach Shores, Florida, hereinafter the "Code"), which were discussed at the meeting. The City Commission also directed staff and the City Attorney to address any other minor issues in the code related to board membership. The specific directions provided by the City Commission are as follows:

1. Term Limits: Termed out members shall sit out at least one full three-year term.
2. Board Composition: (a) The regular membership of a board shall be comprised of no more than two (2) nonresident board members; (b) nonresident board members shall be owners of real property within the city.

Additional amendments to Sec. 2-8 of the Code recommended by Staff and the City Attorney include, but are not limited to, the following:

1. Applicability: Sec. 2-8 of the Code shall not apply to staff committee or committees that include staff members; however, meetings shall be open to the public, appropriately noticed and minutes kept.
2. Positions; qualifications; residency: Nonresidents may be appointed to boards, providing, among other things, the nonresident property ownership is determined by no less than 50% ownership of real property.
3. Vacancies: Successor's term shall start at the time of vacancy appointment.
4. Attendance and Removal: Every regular and alternate member is required to attend all public meetings of the board.
5. Rules of procedure: Motions for reconsideration may only be heard concerning matters that are not quasi-judicial in nature. Motions for legislative matters to be reconsidered may only be

heard at a later point in the same meeting or at the immediately following session of the body and moved by a member who was on the prevailing side of the previous vote.

6. Staff support; compliance with controlling law: Minutes shall be taken for any meeting of any committee and commission and each such meeting shall be properly noticed and open to the public.

FISCAL IMPACT STATEMENT:

BACKGROUND:

At the October 7, 2025 City Commission meeting, the City Commission directed staff to work with the City Attorney's office regarding several items concerning city appointed boards (Sec. 2-8, Code of Ordinances of the City of Daytona Beach Shores, Florida, hereinafter the "Code"), which were discussed at the meeting. The City Commission also directed staff and the City Attorney to address any other minor issues in the code related to board membership.

LEGAL REVIEW:

Changes to the ordinance are legally appropriate.

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2025-18 as presented."

OR

"I move to approve Ordinance 2025-18, with the following amendments..."

OR

"I move to deny Ordinance 2025-18."

- ATTACHMENT:**
1. Ord 2025-18 City Boards - Final
 2. Ordinance 2025-18- Business Impact Estimate-10-21-25

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO CITY BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-8 OF THE *CITY CODE OF THE CITY OF DAYTONA BEACH SHORES*, ENTITLED “GENERAL PROVISIONS RELATING TO CITY APPOINTED BOARDS, COMMISSIONS AND COMMITTEES AND APPOINTMENTS”; PROVIDING FOR THE AMENDMENT OF SECTION 14-62 OF THE LAND DEVELOPMENT CODE, ENTITLED “CREATION OF THE PLANNING AND ZONING BOARD”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*, and other applicable controlling law; and

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

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative

and administrative findings and intent of the City Commission.

(b). The City Commission of the City of Daytona Beach Shores hereby reaffirms its commitment to being a government that operates “in the Sunshine” for the benefit of its citizens and the general public.

(c). The provisions of this Ordinance are enacted pursuant to the statutory and home rule powers of the City of the City of Daytona Beach Shores to establish and maintain the appropriate operations of City to ensure the utmost engagement of the public in City decision making processes and transparency of actions for the benefit of the public.

(d). The City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION TWO. Section 2-8 of the *Code of Ordinances of the City of Daytona Beach Shores*, entitled “General provisions relating to city appointed boards, commissions and committees and appointments,” is amended to read as follows:

Sec. 2-8. - General provisions relating to city appointed boards, commissions and committees and appointments.

(a). *Applicability.* This section applies to all boards, commissions or committees, except to the extent otherwise specified in Federal or State law or otherwise provided in this Code. This Section shall not apply to any City staff committee or committee that includes City staff members; provided, however, meetings of such committees shall be open to the public, shall be appropriately noticed, and minutes shall be kept. ~~City canvassing board, as may be established from time to time, or any ad hoc City staff committee or ad hoc group of citizens accomplishing a specific purpose, but not acting in a governmental collegial nature; provided,~~

~~however, that the provisions of State law relative to public records, public meetings, public notices, participation by the public, the creation and approval of minutes and similar procedural requirements shall be applicable as to all City activities involving collegial decision making or recommendations.~~

(b). *Positions; qualifications; residency.* ~~Each member shall be appointed to a specific numbered position by the City Commission.~~ No member may be a paid or elected official or employee of the City. Absent a controlling provision in Federal, State, County or City law, ordinance, rule or regulation, every appointee must, at the time of appointment, be a resident of the City and an elector of Volusia County; provided, however, that this requirement may be waived by a fourth-fifths vote of the City Commission if (i) it is found in the best interests of the City to do so and (ii) the nonresident is determined to be owner of real property within city limits. For purposes of determining whether a person is the owner of real property within city limits, a person who personally owns a no less than 50% interest in real property within city limits or who personally owns no less than 50% of an entity which owns real property within city limits, shall be considered the owner of real property within city limits. A member who ceases to meet a requirement for qualification, including the ownership of city property for nonresident members, shall be deemed to have resigned upon the failure to maintain the qualification for office and shall be replaced at any time thereafter by the City Commission, but may continue to serve on an interim basis until a successor is qualified and appointed if the member's interim service is approved by a fourth-fifths vote of the City Commission.

(c). *Terms.* Each position shall have a 3-year term of office with each beginning on October 1 of a calendar year. Each member appointed shall serve for the specific term, or the

unexpired portion thereof, of the specific position to which the member is appointed. A qualified member shall also serve after the expiration of a term of office until a successor is appointed.

(d). *Vacancies.* In the event of death, resignation, removal from office or any other vacancy, a successor shall be appointed to serve the remaining unexpired portion of the specific term of office of the vacant position. When the successor is not an alternate member, successor's term shall start at the time of the vacancy appointment and shall continue until the remaining unexpired portion of the specific term of office of the vacation position that is filled.

(e). *Attendance and Removal.* All regular and alternate members are required to attend all public meetings of the board on which such members sit subject to subsection (j) of this section. The City Commission may, by majority vote, remove a member for cause upon written charges after notice and public hearing by reason of (i) 3 unexcused absences within a 12-month period as determined by the City Commission or (ii) misfeasance, malfeasance or dereliction of duty or such other conduct that provides for removal under a controlling provision of law.

(f). *Officers.* The City Commission may, from time-to-time, designate one member as the presiding officer who shall serve until another presiding officer is designated. A chairperson and vice-chairperson shall be elected from the members at the first meeting of each calendar year and may serve in that capacity for no more than 2 consecutive terms unless service of more consecutive terms are approved by a fourth-fifths vote of the City Commission.

(g). *No compensation.* Members shall receive no compensation for their services, but may be reimbursed for travel and other expenses associated with their duties.

(h). *Quorum.* A quorum is half the number of the voting membership, including alternate members who are participating as voting members, of the board, commission or

committee. The only appropriate action in the event of a non-quorum is to continue the meeting; provided, however, that the attending members of the body may discuss matters of a non-quasi-judicial nature and matters that are not, and will not be, the subject of a noticed public hearing. Continuances of meetings and hearings may be accomplished administratively without the vote of a quorum due to inclement weather conditions, emergency circumstances and administrative necessity when the Chairperson of the body concurs in such action proposed by City staff and, in such circumstances, a designated member of City staff shall attend the meeting, if possible, and announce a continuance of the meeting or hearing to a date that is approved by the Chairperson. In the event of the unavailability of the Chairperson to make decisions as set forth in this Subsection, the Vice-Chairperson or, if no Vice-Chairperson is available in office, the member with the longest service on the body shall make such determinations. In the event of a continuance under the provisions of this Subsection, City staff shall take all reasonable and appropriate actions to notice the meeting or hearing and to ensure that all affected parties are advised of the new date of the meeting or hearing.

(i). *Term limits.* No member shall serve more than three (3)~~3~~ consecutive terms on the same board, commission, or committee ~~unless service of more consecutive terms are approved by a fourth-fifths vote of the City Commission.~~ Notwithstanding the aforementioned, a termed-out member may be reappointed by the City Commission to the same board, commission, or committee after sitting out at least one full three-year term, subject to the qualification requirements of this section.

(j). *Absences.* Each regular member and each alternate member shall notify the designated City staff liaison when it is anticipated that the member will be absent from a

meeting. At the meeting, the body may vote to excuse the absence provided that the staff liaison was notified at least 24 hours prior to the scheduled meeting; provided, however, that less notice will be acceptable in the event of exigent circumstances facing the member and causing the absence.

(k). *Alternate members.* In addition to appointing regular members, the City Commission may also appoint alternate members in such numbers as it deems appropriate to serve in the event of absences by regular members. Alternate members shall have all of the rights and privileges of regular members and shall be subject to the same requirements as regular members. Alternate members ~~may attend all meetings of the body to which appointed, but~~ may only vote when filling the position of an absent member either for an entire meeting or a particular vote or set of votes at a meeting depending upon the duration of the absence of a member; provided, however, that once a member is absent from a meeting, that member shall not regain his or her seat on the body unless a quorum is lacking in the meeting subsequent to his or her absence. Alternate members shall not participate in the debate on matters that are quasi-judicial in nature when not sitting as a voting member, but the chairperson, in his or her discretion, may permit participation of alternate members when matters are advisory in nature. Alternate members may serve in the absence of a member of the body whether for an entire meeting or for a particular vote or set of votes at a meeting. If more than one alternate is appointed to a body, they shall serve in a rotational method or by means of the order of appointment if no rotation has been established with the first appointed alternate member serving first. It is the duty of members to advise the staff liaison of their expected absence from a meeting as early as possible.

(l). *Method of creation.* Advisory bodies shall be created by resolution as opposed to ordinance except in unusual circumstances or in the event that controlling law requires otherwise.

(m). *Rules of procedure.* All proceedings shall be guided by the latest edition of Roberts Rules of Order in a manner which allows the body to function in an organized manner, but without technical adherence thereto. Motions for reconsideration may only be heard as to matters which are not quasi-judicial in nature. For purely legislative matters, a motion for reconsideration may only be heard at a later point in the same meeting of the body, or the next session of thea body occurring after the meeting at which the vote desired to be reconsidered occurred. Any member of the body, who was on the prevailing side of the previous vote regardless of whether he or she voted at the prior meeting, may move for reconsideration. provided that such moving member did not vote on the non-prevailing side at the prior meeting with regard to such vote. If a matter that was determined at an advertised public hearing is later determined to be reconsidered, public notice shall be published consistent with the requirements that were applicable when the vote that is to reconsidered was taken and an explanation of the reconsideration process shall be incorporated into the public notices relating to the matter.

(n). *Bylaws; applicable laws.* Unless otherwise empowered by Federal, State, County or City law, ordinance, rule or regulation, no bylaws shall be adopted by the body and matters within the jurisdiction of the body shall be implemented in accordance with the provisions of the creating *City Code* provision, ordinance or resolution. The provisions of Florida law relating to public records, public notices, participation by the public, the creation and approval of minutes and public meetings shall apply to all City board, commissions and committees except to the

extent explicitly provided otherwise in state law. If Federal law requires certain processes and procedures, then the board, commission or committee subject to such requirement, shall ensure that full compliance is maintained. All actions and activities of each body shall be accomplished in full compliance with the requirements of open and transparent government under the guidance of the City Attorney who shall also guide and direct adherence to the requirements of law relative to quasi-judicial proceedings of all bodies. The City Clerk shall endeavor to maximize public notice of meetings and hearings of the City as well and public information relative to the actions taken at such meetings and hearings to include, but not be limited to, the use of technology for the provision of notices and records relating to the boards, commissions or committees of the City insofar as practicable.

(o). *Staff support; compliance with controlling law.* The City Manager shall provide staff support and other operational support to a board, committee or commission consistent with a determination as to the needs of the body and the availability of staff and other resources. The City Attorney shall provide legal guidance to all boards, committees, and commissions as requested. Minutes shall be taken for each meeting of any board, committee and commission and each such meeting shall be properly noticed and open to the public. ~~to ensure that each body, in accordance with the processes and procedures promulgated by the City Clerk, provides approved and executed minutes for each meeting, that all agendas and minutes comport with controlling law, that public participation is allowed in all appropriate circumstances and that the controlling provisions of law relating to open government are honored and respected.~~ The City Manager shall be responsible for appointing a City staff liaison for each board, commission or committee. Designated staff liaisons are authorized to provide support and assistance for each

board, commission or committee, including expenditures budgeted for that purpose. The City Commission may require a report of on the activities of a body at any time.

(p). *Permanent bodies.* The following board of the City of Daytona Beach Shores currently exists in accordance with the provisions of this Code and other controlling law: Planning and Zoning Board.

(q). *Other bodies.* Other boards, committees, and commissions, by whatever name (such as task forces) may be created or appointed from time-to-time under authority of the City Commission and their actions shall be subject to the provisions of this Code and controlling State law relative to the noticing of hearings/meetings and the maintenance of minutes of such activities. ~~unless the body is an ad hoc body of volunteers functioning in a manner which operates a program or event.~~

(r). *Board, commission, or committee composition.* The regular membership of a board, commission, or committee shall always have a minimum of three (3) resident members.

SECTION THREE. Section 14-62, Land Development Code, Chapter 14, Appendix “G”, *Code of Ordinances of the City of Daytona Beach Shores*, entitled “Creation of the planning and zoning board,” is amended to read as follows:

Sec. 14-62. - Creation of the planning and zoning board.

The City Commission establishes a planning and zoning board which shall ~~consist of seven (7) members~~ to be known as "The Daytona Beach Shores Planning and Zoning Board." The jurisdiction of the said planning and zoning board shall be throughout the incorporated areas of the City.

SECTION FOUR: IMPLEMENTING ADMINISTRATIVE ACTIONS.

The City Manager, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into effect the provisions of this Ordinance.

SECTION FIVE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the operations of boards, commissions and committees, within the City of Daytona Beach Shores and any and all actions of the City of Daytona Beach Shores pertaining thereto, as well as any and all related matters and processes and procedures of the City of an associated nature, are hereby ratified and affirmed.

SECTION SIX: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions Section Two and Section Three of this Ordinance shall be codified while the remaining sections shall not be codified; provided, however, that the Code codifier shall take all actions necessary to implement the provisions of this Ordinance.

(b). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION SEVEN: CONFLICTS.

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

SECTION EIGHT: SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or

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

SECTION NINE: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

**SIGNATURE PAGE FOLLOWS
CITY OF DAYTONA BEACH SHORES, FLORIDA**

NANCY J. MILLER, MAYOR

MICHAEL FOWLER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM LLP, CITY ATTORNEY

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

Adopted on second reading this _____ day of _____, 2026.

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Daytona Beach Shores has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Daytona Beach Shores may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO CITY BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-8 OF THE *CITY CODE OF THE CITY OF DAYTONA BEACH SHORES*, ENTITLED “GENERAL PROVISIONS RELATING TO CITY APPOINTED BOARDS, COMMISSIONS AND COMMITTEES AND APPOINTMENTS”; PROVIDING FOR THE AMENDMENT OF SECTION 14-62 OF THE LAND DEVELOPMENT CODE, ENTITLED “CREATION OF THE PLANNING AND ZONING BOARD”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;

- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Daytona Beach Shores hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

The public purpose of Ordinance 2025-18 is to improve upon the already existing general provisions relating to city appointed boards, commissions and committees and appointment by clarifying nonresident member qualifications, term limits, board make up and attendance, among other things.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

Ordinance 2025-18 has no direct compliance costs.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

There are no new fees or charges associated with Ordinance 2025-18.

- (c) An estimate of the municipality's regulatory costs, including an**

estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

There will be no regulatory costs associated with Ordinance 2025-18.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Ordinance 2025-18 will have no impact on businesses in the City of Daytona Beach Shores.

4. Additional information the governing body determines may be useful (if any):

None

***Note:** The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2025-21 Investment Policy Update

SYNOPSIS:

Ordinance 96-12 governs the investment of municipal funds while Resolution 2022-03 provides the detailed investment policy.

With the current economic environment and projects the city has on the horizon, the need to have liquidity has increased. Currently, the city invests all surplus funds in United States Treasuries with maturities set based on cash flow needs. These needs have changed due to the capital projects the city is undertaking and rather than sell current investments as cash flow changes the city could divest some of the current investments for other authorized investments - Local Government Investment Pools for example. These investments are highly liquid, and have comparable returns. Currently there are six (6) separate LGIPs: FL Star, FL Palm, FL Class, FL Safe, Florida Trust, Florida Prime (SBA).

FISCAL IMPACT STATEMENT:

BACKGROUND:

In 2022 the city began investing in US Treasury securities to take advantage of the rates based on commission recommendation as excess funds were sitting in bank accounts earning small returns.

In 2023 the city began applying for grants to aid in the cost of capital projects throughout the city: sewer infrastructure, generators, PW building expansion, and public safety HVAC replacement to name a few. These projects have all been approved and are in their preliminary stages. As these projects continue the need for funding increases as many grants are reimbursement grants, the city must pay expenses upfront and wait for reimbursement; funding must be readily available. But, the city still wants to earn a return. The city's investment policy allows eligible local government investment pools to be utilized but only lists the SBA under the investment composition section of the policy. The policy needs to be updated to include all eligible Florida local government investment pools to give the city the diversification and ability to meet cash flow needs while earning a reasonable return.

Local government investment pools are governed by Florida Statute 218.415 and 163.01.

LEGAL REVIEW:

RECOMMENDATION:

To approve Resolution 2025-21 as presented.

SUGGESTED MOTION:

A City Commissioner may motion:

1. "I move to approve Resolution 2025-21 as presented."
2. "I move to approve Resolution 2025-21 with the following changes..."
3. "I move to deny Resolution 2025-21."

ATTACHMENT: 1. 2025-21 revised investment policy

RESOLUTION 2025-21

A RESOLUTION UPDATING THE CITY OF DAYTONA BEACH SHORES, FLORIDA INVESTMENT POLICY FOR MUNICIPAL FUNDS TO INCLUDE ALL ELIGIBLE FLORIDA LGIPs; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City Ordinance 96-12 governs the investment of municipal funds; and this resolution is intended to provide the detailed investment policy; and

WHEREAS, it is necessary to update Resolution 2022-03 to include all eligible Florida Local Government Investment Pools (LGIPs) in the portfolio composition limitations;

WHEREAS, it is advantageous for the city to have the ability to include other eligible LGIPs in the portfolio composition in addition to the stated SBA LGIP.

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

Section 1: Investment Policy

I. Scope

This investment policy applies to all funds held by or for the benefit of the City of Daytona Beach Shores, Daytona Beach Shores, Florida, USA 32118, hereinafter referred to as "city".

II. Investment objectives

The following investment objectives will be applied in the management of city funds:

- (1) The primary objective of the city's investment activities is the protection of city funds. These investments shall be planned so as not to slow the normal distribution of the subject funds. The investment strategy will provide sufficient liquidity to meet the city's operating, payroll, capital, and statutory disbursement requirements.
- (2) In investing city funds, the city will strive to maximize the return on the portfolio while assuming minimal investment risk.
- (3) The city will seek to control risks and diversify investments regarding specific security types, maturities, and financial institutions.

III. Performance measurement and reporting

The city shall monitor the performance of the portfolio on at least a monthly basis as a function of the bank account reconciliation process. A portfolio report, indicating a breakdown of the portfolio and its performance during that period will be reported to the City Manager. Performance shall include current interest and dividend rates, and any net increase (decrease) in the fair value of investments. The report shall also include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

IV. Prudence and ethical standards

The investment manager, or persons performing the investment function, acting as a "prudent person" in accordance with these written policies and procedures, and exercising due diligence, shall not be responsible for an individual security's credit risk or market price changes. The "prudent person" standard is herewith understood to mean the following: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as probable income to be derived from the investment.

V. Authorized investments

As established by this investment policy, the investment manager or appropriate management staff shall purchase or sell investment securities at prevailing market rates. Authorized instruments are as follows:

- (1) The Florida Local Government Surplus Funds Trust Fund (SBA) or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969.
- (2) Bonds, notes, or other obligations of the United States guaranteed by the United States or for which the credit of the United States is pledged for the payment of principal and interest or dividends.
- (3) Interest-bearing savings accounts and/or time deposits in state-certified qualified public depositories.
- (4) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (5) Federal agencies and instrumentalities which are non-full faith and credit agencies.

- (6) Collateralized Mortgage Obligations (CMO's) supported by mortgages guaranteed by the following: Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), and Federal Home Loan Mortgage Corporation (FHLMC).
- (7) Commercial paper rated at the time of purchase, "Prime-1" by Moody's Investors Service and "A-1" by Standard & Poor's Corporation.
- (8) The Florida Municipal Investment Trust.

VI. Maturity and liquidity requirements

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of the agency funds shall have maturities consistent with the statutory distribution requirements.

VII. Portfolio composition

The following are the guidelines for investments and limits on security issues, issuers, and maturities. However, due to liquidity requirements, the city shall have the option to invest in the instruments itemized below without regard to percentage limits from time to time based on market conditions and cash flow requirements.

- (1) All eligible Florida Local Government Investment Pools (LGIP):

A maximum of one hundred (100) percent of the portfolio may be invested in any combination of eligible LGIP.
- (2) Bonds, notes, or other obligations of the United States guaranteed by the United States or for which the credit of the United States is pledged for the payment of principal and interest or dividends:

A maximum of one hundred (100) percent of the portfolio may be invested in direct obligations of the United States government.
- (3) Interest-bearing savings accounts and certificates of deposit in state-certified qualified public depositories:

A maximum of one hundred (100) percent of the portfolio may be invested in the combination of interest-bearing savings accounts and certificates of deposit in state-certified qualified public depositories:

- (4) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency:

A maximum of twenty (20) percent of the portfolio may be invested in SEC registered money market funds.

- (5) Federal agencies and instrumentalities which are non-full faith and credit agencies:

A maximum of thirty (30) percent of the portfolio may be invested in federal agencies and instrumentalities.

- (6) Collateralized Mortgage Obligations (CMO's) supported by mortgages guaranteed by the following: Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), and Federal Home Loan Mortgage Corporation (FHLMC).

A maximum of twenty (20) percent of the portfolio may be invested in CMO instruments.

- (7) Commercial paper rated at the time of purchase, "Prime-1" by Moody's Investors Service and "A-1" by Standard & Poor's Corporation.

A maximum of ten (10) percent of the portfolio may be directly invested in prime commercial paper.

- (8) The Florida Municipal Investment Trust (FMIT)

A maximum of one hundred (100) percent of the portfolio may be invested in the FMIT.

VIII. Risk and diversification

Assets held shall be diversified to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary.

IX. Authorized investment institutions and dealers

The city shall only purchase securities from financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, and from regional securities dealers as designated by the Federal Reserve Bank of New York.

X. Master repurchase agreements

All approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the master repurchase agreement. All repurchase agreement transactions shall adhere to the requirements of the master repurchase agreement.

XI. Bid requirement

Securities may be purchased utilizing the comparison to current market price method. The city shall select securities based on the best rate at the time of purchase, based on information from correspondent institutions. When feasible and appropriate, the city will competitively bid securities in question and analyze and select one (1) or more optimal types of investment, in consideration of the cash-flow needs of the city and market conditions.

XII. Third-party custodial agreements

The city will execute a third-party custodial safekeeping agreement with a commercial bank's trust department which is separately chartered by the United States government or the State of Florida. All securities purchased and/or collateral obtained by the city shall be properly designated as an asset of the city and held in safekeeping by the trust department and no withdrawal of such securities shall be made from safekeeping except by an authorized city staff member.

The third-party custodial safekeeping agreement shall include letters of authority from the city, details as to the responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping transactions and costs, procedures in case of wire failure, or other unforeseen mishaps including liability of each party.

XIII. Internal controls

The city shall establish and monitor a set of written internal controls designed to protect the city's funds and ensure proper accounting and reporting of securities transactions. Such internal controls include but are not limited to the following:

- (1) All securities purchased or sold will be transferred only under the delivery versus payment method, with the exception of one-business day repurchase agreements and overnight sweep investments, to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
- (2) The city is authorized to accept bank trust receipts or confirmations as evidence of actual delivery of the obligations/securities in return for investment of funds. Trust receipts or confirmations shall fully describe the various obligations or securities held.

- (3) Obligations or securities may be held by a third-party custodial bank or institution.
- (4) All daily investment activity is coordinated by the city finance director and periodically reviewed by the city manager. The city manager shall provide for internal controls of supervisory control of employee actions and operations review, performance evaluations, and interim and annual reporting.

XIV. Delegation of authority

Responsibility for the administration of the investment program is hereby delegated to the city manager. The city manager shall be responsible for the implementation of internal controls and monitoring the activities of subordinate staff.

XV. Continuing education

City officials responsible for making investment decisions must annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

XVI. Reporting

City officials responsible for making investment decisions or the chief financial officer shall prepare periodic reports for submission to the legislative and governing body of the unit of local government, which shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

XVII. Sale of securities

When invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the unit of local government's governing body may sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of the unit of local government.

XVIII. Conflicts

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

XIX. Severability

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair

the validity, force or effect of any other action, sentence, phrase, word, or portion of the Resolution not otherwise to be invalid, unlawful, or unconstitutional.

XX. Audits

Certified public accountants conducting audits of units of local government pursuant to section 218.415 shall report, as part of the audit, whether or not the unit of local government has complied with this section.

Section 2. Effective Date

This resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy J. Miller, Mayor

ATTEST:

By: _____
Michael Fowler, Interim City Manager Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY

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

Passed and Adopted on first reading this ____ day of __November_____, 2025.



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Resolution 2025-22 Waste Pro Amended and Restated Contract

SYNOPSIS:

On October 14, 2008, the Commission awarded RFQ #SW-R 2008, Solid Waste and Recycling Collection Services to Waste Pro of Florida, Inc. to provide residential and multi-family solid waste collection services and recycling along with commercial collection services. The original term of the contract was for seven (7) years and three (3) months with an option to renew for additional seven (7) year terms.

On July 23, 2013 Amendment 1 was administratively approved to revise several scope paragraphs and to amend the initial term of the contract from seven (7) years to thirteen (13) years and two (2) months with additional seven (7) year renewal terms.

The contract commences on September 30, 2026 unless both parties agree to renew by mutual consent. Renewal and restatement of the existing agreement is in the best interest of the residents, businesses and city. Negotiations have kept the cost at the current contract pricing for 2025-26 with an increase in the franchise fee from 10%-15% to the city. Additional incentives, deducted from monthly invoicing to the city, have increased to cover costs of the quarterly newsletter and garbage monitoring services.

FISCAL IMPACT STATEMENT:

The approval of the contract will save tax payers approximately \$15,700 for the current budget year and provide approximately 50% more in annualized revenue.

BACKGROUND:

On October 14, 2008, the Commission awarded RFQ #SW-R 2008, Solid Waste and Recycling Collection Services to Waste Pro of Florida, Inc. to provide residential and multi-family solid waste collection services and recycling along with commercial collection services. The original term of the contract was for seven (7) years and three (3) months with an option to renew for additional seven (7) year terms.

On July 23, 2013 Amendment 1 was administratively approved to revise several scope paragraphs

and to amend the initial term of the contract from seven (7) years to thirteen (13) years and two (2) months with additional seven (7) year renewal terms.

The city has been in negotiations with Waste Pro for the past several months to come up with a contract that is beneficial to both parties while keeping the services consistent with what the Shores has come to expect and currently receives.

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented

SUGGESTED MOTION:

A City Commissioner may motion:

1. "I move to approve Resolution 2025-22 as presented."
2. "I move to approve Resolution 2025-22 with the following amendments..."
3. "I move to deny Resolution 2025-22."

- ATTACHMENT:**
1. Resolution 2025-22 Waste Pro Contract
 2. Waste Pro Contract_Daytona Beach Shores
 3. Exhibit A Pricing
 4. Exhibit B City Ordinance
 5. Exhibit C CITY OWNED PROPERTY
 6. EXHIBIT E STANDARD FORM

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO APPROVING AN AMENDMENT AND RESTATEMENT TO THE EXISTING CONTRACT BETWEEN THE CITY OF DAYTONA BEACH SHORES AND WASTE PRO TO PROVIDE SOLID WASTE AND RECYCLING MATERIALS COLLECTION SERVICES; REPEALING AND SUPERSEDING PRIOR AND CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Daytona Beach Shores and Waste Pro entered into a contract for solid waste and recycling collection services, dated October 14, 2008 from RFQ #SW-R 2008; and

WHEREAS, the Parties entered into a First Addendum to the Waste Pro contract on July 23, 2013; and

WHEREAS, both Parties find it advantageous to the residents and Waste Pro to amend and restate the current contract for clarity, and pricing updates according to the Section 9 of the contract.

WHEREAS, the City finds the amended and restated contract will promote the public health, safety and welfare of the residents, businesses and visitor and is in the public interest; and

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

Section 1 Recitals: The “WHEREAS” clauses are hereby incorporated by reference herein.

Section 2. Approval of Contract: The City Commission of the City of Daytona Beach Shores, Florida hereby adopts and approves the amended and restated contract to provide collection of solid waste and recyclable material between the City and Waste Pro, attached hereto as Exhibit “A”.

Section 3. Implementing Administrative Actions. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative policies.

Section 4. Savings. The prior actions of the City of Daytona Beach Shores not addressed herein relating to the collection, imposition, establishment or other action relative to solid waste and recycling collection services fees, charges, rates or any other similar matters by the City, and any and all matters relating thereto, are hereby ratified and affirmed.

Section 5. Conflicts. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Effective Date. This Resolution shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

**NANCY MILLER
MAYOR**

**MICHAEL FOWLER
INTERIM CITY MANAGER**

**CHERI SCHWAB
CITY CLERK**

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

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

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CONTRACT

SECOND AMENDMENT TO THE CONTRACT FOR SOLID WASTE COLLECTION, DISPOSAL AND TRANSPORTATION SERVICES

This Amended and Restated for Solid Waste Collection, Disposal and Transportation Services is made and entered into as of the date of last execution below ("Amendment Effective Date"), by and between, the Cty of Daytona Beach Shores, a Florida municipal corporation (the "City"), and Waste Pro of Florida, Inc., a Florida Corporation (the "Contractor"). City and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties."

Whereas, the City and the Contractor executed the Contract for Solid Waste Collection, Disposal and Transportation Services, dated October 14, 2008, ; and the subsequent First Amendment to the original contract dated July 23, 2013.

Whereas, the Contract term ends September 30, 2026, and the Parties hereby agreed to extend the contract under the revised parameters contained herein through September 30, 2036.

Whereas the City is satisfied with the services being provided by the Contractor and desires to have the Contractor continue to provide services; and

NOW, THEREFORE, based upon the foregoing recitals, the mutual covenants and promises contained herein, and the other consideration set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties agree to this Second Amendment to the Contract for Solid Waste, Collections, Disposal and Transportation Services, as follows as a restatement of the original contract and the first amendment to the original contract:

SECTION 1 - DEFINITIONS

For the purpose of this article the following terms, phrases, words and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. The "shall" is always mandatory and not merely directory.

- A. **BULKY WASTE** shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets and furniture, refrigerators, stoves, and other household appliances.
- B. **CITY** shall mean The City of Daytona Beach Shores, Florida, a municipal corporation, acting through the City Council or City Manager, or official designated by the City Manager as the case may be.

- C. **CITY MANAGER** shall mean the City Manager or his designee.
- D. **COMMERCIAL RECYCLING COLLECTION** refers to collection, transportation, and recovery of recyclable materials by a Contractor from participating commercial units in the recycling service area. This contract does not include commercial recycling which will be accomplished on an open market basis per existing City, County and State ordinances.
- E. **COMMERCIAL RECYCLING DISTRICT:** means primarily, but is not limited to, the area from the north boundary lines of the City Limits to the south boundary lines of the City Limits along State Road 1A1A , (Atlantic Avenue). The district also includes other commercial businesses within the City Limits which are classified as commercial and have paid the local business tax.
- F. **COMMERCIAL TOTES PICK UP** shall mean garbage and trash collection service to commercial customers utilizing TOTES (96 gallons maximum).
- G. **COMMERCIAL TRASH** shall mean any and all accumulations of paper, rags, excelsior, wooden pallets, paper or cardboard boxes, or containers of sweepings, and any other accumulations not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage. Commercial trash shall also include all trash placed in City-provided public receptacles on public streets, in parks and playgrounds, and in other public places.
- H. **COMMERCIAL UNIT** shall mean all units other than those described in AI(a), AI(b) and City owned property and buildings.
- I. **CONSTRUCTION AND DEMOLITION DEBRIS** means discarded materials generally considered to be not water-soluble and non hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types

of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
 - (b) Effective January 1, 1997, except as provided in 2s. 403.707(13) (j), unpainted, non treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and
 - (c) De minimis amounts of other non hazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.
- J. **CONTRACT YEAR:** means a 365-day period beginning on the Effective Date or on the anniversary of the Effective Date. The Contract Year may be referred to with an ordinal number based on when the Contract Year begins. For example, the first Contract Year is the Contract Year beginning on the Effective Date, and the Second Contract Year is effective on the first anniversary of the Effective Date.
- K. **CONTRACTOR** shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in the contract RFP and contract agreement.
- L. **CUSTOMER CLASSIFICATIONS:** means a classification of a customer being provided solid waste services. Customers may be classified in this Contract as residential or commercial customers. Customers may also be classified in this Contract as toter-serviced customers or mechanical container-serviced customers. These two sets of customer classifications are not mutually exclusive. For the purpose of refuse collection, multi-family residential complexes utilizing mechanically emptied containers will be considered commercial customers, with the exception of requirements dictating commercial recycling.
- M. **DESIGNATED RECOVERY FACILITY** shall mean the recycling/ processing center(s) specifically agreed upon by the Contractor and City for the recovery of recyclable materials.
- N. **E-WASTE** shall mean discarded electrical or electronic

devices, including computers, monitors, televisions, printers, stereos, mobile phones, and medical equipment. E-waste is considered excluded waste as defined herein.

- O. **EXCLUDED ACCOUNTS** shall mean the business accounts listed within the City limits that are excluded from this contract. **At the present time there are no excluded accounts within the City.**
- P. **EXCESSIVE BULKY TRASH** shall mean any non-containerized bulky waste from a commercial customer or a mechanical-container serviced multi-family customer, and bulky waste that exceeds four (4) cubic yards per week from a toter-serviced residential customer.
- Q. **EXCESSIVE YARD TRASH** - means (i) large items such as tree limbs that exceed five feet in length and six inches in diameter, or that weigh in excess of 50 pounds; (ii) grass cuttings, leaves, or pine needles that are not containerized, bagged, or bundled for easy handling and (iii) yard trash from land clearing operations or preparation for construction or removal of trees or tree trimming by landscaping contractor or tree surgeon. The term excessive yard trash shall also mean an amount that exceeds four (4) cubic yards per week.
- R. **EXCLUDED WASTE** shall mean any and all debris and waste products generated by land clearing, building construction or alteration and hauled away by the respective Contractor (except do-it-yourself projects); public works type construction projects whether performed by a governmental unit or by contract; waste produced by governmental agencies other than The City of Daytona Beach Shores; materials deemed by the City Manager to be hazardous waste and items not allowed at the County landfill or other approved landfill, including e-waste. Yard waste produced by landscape maintenance Contractors which is hauled away by same, yard waste produced by commercial customers or mechanical-container serviced multi-family customers (excluding condominiums), as well as tree removal debris is also considered excluded waste.
- S. **GARBAGE** shall include and mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their

ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recyclables.

- T. **GARBAGE CANS** shall be an approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than twenty (20) gallons and not to exceed thirty-two (32) gallons, and each such can shall have two handles upon sides of can or bail by which it may be lifted and shall have a tight fitting top.
- U. **HAZARDOUS WASTE:** means solid waste or combination of solid wastes which, because of quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial hazard to human health or the environment if improperly stored, treated, disposed of, transported, or otherwise managed. Hazardous Waste also means a solid waste regulated by the Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, *Florida Administrative Code*.
- V. **HOUSEHOLD TRASH** shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects, but does not include vegetative matter.
- W. **INDUSTRIAL WASTE:** means and includes waste resulting from the manufacture, assembly or distribution of products or goods generated by a business.
- X. **MULTI-FAMILY DWELLING UNITS** shall mean any building containing more than four(4) permanent living units, utilizing mechanically emptied containerized collection.
- Y. **Neighboring Community** shall mean municipalities within Volusia and Flagler Counties.
- Z. **OVERLOADED CONTAINER** shall mean a residential cart, mechanical front-load or roll-off container that is overweight or loaded beyond capacity with material for disposal. A container will be considered beyond capacity when its lid cannot close or when 10 inches or more of waste is visible from the top of the entire container or 20 inches or more of waste is visible on any one side of the container.
- AA. **PERFORMANCE BOND** shall mean the form of security approved by the City and furnished by the Contractor, as a guarantee that the Contractor will faithfully execute the work in accordance with the terms of the contract and will pay all lawful claims.

- AB. **RECOVERED MATERIALS** means metal, paper, cardboard, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.
- AC. **RECYCLABLE MATERIALS** shall mean newspaper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles coded 1, 2, at the bottom, which previously held liquid (no automotive, food, or toxic chemical bottles), and such other materials as mutually agreed upon in writing by the Contractor and the City Manager during the term of this Agreement.
- AD. **RECYCLING SERVICE AREA** shall mean the entire area within the City limits and as amended from time to time as a result of annexations to the City.
- AE. **REFUSE** shall include and mean all garbage, dead animals, vegetative garden and yard trash, bulky wastes, household trash, commercial trash, and construction and demolition debris
- AF. **RESIDENTIAL CURBSIDE COLLECTION** refers to collection, transportation, and recovery of garbage, vegetative garden and yard trash, bulk items and recyclable materials by the Contractor from residential units in the entire area within the City limit and as amended from time to time.
- AG. **RESIDENTIAL RECYCLING CONTAINERS** shall mean the receptacles purchased by the **Contractor** and distributed by the Contractor on behalf of the City for the intended use as a receptacle of recyclable materials.
- AH. **RECYCLING BINS & TOTERS** shall mean containers provided for the purpose of collection of recyclable materials. These containers are provided by the Contractor in accordance with the general specifications of the contract. Residential units will receive recycling collection service using 14 or 18 gallon bins, and multi-family residential complexes will receive recycling service utilizing 96 gallon toters.
- AI. (a) **Residential Unit** shall mean one single family dwelling or one living unit of an apartment or townhome which is served and billed as a residential account.
- (b) **Multi-family Residential** shall mean multiple family

dwelling buildings utilizing mechanically emptied containers.

- AJ. **RUBBISH:** means and includes discarded products originally made from metal, plastic, wood and other like substances, including newspapers, cardboard, magazines, paper and other discarded items generally within a residence or business.
- AK. **SOURCE SEPARATED** means the recovered materials are separated from solid waste where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials.
- AL. **SURETY** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the faithful performance of the contract.
- AM. **TOTER** shall mean a wheeled trash can with attached lid in 96-gallon in volume. City approved toters will be supplied by the contractor.
- AN. **TRASH** unless specifically provided to the contrary, the term trash shall include and mean commercial trash, household trash, and garden and yard trash as defined below.
- AO. **VEGETATIVE GARDEN AND YARD TRASH** shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items generated by the homeowner's maintenance of lawns, shrubs, gardens, and trees.
- AP. **WHITE GOODS** shall mean domestic household appliances, including but not limited to washers, dryers, refrigerators, freezers, dishwashers, heaters, ranges, water heaters, water softener, etc. All white goods must have any and all chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) removed prior to collection. Refrigerators and freezers must have all doors removed for collection or in the alternative, secured in a manner not accessible to children.

SECTION 2 - SCOPE OF WORK

Work will commence under the terms of this Amended and Restated Agreement on October 1, 2025. It is the intent of this contract to provide for the total collection of all refuse in The City of Daytona Beach Shores, Florida, with the exception of exclusions which are specifically listed herein.

- A. **SINGLE-FAMILY RESIDENTIAL COLLECTIONS**: The following provisions will apply to Contractor's service of all Residential Units as defined herein:

1. **GARBAGE, HOUSEHOLD TRASH AND RESIDENTIAL RECYCLING**

- (a) **WHEN**: The Contractor shall collect bagged or containerized garbage and trash from places of residence one (1) time per week. Bulk items, such as household furniture and appliances, shall also be removed by the Contractor. It shall be the responsibility of the garbage and trash route driver to collect up to four (4) cubic yards of bulk items weekly and tag remaining bulk items for scheduled pickup.

It is proposed that all residential collection shall occur on Monday through Friday, between the hours of 7:00 AM and 7:00 PM, inclusive. When requested with seven (7) days notice, collection may begin at 6:00 AM. **Any change in the collection day schedule must be approved by the City Manager or his designee before the Contractor implements a collection schedule change. If the request for change of schedule is granted by the City Manager it will be the responsibility of the Contractor to properly notify the residents of such change in a manner satisfactory to the City Manager.**

Alternative route submissions will be considered by the City. Normal routes are not to be scheduled on Saturday or Sunday.

- (b) **QUANTITY AND KIND**: The Contractor shall be required to pick up all garbage and household trash generated by a residential unit.
- (i) **BULKY WASTE**: Bulk items, such as household furniture and appliances, shall also be removed by the Contractor. Contractor will remove up to four (4) cubic yards of bulky waste items weekly that have been placed for refuse collection. However, if due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove bulky waste items, including amounts in excess of 4 cubic yards, the pile shall be deemed Excessive Bulky Waste as defined herein and will not be collected. Contractor shall tag all bulky waste not collected with a description and reason for

non-collection of such waste for the customer. Each tag shall include the address and date and a phone number for resident to arrange a Special Collection as described in Section 2E. Contractor shall immediately log and report all such incidents through use of the Electronic Tracking System referenced in Section 6, J including a copy of the signed and dated ticket and a photograph of the excessive bulky waste.

- (ii) **TIRES** The Contractor shall collect and dispose of automobile tires generated by residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that the Contractor may impose an additional charge, with prior approval of the City Manager and prior notice to the customer, if the following annual maximums are exceeded by any residential customer: Four (4) automobile tires.
- (c) **WHERE:** Complete garbage and refuse collection service is hereby provided for in this contract. Collections of garbage and bulk waste items shall be made curbside or from alleys or in an area adjacent to a driveway and not over five (5) feet from the curb or five (5) feet from the edge of pavement or edge of traveled way with the exception of handicapped or elderly where special arrangements will be made for backdoor or side yard garbage and recycling pickup from a mutually agreed upon location upon receipt of proper written notice to the service provider from a medical doctor and certification that there is no other adult capable of bringing trash to the curb living in the household(on a form provided by the City). Backdoor service applies to garbage and recycling only; Contractor will only be required to collect bulky waste and yard waste if left at the required curbside location.
- (d) **HOW:** The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position with the lids in place in the location where they are found within 5 feet of the edge of the pavement. Refuse may be

transferred from the residents' toters into tubs, cans, hampers, or other containers used by the Contractor in carrying refuse to collection trucks. This work shall be done in a sanitary manner. All garbage or trash spilled by the collector shall be picked up immediately by the Contractor's employees. Any item not collected by the Contractor will require the Contractor to place a Contractor provided written notice either on the toter or a door hanger notice as to the reason(s) such items were not collected. On the same day, the Contractor will be required to deliver to the City Manager a copy of such notice(s) which will also include the address. The Contractor may submit a copy of the notices to the City electronically.

- (e) **SCHEDULED RECYCLABLE MATERIALS** Recyclable materials will be collected one time per week in a commingled state. Recycling bins shall be left in the position where they are found, behind the curb or within five (5) feet of the edge of pavement. Additional requirements regarding recycling are set forth in Section 2, F.
- (f) **E-WASTE PROGRAM.** The Contractor and the City acknowledge that as of the Effective Date, there is currently no resource recovery or disposal facility within Volusia County that accepts electronic waste (E-Waste) for recovery. Once either the Contractor or the City identifies such a facility, the Contractor and the City shall work together to develop a mutually acceptable E-Waste collection and disposal program. Upon the negotiation of a mutually acceptable E-Waste collection and disposal program, Contractor shall commence collecting E-Waste as a component of the residential recycling program.

2. **VEGETATIVE GARDEN AND YARD TRASH**

- (a) **WHEN:** Residential yard waste up to four (4) cubic yards will be collected once per week, on the same day as regular scheduled refuse collections between 7:00 am and 7:00 pm. If the yard waste is in excess of four (4) cubic yards the contractor will be required to collect a minimum of four (4) cubic yards and tag the remainder with the reason for non-collection. This requirement will also include vacant lot(s) which are adjacent to a residential property which yard waste can be attributed to the abutting property.

- (b) **QUANTITY:** All residential units shall receive vegetative garden and yard trash collection except for units with approved exemptions per the City. The Contractor shall be required to collect up to four (4) cubic yards of properly prepared or containerized, which shall mean bagged, bundled or tied, vegetative garden and yard trash generated by a residential unit. The Contractor shall inform the owners of residential units that items such as tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than five (5) feet, if the item's diameter is less than six (6) inches. No single item shall exceed fifty (50) pounds.

This contract does not include vegetative garden and yard trash for land clearing operation or preparation for construction or removal of trees or tree trimming by a landscaping Contractor or tree surgeon which shall be properly disposed of by the landscape Contractor.

- (i) **EXCESSIVE YARD WASTE:** For all yard waste piles that exceed 4 cubic yards, or branches that exceed 5 feet in length or 6 inches in diameter, or items that exceed 50 pounds, or for any yard waste that is not properly prepared, Contractor will take a picture of the excessive yard waste at the time of pick up, and then enter the information including the picture into the City's tracking system which immediately submits to the City the incident with a tracking number and dated ticket of the collection. For items exceeding diameters greater than 6 inches, lengths exceeding five feet (5') or single items exceeding fifty (50) pounds, a Special Collection as described in Section 2E shall be required and a reasonable service charge, which is to be agreed to by the customer and Contractor, may be levied by the Contractor. Residents may also schedule a Special Collection for properly prepared yard waste piles in excess of 4 cubic yards. The City Manager shall mediate in the event of a dispute regarding the special pick up charge. The Contractor is to provide a schedule of standard charges to the City for special pick up service annually. Pictures must

be submitted by the Contractor through the City's electronic tracking system.

(c) **WHERE:** Garden and yard trash shall be collected from the front of the premises within five (5) feet of the curb or roadway (curbside). On streets where no parkways or lawn areas near the street are available for placement of trash, the owner or occupant shall place trash adjacent to the driveway, but not further than five (5) feet from the street, and not in the street or right of way.

(d) **HOW:** The Contractor shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers shall be handled carefully and shall be thoroughly emptied and left in an inverted position (not lying on its side) where they were found. Boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by the Contractor. Loose piles of garden and yard trash shall be collected with pitch forks or other tools as needed, except for grass clippings, leaves, pine needles, etc. which must be containerized. One (1) "Claw" truck will be available as needed to service the City the next business day.

3. **MULTI-FAMILY UNITS - CONTAINERS EMPTIED BY MECHANICAL MEANS**

Multiple family dwelling units not using toter containers shall be required to use containers emptied by mechanical means and shall be considered Commercial Units except for collection of recyclable materials for which the above would be considered residential. All yard waste collection from multi-family residential customers excluding condominiums serviced by mechanical container will be considered Excessive Yard Waste and will be subject to additional fees. Up to four (4) cubic yards of yard waste will be collected per condominium building per week. Non-containerized bulky waste from mechanical container serviced multi-family customers will be considered Excessive Bulky Waste and will be subject to fees as described in Section 2E.

B. **COMMERCIAL UNITS**

Commercial customers shall be identified as, but not limited to, all office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments,

light industry, schools, churches, clubs, hospitals, nursing homes, condominiums and apartment buildings using mechanically emptied containerized collection or commercial toter collection.

1. **WHEN:** Refuse shall be collected not less than once per week and at a greater frequency if required to protect the public health. Customers generating putrescible waste will be required to receive service twice per week, or more often at the discretion of the City. Collection service for customers using containers emptied by mechanical means and commercial toter collection will be available at least one day per week, and the frequency of service will be as mutually agreed upon by the customer and the Contractor. Requests for frequency of service less than two times per week must be approved by the City Manager.
2. **QUANTITY AND KIND:** All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with State statutes, The City of Daytona Beach Shores Ordinances or the Volusia County Commercial Recycling Ordinance, as adopted or as may be amended from time to time.
 - (a) **BULKY WASTE:** Contractor shall schedule pickup of all non-containerized commercial bulky waste. This waste will be considered Excessive Bulky Waste and will be picked up and charged as a Special Collection, as defined in Section 2E.
 - (b) **YARD WASTE:** The Contractor will not be required to collect yard waste from commercial customers. Commercial customers shall arrange yard waste pickups as a Special Collection, as defined in Section 2E.
3. **WHERE:** It is the duty of the commercial owners/operators of such establishments to accumulate refuse in locations mutually agreed upon by the owners/operators and the Contractor, and which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Manager (or his designated agent) shall determine the location consistent with the ordinances and requirements of The City of Daytona Beach Shores.
4. **HOW:** The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector shall be

picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. It will be a requirement of the Contractor to properly spray the container as needed or as directed by the City with a sanitizing spray from the collection vehicle. In the event unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials are encountered by the collection vehicle driver, it shall be his responsibility to immediately radio the condition to the Contractor's dispatcher who will in turn immediately notify the City Manager. In these cases, the customer will be subject to overflow charges for an overloaded container as defined herein. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the City Manager.

The Contractor agrees that at all times when collecting commercial waste with a front load type collection vehicle there shall be 2 Contractor personnel, a driver and a helper, to spot oncoming traffic while the collection vehicle is in the process of backing into City streets and thoroughfares.

5. **CONTAINERS:** Commercial and industrial establishments may use any of the following containers for accumulation of refuse:
 - (a) Refuse containers as defined in this contract.
 - (b) Containers emptied by mechanical means.
 - (c) Dumpster containers shall be made available to commercial customers in not less than 96 gallon toters, 2,4,6, and 8 cubic yard capacities. Service to commercial customers shall be provided with the same size containers currently in use and with the same frequency of pick up unless otherwise approved by the City Manager.
 - (d) Mechanical rolling front-load dumpsters of sizes 2 or 4 yard will be made of plastic. Sizes 6 and 8 yards will be made of metal.

C. COLLECTIONS ON CITY PROPERTY

1. PARKS, PICNIC AREAS, PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE CITY OF DAYTONA BEACH SHORES

The Contractor shall empty all Contractor or City-provided refuse containers used by the general public in any of the areas or places named in the above caption. The schedule may be amended during the term of the contract upon the direction of the City Manager. The City shall have the right to use regular commercial type trash containers, totes, or cans with covers. Servicing of sidewalk litter cans as listed in Exhibit "E", will be a part of this contract at no additional charge to the City.

2. ADDITIONAL SERVICES TO THE CITY

The Contractor shall place at a location designated by the City a 20 yard open top roll off container for the City to deposit additional non-storm related yard waste and tires at no cost to the City for collection, transportation and disposal.

D. SPECIAL EVENTS

The Contractor agrees to supply containers and collect the waste from special events as designated by the City at no additional cost to the City. Special event cardboard type waste collection containers shall be supplied and collected by the Contractor during all such designated special events. The amount of special events shall not exceed six (6) events annually. The City will give the contractor at least 30 days notice of any named special event the City determines that the Contractor shall participate in.

E. SPECIAL COLLECTIONS

Whenever this Contract specifically provides that Contractor is not required to collect refuse as part of its scheduled collection service (such as litter, excluded waste, construction and demolition debris, excessive yard waste, excessive bulky waste, uncontainerized mechanical-container serviced customer bulky waste, multi-family and commercial yard waste), Contractor may collect such items at the customer's request and bill the customer directly for a Special Collection at the rates set forth in Exhibit A.1. Contractor's right to collect such items as a special collection and to bill the customer directly is subject to the City's right to definitively determine whether such items are excluded from scheduled collections as part of this Contract upon the customer's request. Beginning on the Amended and Restated Agreement Effective Date, Contractor shall account for all revenues from special collections billed to customers and report all such revenues to the City by the 20th of each month. Contractor shall remit with the

monthly revenue report fifteen percent (15%) of the gross billing collected the previous month for special collections. Contractor shall provide a detailed monthly report of all Special Collection revenues, including service address, date, and amount billed. Contractor shall remit fifteen percent (15%) of the gross revenues to the City by the 20th of each month. The City reserves the right to audit these records at any time upon ten (10) days' notice. In lieu of the Contractor physically remitting such amount, the Contractor and the City may agree, in writing, to offset such amounts due against payments that the city is required to make to Contractor in Section 6J below.

F. **RECYCLING SERVICES**

1. **RECYCLABLE MATERIALS COLLECTION AND DISPOSAL:** Required recycling services include collection of all recyclable materials from all residential and multi-family residential customers and all City-owned property, and transportation of collected recyclable materials to a designated recovery facility, or, if no market is available, to the approved landfill.

In the event that no economical recycling market is available the City reserves the right to commingle the collection of recycling with disposal collection until viable markets return. During this time, the recycling route will be discontinued, and the recycling truck will move to a backup status. If recycling and trash are commingled for disposal, the City and Contractor will negotiate a revised fee structure that accounts for the difference between the cost of recycling collection credited to the City and Contractor's compensation for collection and disposal of additional refuse tonnage.

The Contractor shall provide, as part of the monthly recycling report, weights and types of any recycled materials disposed of by landfill. This report shall include the reason for disposal rather than recycling of these materials. The Contractor shall perform such services as are required to provide a complete recyclable materials program. The Contractor shall include within its monthly collection, processing and transportation cost per residential unit.

2. **COLLECTION OF RECYCLABLES AND DESCRIPTION OF THE WORK:** The Contractor shall collect all recyclable material set out for the purpose of recycling from all residential units. The collection of curbside residential recyclables shall be conducted using the recycling bin(s) furnished by the Contractor, for a commingled

system for single family and 96 gallon toters furnished by the Contractor for multi-family using mechanically emptied containers.

3. **FREQUENCY OF COLLECTION:** The Contractor shall collect recyclable material within the service area a minimum of one (1) time per week.
4. **HOURS OF COLLECTION:** Collection shall begin no earlier than Seven o'clock (7:00) a.m. and shall cease no later than Seven o'clock (7:00) p.m. weekdays. When requested with seven (7) days notice, collection may begin at 6:00 AM. If weekend collection is needed following a holiday or other circumstances, collection shall not begin earlier than eight o'clock (8:00) a.m. and shall cease no later than seven o'clock (7:00) p.m. In the event of an emergency, or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager or designee.
5. **POINT OF PICKUP OF RECYCLABLE MATERIALS:** Collection of residential recyclable materials shall be at curbside. Multi-family recyclable materials shall be picked up at a location adjacent to the regular refuse, or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot, be agreed upon, the City Manager shall designate the location. As with regular residential garbage collection, handicapped residents will be accommodated at no additional fee.
6. **RECEPTACLES:** The Contractor shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling containers and set at the appropriate location.

Each residence within the service area will be provided with a recycling container and, on occasion, additional containers will be supplied by the Contractor as directed by the City Manager.

Multi-family residential complexes utilizing mechanically emptied containers of 4 units or greater will utilize large toters (not less than 96 gallon) for collection of recyclable material. The toters are to be supplied by the Contractor at his expense.

7. **METHOD OF COLLECTION OF RECYCLABLE MATERIALS:** For residential units, single stream curbside collection will include the following materials, as amended from time to time by the designated recycling facility: newspaper, commingled aluminum cans, and plastic and

glass (green, amber, and clear). The Contractor shall make collections with a minimum amount of noise and disturbance to the residents and commercial customers. The Contractor shall handle recycling containers with reasonable care and return them to the approximate location from which they were collected. Any recyclable materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left inverted at the point of collection. The Contractor and the City shall mutually develop a procedure for handling placement of incorrect material in recycling bins by residents. At a minimum, the Contractor shall leave the incorrect materials in the recycling bin along with a Contractor provided notice describing the proper materials and reason(s) items have not been collected.

For multi-family residential units, the Contractor shall transport the individual totes from the storage location, empty into the truck and return totes to their original location.

8. **SCHEDULES AND ROUTES:** Recyclable materials collection shall be made to residential units on the same day in which garbage is collected. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the City Manager is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency, requiring such action.

Should the County close the landfill in honor of holidays, the Contractor shall not be required to collect on that day. The Contractor then would collect on the following day, excluding Sunday. Customers under this contract shall receive reasonable notification, as approved by the City Manager, of the schedules provided by the Contractor prior to commencement of service.

9. **RESERVED**

10. **MARKETING OF RECYCLABLE MATERIALS:**

The Contractor and the City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity and market prices, the Contractor shall market the recyclable materials through local business operations in Volusia County. Contractor may deliver recyclable materials to

Contractor's recycling facility in Ocala, Florida or any licensed, certified, and state-approved facility. At a minimum, the Contractor will provide for taking, marketing, or storing of recyclables at the nearest County landfill.

11. **REVENUES GENERATED FROM RECYCLING:** The Contractor shall account for all revenues generated through the sale of collected recycling materials and shall fully report all such revenues to the City on a monthly basis. The reports shall include, at a minimum, all receipts from all such sales as well as any other information reasonably required by the City. Beginning on the Effective Date the Contractor shall remit to the City by the 20th of each month a 50% split of any gross revenues received from the City's recyclable materials. In lieu of the Contractor remitting such amount, the Contractor and the City may agree to offset the amount that would otherwise be remitted herein against payments that the City is required to make to Contractor in this Contract.
12. **CHARGES FOR DISPOSAL OF RECYCLABLE MATERIAL:**
The city reserves the right to direct the contractor to dispose of recyclable materials at the County landfill. The City and Contractor will negotiate a revised fee structure that accounts for collection, transportation, and disposal of recyclable materials. If an agreement cannot be reached, the Contractor may cancel the contract with 365 days' notice of termination.
13. **RECYCLING BINS AND CONTAINERS:** Residential recycling bins will be provided by the Contractor and distributed as needed by the Contractor. Type and size of multi-family residential recycling containers shall be approved by the City Manager or his designee and provided by the Contractor at his expense.

G. **MISCELLANEOUS**

1. On days Contractor is scheduled in the City the Contractor shall pick up dead fowl, reptile, animals, fish, etc. from public right-of-way, playgrounds, and all City owned property within four (4) hours after notification by the City Manager, his designee, or the Police Department.
2. **VACANT LOTS:** The Contractor shall collect trash from vacant lots which are adjacent to residentially zoned or used property and from which waste can be attributed to the abutting property in the same manner as the collection from residences, except the Contractor will only be responsible for the weekly collection of up to

and including four (4) cubic yards.

3. The Contractor shall be responsible for the collection and proper disposal of all used tires improperly deposited on City right-of-ways and collected at the Public Works Complex.
4. **NON-COMPLIANT WASTE:** The Contractor shall develop and implement a notification and tagging system to notify residential and commercial customers at the point of collection which notification shall state the reasons why the Contractor refused collection of any solid waste, recycling, yard waste, bulk waste or any other waste set out for collection by the customer. The Contractor shall not be responsible for the collection of a contaminated load. If the Contractor does not pick up a contaminated load, the Contractor shall notify the City Manager, or designee, of the specific customer that was not served and the type of contamination that was observed. This notification shall be delivered to the City either by hard copy or electronic tracking system the same day as notification is provided to the customer. Any landfill charges related to contaminated load that is collected by the Contractor shall be the sole responsibility of the Contractor.
5. Waste Pro of Florida, Inc. agrees to reimburse the City for the consulting fees charged by Redman Consulting Group, Inc. the cost for preparation of documents and renegotiations related to this contract renewal. Payment by Waste Pro will be made within fourteen (14) days from the date approved by the city commission as entered below. **The consulting fees not to exceed four thousand dollars (\$4,000.00)**

H. **CHANGE IN COST OF COLLECTION COMPONENT**

For purposes herein, the term "CPI Index" means garbage and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted, series of the Consumer Price Index (CPI-U) sub-section CUUR0000SEHG02 section trash only as published by the US Department of Labor, Bureau of Labor Statistics, or if that index ceases to be published, an equivalent index determined by the City.

- (1) Effective on October 1, 2026, the collection component for residential and commercial customers set forth in Exhibit A,1 shall be adjusted based on the percentage change in the CPI Index for April of 2026 compared to April of 2025. The CPI increase or decrease will be effective for the period beginning on October 1, 2026,

and ending on September 30, 2027.

- (2) Effective on October 1st of each calendar year thereafter, the collection component for residential and commercial customers set forth in Exhibit A,1 shall be adjusted based on the percentage change in the CPI Index for April of the current year compared to April of the previous year. The Contractor agrees that any CPI increase(s) will only be applied to the collection cost component.
- (3) Under no circumstances will the collection component be adjusted to be less than the initial collection component rate set forth in the Pricing Sheets. Additionally, the CPI increases will not exceed five percent (5%) annually. Should a CPI increase exceed 5%, the remaining value over 5% shall be carried over and applied to the following year's calculation of CPI. If that causes the following year's CPI calculation to exceed 5%, then the remainder will carry over to the following year. The carryover methodology shall apply throughout the term of the agreement.

Example: FY 2026 CPI is 6%, 1% will carryover, CPI in FY 2027 is 4% then the carryover of 1% will be added to the 4% for that year allowing the CPI increase for FY 2027 to be 5%. If notices are not received by the City on or before June 1, the Contractor shall have waived the change in the rate for that given year and that particular rate shall not be considered in the following year(s) calculation(s).

I. **CHANGE IN COST OF FUEL ADJUSTMENT COMPONENT**

The adjustments provided in this Paragraph shall be an adjustment applicable to the fuel component (FAC) only on an annual basis for either the percentage increase or decrease in the fuel component. The calculation will be provided at the same time that the CPI is requested. The FAC shall be adjusted annually effective October 1, 2026, with the base of fuel pricing being set at the April monthly price as per fuel pricing index know as:

"On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration published on the internet at:

http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

This fuel adjustment component will not be considered within the CPI adjustment in paragraph B above.

The fuel component shown on Exhibit "A" - Approved Service Rates, shall remain in effect until September 30, 2026.

Beginning on October 1, 2026, the fuel component may be adjusted periodically. The length of the adjustment period will be annually. These periodic adjustments to the fuel component shall be based upon the average percentage change in annual fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the average diesel fuel price during the prior year (April-March) to the average diesel fuel price in the year prior to that (April-March). During the initial adjustment, the diesel fuel price will equal the diesel fuel pricing index stated above.

Example: Annual Fuel Adjustment:

Change in fuel component 1st year:

% change = $1 - (\text{average annual price April 2025-March 2026} / \text{average annual price April 2024-March 2025})$

Subsequent years would follow the same formula rationale.

The length of the adjustment period will be annually, or some longer period if mutually acceptable to both Parties.

If notices are not received by the City on or before June 1, the Contractor shall have waived the change in the rate for that given year and that particular rate shall not be considered in the following year(s) calculation(s).

J. CHANGE IN COST OF DISPOSAL COMPONENT

Should disposal or processing costs increase or decrease, or should the location of disposal or processing change, Contractor shall notify the City of any changes. In the case of disposal or processing costs increasing, Contractor will pass along an increase equal to the percentage change levied by the disposal/processing facility. All requests must be accompanied by justification of the rate change and/or location change.

Disposal component change request shall be based on the percentage change of the disposal cost per ton at the Volusia county landfill or recycle processing facility rate.

K. UNUSUAL CHANGES OR COSTS

The Contractor has the right to petition the city for additional payment based upon extraordinary changes in the cost of providing services. Extraordinary defined as a cost item in the contractor's accounts not arising from normal operational activities.

The city has the option of approving or denying the requested increase. Should the city deny the increase and the parties are unable to negotiate in good faith a mutually agreeable increase with Contractor, Contractor shall have the option to terminate the agreement with a written 365-day notice. Any request must be accompanied with an audited financial statement from a third party Certified Public Accountant (CPA) who must be agreed upon by the city and the contractor, showing what is perceived by the contractor as a detriment to the financial status of the contractor's operations. If the parties are unable to agree to the increase request, there will be a dispute resolution or mediation. Only proof that the Contractor is not obtaining a reasonable margin as determined by a dispute resolution or mediation would be cause of Notice to Terminate.

- L. **FAVORED NATIONS CLAUSE:** In the event a neighboring municipality negotiates a more favorable rate than The City of Daytona Beach Shores for the provisions of the same or substantially the same services, terms, and conditions provided in this contract with the Contractor of this contract, the Contractor shall be required to upon execution of the agreement with the neighboring municipality reduce the rates charged to the City to be equal to or lower than the rates charged the neighboring municipality. Neighboring municipality shall mean municipalities within Volusia and Flagler Counties of Florida.

SECTION 3 - STORAGE AND OFFICE FACILITIES

The Contractor shall establish and maintain an office and maintenance facility within Thirty (30) miles of the City limits of the City of Daytona Beach Shores, Fl. within Volusia County where collection services may be applied for, and complaints can be made within two (2) weeks after the award of the Proposal. It shall be equipped with sufficient toll free telephones; shall have a responsible person in charge with the ability to communicate with the public and shall be sufficiently staffed during collection hours and shall be open during the operational hours of this contract, 7:30 AM to 5:30 PM. After hours of operation the Contractor will provide a telephone answering service.

SECTION 4 - SCHEDULES AND ROUTES

- A. **IN GENERAL**

The Contractor, upon execution of this Amendment, shall submit to the City an updated and complete operational plan which shall include the following within 30 days of the

effective date;

- Current route maps showing the days of service and type of service by area to be rendered.
- The areas laid out on maps furnished by the City.
- The amount and type of equipment including: make, year, model and type to be on hand at all times to perform the work.
- The classification and number of persons to be employed, the background of local management of the operations, and statement outlining the general conditions of employment, such as hours of work, number of days worked per week, holiday, vacation, sick leave and other benefits of employment.
- Complete outline of the procedure the Contractor shall use and implement for notification to the residents within the City for the route and day changes. This is to include door hangers and newspaper announcements.

NOTE: The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by normal, seasonal fluctuations in the amount of garden and yard trash. This additional work-load will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

B. **STORM**

The Contractor shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportions, natural disaster, severe disturbance, riot, terrorist activity or other calamity. This plan will take effect subject to availability of Contractor resources and subcontractor availability. The Contractor will provide the City with a detailed plan specifically for the first seventy two (72) hours of an event as described above and is required to update and review the plan, which will include pricing and terms for work to be performed, with the City annually before the start of the hurricane season. The City will agree to pay the FEMA rates stated at the time of the named event for the first seventy two (72) hours. Any additional collection required after the first seventy two (72) hours of the named event the Contractor will revert to the pre agreed pricing and terms. The plan submitted by the Contractor must describe in detail the responsibilities of the Contractor. The Contractor agrees the City will have total and absolute authority to direct the Contractor during any such event of how, when and where action must be taken by the Contractor to accomplish the task of clean up and clearing of roads and property, and the Contractor will not be entitled to any reimbursement without the prior written authorization of the City for any

action taken.

The Contractor shall have, at all times, written agreements with sub-contractor(s) for collection, hauling and disposal relating to the above should the Contractor not have sufficient resources of its own to affect a timely clean up. Such agreement(s) should contain operational details and unit pricing for collection and hauling with actual disposal cost to be an add-on charge. The initial sub-contractor agreements are to be an addendum to this contract with annual renewals to be reviewed and agreed to by The City of Daytona Beach Shores. The Contractor's emergency response plan should also have operational details and unit pricing. Contractor and sub-contractor agreements must be reviewed and agreed to by the City prior to June 1st each year.

Should an event of the above magnitude occur, the City Manager and the Contractor will meet as soon as possible to formulate and agree upon a clean up plan.

The City reserves the option to utilize the Contractor forces, Contractor's sub-contractors, services other than provided by this contract (City's own contractors), City forces, mutual aid agreements or any combination thereof.

All rates and work performed under this Section shall conform to FEMA cost-reimbursement requirements, and the Contractor shall maintain all documentation necessary for FEMA eligibility.

C. **FORCE MAJEURE**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Agreement.

D. **EXCLUSIVE RIGHTS**

The Contractor shall have sole and exclusive rights to collect refuse, as defined in the contract, within the corporate limits of The City of Daytona Beach Shores with the following exception: contractors, commercial and residential customers

engaged in building or remodeling operations, shall be permitted to remove the waste accumulated as a result of their operations with their own trucks and labor or will contract with the City's licensed hauler to remove construction and demolition debris. No other waste removal will be permitted by another solid waste contractor, other than excluded waste, exempted yard waste, commercial recycled materials, hurricane debris collected by the City or another contractor chosen by the City. The City of Daytona Beach Shores reserves the rights to pick up refuse relating to street maintenance and other activities relating to City functions or ordinances. Contractor shall have the exclusive right to collect and haul recyclable and recovered material except source separated recovered material at commercial establishments as terms are defined under state law.

E. **MISCELLANEOUS**

The Contractor shall not be responsible for scattered refuse unless the same has been caused by his acts or those of any of his employees, in which case, all such scattered refuse shall be picked up immediately by the Contractor. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs or other animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large; in such event the Contractor shall immediately notify the customer and City Manager, in writing, of such conditions and of his inability to make collection because of such conditions.

F. **HOLIDAYS**

When a regularly scheduled residential collection day falls on a holiday, the Contractor shall collect all residential solid waste on the next regularly scheduled collection day. When a regularly scheduled commercial collection day falls on a holiday, the Contractor may collect all commercial solid waste on the day before or the day following the regularly scheduled collection day. For the purposes of this Section, holidays for residential collection are New Years Day, Labor Day, Thanksgiving Day, and Christmas while the only holiday for commercial collection is Christmas. The contractor shall collect all waste on the next scheduled collection day after each holiday. The Contractor shall publish notification of the schedule change online and in other venues mutually agreed upon with the City, such as a local newspaper, said notice to appear at least 10 days prior to the holiday.

G. SPECIAL EVENT COLLECTION TIMES

During special events such as Bike Week and Biketoberfest, Contractor may start collection services within the city at

6:00 A.M with written notice to the City Manager with 7 day advance notice of the contractors intent to do so.

SECTION 5 - DURATION OF CONTRACT - COMMENCEMENT OF WORK - EXTENTION OF CONTRACT

DURATION OF THE CONTRACT

The Renewal Term of this Contract for eleven (11) years commences on October 1, 2025 (the "Effective Date"), and ends on September 30, 2036, unless terminated prior to that date.

The Parties may renew this Contract by mutual consent for additional ten (10) year Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and has been approved by the Daytona Beach Shores City Commission.

The contractor agrees thirty (30) days prior to either expiration or termination of the contract the contractor will provide the city with GPS type collection routes and schedules for each type of service provided residential and commercial.

SECTION 6 - CONTRACTOR'S RELATION TO THE CITY

A. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work not withstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

B. SUBLETTING CONTRACT

The contract, or any portion thereof, shall not be sublet except with the prior written consent of the City Manager which may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and despite any such subletting, the City shall deal through the Contractor. Subcontractors will be dealt with as workmen and

representatives of the general Contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

C. **SUPERVISION OF CONTRACT PERFORMANCE**

The Contractor's performance of this contract shall be supervised by the Solid Waste Coordinator or some other official of the City designated by the City Manager, and the Contractor shall be so notified in writing by the City Manager. If at any time during the life of the contract, performance satisfactory to the City Manager shall not have been made, the Contractor, upon notification by the City Manager, shall increase the force, tools and equipment as needed to properly perform this contract. The failure of the City Manager to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this contract.

D. **CITY MANAGERS AUTHORITY**

The City Manager or their designee shall work with the Contractor in order to resolve questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the Contract provisions, and the acceptable fulfillment of the Contract on the part of the Contractor; and the City Manager or their designee will work with the Contractor to determine whether or not the amount, quantity, character and quality of the work performed is satisfactory. The determination by the City Manager or their designee shall be final, conclusive, and binding upon both the City and the Contractor.

E. **INSPECTION OF WORK**

The Contractor shall furnish the City Manager or his authorized representative with every reasonable opportunity for ascertaining whether or not the work as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, the person to serve as agent and liaison between his organization and the City. He may designate himself to so serve. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time. The Contractor shall admit members of the City Commission and other authorized representatives of the City to make such inspections at any reasonable time and place with proper notice by the City to the Contractor, not less than twenty four (24) hours.

F. **DISAGREEMENTS - REFUSE TO BE COLLECTED - HOW**

It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to interpretation of the specific language in the contract.

In the event a disagreement arises and refuse needs to be collected and disposed of, the City Manager or his authorized representative may notify the Contractor of the location of refuse which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within two (2) days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

G. **TAXES**

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this contract.

H. **CITY NOT LIABLE FOR DELAYS**

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

I. **REPORTS OF OPERATIONS**

Reports and billing by the Contractor are to be submitted to the City by the 10th of each month for the previous month.

- Residential Garbage, Recycling and garden and yard trash tonnage by route
- Used tire tonnage for all routes
- Commercial toter collection report listing, in alpha order, service address, size, days of collection and truck or route number
- Commercial front load report listing, in alpha order, service address, dumpster size, days of collection and truck or route number

The roll off compactor and open top roll off reports are required monthly by service address, size of container,

date pulled, number of pulls per month, copy of signed pull tickets and the amount of the gross billing minus the disposal cost.

J. **SCHEDULE OF PAYMENTS**

For and in consideration of the services to be performed by the Contractor pursuant to this contract, the City agrees to make payments to the Contractor as follows:

The contractor will be paid no later than the 20th of each month, during the term of the contract, and based on the preceding month's customers, monthly commercial yardage and monthly commercial front load or rear load containers rental billing by the City and multiplied by the contractual unit prices identified in the proposal from Exhibit A,1 minus fifteen percent (15 %) to be retained by the City as a franchise fee.

The pricing paid to the contractor will be amended to reflect pricing for the collection component, pricing for the fuel component and pricing for the disposal component as provided in the exhibit A,1

In order that the City may be informed of the quality of service, the Contractor agrees to utilize the city's preferred cloud-based electronic tracking system (hereinafter "Electronic Tracking System") for and with the City to record and retain records of all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor will provide the city and all residential and commercial customers with access to the Electronic Tracking System. The city may provide a link to the System from the City's web site. The Electronic Tracking System shall have a smart phone application if commercially available that the Contractor and City may use for incident tracking. The contractor agrees the city will deduct the monthly cost of the online tracing system in the current amount of \$274.50. The monthly cost of the online tracking system is subject to an annual increase as per the CPI as listed in Section 2H. Contractor also agrees the city will deduct the monthly cost of the contract oversight in the amount of one thousand nine hundred and sixty five dollars (\$1,965.00). The contract oversight amount is subject to an annual automatic CPI increase not to exceed five percent (5%) annually.

Note: The contractor will bill separately for all roll off accounts and additional charges allowed under the contract. The Contractor will remit to the City, on a monthly basis, by the fifteenth of the month following in which the work is performed, a report of all gross revenues which will include

pull charges, lease or rental fees, delivery charges as well as any other billing within the City, along with a payment equal to fifteen percent (15%) of the gross revenues less disposal cost as a franchise fee.

K. **CANCELLATION OR ANNULMENT OF CONTRACT**

The Contractor and the City recognize that it is of paramount importance that the contract be performed and the individual customers receive service. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through its City Manager, gives notice of such default, and the Contractor or his surety fails to cure such default within seven (7) days after giving of such notice by the City, or appropriate time agreed to, then the City may thereupon, by action of the City Commission, declare the contract cancelled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work, or the City may enter into agreements with others for their performance of the work and services herein contracted for. Such cancellation of the contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this contract shall exceed the proposal price of the Contractor, as provided in this contract, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount. Contractor's surety or security will not be released until such time as the term of this contract would otherwise have expired.

L. **OPERATION DURING DISPUTE**

In the event the City has not cancelled the contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of the court.

SECTION 7 - QUALITY OF SERVICE

A. CHARACTER OF WORKMEN AND EQUIPMENT

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall also provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. All employees utilized by the Contractor during the term of this contract, shall be of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an upright position.

B. TEMPORARY WORKMAN PROHIBITED

Due to safety risks involved with the employment of temporary laborers as drivers and helpers, no temporary labor force will be allowed under this contract without prior written authorization by the City Manager or his designee. Only employees covered by the Contractor's workers' compensation policy will be authorized to work within the City.

C. **COOPERATION OF CONTRACTOR REQUIRED**

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The Contractor shall have at all times a supervisor available to the City during the days the contract work is being performed. Supervisor response time will be within one (1) hour. This person shall be competent and able to communicate with the public. The Contractor will supply the Supervisor with mobile communication with a published phone number for direct contact with the Solid Waste Coordinator as well as Residential and Commercial accounts for any situation that may arise. A daily roster of employees and equipment will be supplied to the utility billing department and any third party contractor overseeing the solid waste contract on an daily basis.

D. **HANDLING COMPLAINTS**

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which it is doing business as a Contractor and provide adequate employees for those customers needing to contact the Contractor during collection hours, including, at a minimum, 8:00 a.m. to 5:00 P.M., Monday through Saturday and after hours an answering service will be provided. An electronic telephone answering machine or off-shore answering personnel will not be acceptable.

In order that the City may be informed of the quality of service, the Contractor must enter into the electronic tracking system all calls regarding complaints, requests and compliments from the residents and business customers. The Contractor agrees that the City shall deduct the monthly cost for the City's web based tracking system from the payments due the Contractor. This system is provided for the City and the Contractor to record all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor also agrees to provide a single point of contact in order for the City or more specifically the City Manager or his/her designee to have immediate access to Contractor's personnel to deal with various situations which may arise from time to time. The Contractor agrees to furnish a monthly report of all complaints, listing the name and address of the person complaining, the nature of the complaint, and disposition of such complaint. All complaints whether received in person, by mail or telephone, shall be recorded into the electronic tracking system as received. Complaints received before noon shall be serviced the same day and complaints received after twelve noon shall be

serviced by twelve noon of the following day. For each month in which the number of un-serviced/uncured legitimate complaints reaches twenty (20) or more, whether for garbage, trash, recycling or any other cause, the City shall be entitled to claim liquidated damages of one hundred (\$100) dollars per complaint including the first twenty. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the City Manager shall be final.

E. **GUARANTEES OF PERFORMANCE**

SURETY BOND: The Contractor hereby deposits with the City a performance bond in the amount of fifty percent (50%) of the total annual proposal for the first year as a guarantee to the City as faithful performance under the terms of this contract. In the second and subsequent years of the contract, the surety bond shall be reduced to twenty five percent (25%) of the total annual revenue as faithful performance under the terms of this contract if the Contractor has complied with the contract and it has been approved by the City Manager. In no event shall the bond be less than \$ 300,000.00. This performance bond shall be written by a company with an A, Class 10, or higher financial rating as shown in Best's Key Rating Guide.

SECTION 8 - EQUIPMENT

The Contractor shall comply with the modified equipment requirements as set forth in this Amendment. The Contractor shall provide and maintain all vehicles to be used in providing services under this Contract. All collection vehicles used to provide the services to the City shall contain signage on the collection vehicle stating "Proudly Servicing the City of Daytona Beach Shores". The Contractor shall comply with the following requirements:

A. **Collection vehicle requirements.** At a minimum, the Contractor's vehicles shall comply with the following requirements:

- 1) All collection vehicles shall have bodies that are water tight to a depth not less than 18 inches, with solid sides, using pneumatic tires.
- 2) All collection vehicles shall be equipped with operational radio transceivers or cell phone devices capable of communicating with the Contractor's dispatcher from anywhere within the City Limits of the City.
- 3) All vehicles shall be equipped with functioning back-up

cameras, oil absorbing hose wraps, GPS tracking, and enhanced turning radius.

- 4) As of the Amendment Effective Date, Contractor will implement a three-year schedule for phasing in new or refurbished rear load and front load collection vehicles, referred to as Primary Collection Vehicles herein, to be used to serve the City. The proposed schedule for providing new Primary Collection Vehicles will be provided to the City Manager for approval prior to the Amendment Effective Date. Thereafter, Contractor may replace vehicles as reasonably necessary during the Term; however, no Primary Collection vehicle used will have a chassis over ten years old from the date of the manufacturers statement of origin and must be in good working order and aesthetically pleasing in appearance.
- 5) Each collection vehicle shall be equipped with a spill kit, pitchfork, rate, shovel and broom for spills and cleanup purposes. Safety equipment shall also be available on the vehicle such as, but not limited to, a fire extinguisher and reflectors.
- 6) Vehicles used for recyclable material collections must be designed for such purpose. Prior to purchasing equipment the Contractor must determine the available space, turning radius, ceiling heights, etc. of the likely buyers or processors of the recyclable materials. Replacement and additional vehicles shall be comparable equipment unless otherwise agreed by the City.
- 7) All vehicles shall be painted uniformly by the Contractor, and shall display the Contractor's company name, telephone number, and the vehicle number, printed in letters not less than 5 inches high on each side of the vehicle.
- 8) The Contractor shall number all vehicles and maintain a record of the vehicle to which each number is assigned.
- 9) If a decision or request by the City Manager regarding any primary collection vehicle that does not meet the standards as stated herein, the Contractor agrees to comply with such standards by either maintenance or replacement of such collection vehicle within 1 week or other such time frame agreed to in writing between the City and the Contractor.

Residential carts/toters shall be replaced as needed or at the discretion of the City Manager, or designee, and shall be

replaced or refurbished within 5 days of notification from the City Manager, or designee. The Contractor shall keep a log of such replacements or refurbishment and deliver such reports and logs to the City on a quarterly basis.

The Contractor shall maintain an adequate supply of residential recycling containers at the Contractor's expense. The Contractor shall deliver the recycling containers, upon request, to any residential unit within the City. With regard to any resident who requests more than 2 containers in any given year, the Contractor may charge the resident a fee equal to the Contractor's cost plus 20%, plus a \$10.00 delivery charge. The Contractor shall be responsible for billing and collecting such fees directly from the resident and report such fees to the City within its required monthly report.

B. **AMOUNT**

Number of Vehicles to be Provided. The Contractor shall provide a sufficient number of trucks to ensure the Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles—one vehicle each for supervisor(s) overseeing the City operations and a minimum of one (1) grapple truck available to the City on all scheduled collection days. In addition, Contractor shall have one operational spare or overflow grapple truck available to the city in accordance with the terms of this contract.

C. **CONDITION**

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, with the company name, telephone number, and the number of the vehicle printed in letters not less than five(5) inches high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising other than Contractor's standard company logo shall be permitted on vehicles, toters, dumpsters, or roll off containers servicing Daytona Beach Shores. A sign saying "Proudly serving The City of Daytona Beach Shores" and the type of service being rendered by each collection vehicle shall be displayed on all collection trucks while operating in The City of Daytona Beach Shores. The Contractor is required to keep collection vehicles and commercial containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall submit, as part of the proposal, a schedule showing the frequency of the cleaning and painting of the vehicles. For the duration of the Contract, the Contractor will recondition or replace mechanically-emptied containers every thirty-six

(36) months. It is the intent of this subsection to provide each customer who uses a container emptied by mechanical means, a new or renovated container on a regular schedule. This will include permanent roll off open top containers.

The Contractor will submit to the City representative for the City's approval, a schedule showing how the change-out of containers is to be accomplished during the contract term.

D. **OPERATION**

Each non-packer trash vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a spill kit, pitch fork, rake, shovel and broom for this purpose. Safety equipment is also required, such as a fire extinguisher and reflectors. The City Manager or his designee will have the authority to spot inspect the equipment during route operations for compliance. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. To the extent practical, the Contractor shall avoid pickup on major travel ways during the morning and evening rush hours.

**SECTION 9 - EMPLOYMENT AND WORKING
CONDITIONS**

The Contractor shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in effect. The Contractor is required and hereby agreed by accepting this contract, to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time.

SECTION 10 - DISPOSAL OF REFUSE

Refuse collected by the Contractor is currently disposed of at the Volusia County disposal site located west of Tomoka Road and South of Interstate 4. The City will not be responsible for disposal

fees charged by the County or other disposal operators for the Contractor to use any facility. If the disposal increases the tipping fees for disposing of waste the Contractor may at that time apply to the City for a rate adjustment to cover those disposal fees only. This rate shall be adjusted up or down accordingly, with the disposal facility utilized by the Contractor. The disposal facility shall be specified and mutually agreed upon by the City and the Contractor.

SECTION 11 - COMPLIANCE WITH LAWS & REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and city laws and regulations. The Contractor and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractor. This clause shall apply not only during the term of this agreement, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this agreement and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

SECTION 12 - INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this contract and such insurance coverage has been approved by the Finance Director of The City of Daytona Beach Shores, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

A. COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, who are employed in connection with the work, and in case the work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract are not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the workers compensation protection of his employees not under or otherwise protected.

B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall provide and maintain during the life of this contract, at his own expense, such public liability and property damage insurance, with The City of Daytona Beach Shores also being named as insured, as shall protect him and any subcontractor performing work covered by this contract, from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or anyone directly employed by the Contractor or subcontractor, and the amount of such insurance shall be as follows:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor 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 Contractor at the site of the project or in any way connected with the work which is the subject of this agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles.

THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$5,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$5,000,000.

C. **PROOF OF INSURANCE**

The Contractor shall furnish the Finance Director, prior to the start of any operations under this contract, satisfactory proof of carriage of the insurance required with an insurance company satisfactory and acceptable with the City. No policy is acceptable to the City which can be canceled by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the City, each insurance certificate shall contain a clause substantially as follows:

"The policies referred to herein provide that they cannot be canceled by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation, and equal notification to The City of Daytona Beach Shores.

Should the Contractor fail to provide such insurance, the City may secure the same, the cost of which shall be reimbursed to the City by the Contractor or monies will be withheld from the monthly invoice to be paid to the Contractor.

SECTION 13 - CITY HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR

Indemnification: The Contractor shall indemnify and hold harmless The City of Daytona Beach Shores and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' 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 Contractor, any subcontractor, anyone directly or indirectly employed by either one of them or anyone for whose acts either of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

The Contractor agrees to indemnify and save the City harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright.

SECTION 14 - ADMINISTRATIVE CHARGES

Should the Contractor fail to perform in accordance with the provisions of this contract and/or refuse to pay administrative charges upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of this contract, be entitled to claim against the performance bond of the Contractor as provided in Section 7-E or deduct from the next regularly scheduled payment to Contractor, the following amounts, not as a penalty, but as administrative charges for such breach of contract:

Note: The Contractor has the right to cure any and all service

problems, which are stated guidelines within the contract. Failure to cure in a timely manner and within the guidelines of the contract shall constitute failure to perform in accordance with the provisions of this contract and the City may levy liquidated damages

- (a) Failure to collect missed customers by 7:00 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 5:00 P. M.

\$100 per incident, a maximum of
\$300 Per truck per day

- (b) Legitimate complaints over twenty (20) in a single month.

\$100 per incident including the first
twenty (20)

- (c) Collection of commercial, residential solid waste and/or recyclables before 7:00 A.M. or after 7:00 P. M. unless otherwise agreed upon by City Manager.

\$100 per incident

- (d) Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage.

\$150 per incident

- (e) Failure to replace damaged container within five (5) days; seventy two hours for residential.

\$100 per incident

- (f) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles in a vertical position to original location as per agreement.

\$250 per incident

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

\$200 per incident

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

\$500 per incident

(i) Failure to maintain office hours as required.

\$200 per incident

(j) Equipment operator not properly licensed

\$500 per incident

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

\$100 per incident

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

\$100 per incident

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

\$100 per incident

(n) Failure to comply with requested employee roster, proper uniforms and employee identification and safety equipment as per agreement.

\$150 per incident

(o) 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 Contractor.

\$200 per incident

(p) Failure to complete a route on the regular pick-up day.

\$250 per day for each route not completed

(q) Failure to provide proper notification prior to residential route changes.

\$250 for route day not completed

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

\$150 per incident

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

\$150 per incident

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

\$300.00 per incident

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

\$250 per incident

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

\$250 per incident

- (w) Failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

\$250 per incident

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

\$500 per incident

- (y) 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 per incident

- (z) Loaded vehicles left standing on street unnecessarily.

\$150 per incident

- (aa) Failure to drive in the proper direction.

\$100 per incident

(bb) Commingling solid waste with vegetative waste, recyclable materials, c & d materials or other waste material.

\$250 per incident

(cc) Failure to report recycling activity monthly in the format determined by the Contractor, for the purpose of tracking and verifying City wide recycling activity.

\$100 per incident

(dd) Failure to have the required number of functioning "clam" trucks available to the City on scheduled route days.

\$250 per day

Unsafe driving such as speeding, failure to stop at stop signs as witness by a field inspector, city personnel or actual documented account by a city resident or business owner etc.

\$100.00 per incident

Failure to have the required equipment on board of each collection vehicles such as rakes, brooms, shovels, spill kit and reflective safety triangles and reflective vest. The collection crews must wear reflective vest.

\$100.00 per incident

Failure to tag any type of waste not collected with the reasons why collection was not made and copy the city on each tag daily. Tags must have the address and date of the tag for it to be considered a valid tag. This is an alternative assessment to an administrative charge for failure to collect waste.

\$100.00 per incident

Failure to collect tagged bulky waste within 24 hours of tagging or scheduled with the city.

\$100.00 per incident

Failure to close out a case within the tracking system without a stated resolution.

\$100.00 per incident

Failure to close out a case within the tracking system within 24 hours of resolution.

\$125.00 per incident

Closing out case in the tracking system prior to prior to providing the actual service.

\$125.00 per incident

Failure to provide two (2) men, 1 driver and 1 helper on all front load collection vehicles providing collection services within the City at all times.

\$250 per day

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the City Manager by the Contractor. The decision of the City Manager shall be final.

This provision shall not limit other claims of the City arising against the Contractor under the terms of this Agreement.

SECTION 15 - CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash.

SECTION 16 - AMENDMENTS

The City shall have the right to amend this contract from time to time as necessary to comply with federal, state and local laws and regulations or for any reason as determined by the City Commission and agreed to by the Contractor. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended contract. Amendments which are consistent with the purposes of this contract may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances.

SECTION 17 - NOTICES

Notices for purposes of the Contractor as called for under this agreement should be forwarded to:

Erik Sankey, Regional Vice President

3705 St. Johns Parkway
Sanford, FL 32771

Notices to the City should be forwarded to the;

City Manager
The City of Daytona Beach Shores
2990 South Atlantic Ave.
Daytona Beach Shores, Florida 32118

SECTION 18 ASSIGNMENT AND CHANGE OF **CONTROL**

A. Assignment, Changes in Ownership and Subletting of Contract

(1) Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such transfer or assignment, or subjecting the CITY to liability of any kind to any subcontractor. Assignment, Changes of ownership or subletting of contract shall be a direct or indirect, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty five percent (25%) or more at one time of the ownership or controlling interest of Contractor, or fifty percent (50%) cumulatively over the term of the Agreement of such interest to a corporation, partnership, trust, or association, or person or group of persons acting in concert or a change in control. Transfer shall to include any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this agreement. Moreover, transfer shall not mean a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor's management personnel. Within the term of this contract and any subsequent renewals if an assignment or transfer of this contract is granted by the City, the Contractor will pay the City an assignment/transfer fee for the first assignment/ transfer in the amount of twenty five thousand dollars (\$25,000.00) for a second and all subsequent

assignment/ transfers the Contractor will pay the City fifty thousand dollars (\$50,000.00) upon such consent for said assignment or transfer.

- (2) The foregoing notwithstanding, in the event of any strike, lockout, labor trouble or dispute involving the Contractor under this Contract shall continue, the City agrees to fully cooperate with the Contractor in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event will the transfer under this provision exceed ninety (90) days.
- (3) No assignment or subcontract shall, under any circumstances, relieve the CONTRACTOR of the liabilities and obligations under this Contract, and despite any such assignment, the CITY shall deal through the CONTRACTOR. Subcontractors shall be dealt with as employees and representatives of the CONTRACTOR and, as such will be subject to the same requirements as to character and competence as are other employees of the CONTRACTOR.

SECTION 19 - SEVERABILITY

If any article or section of this agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 20 - GOVERNING LAW

The laws of the State of Florida shall govern this contract and the venue for any litigation arising out of the contract shall be in Volusia County, Florida.

SECTION 21 - ATTORNEY FEES

In the event of litigation arising out of or interpreting the terms and conditions of this contract, each party shall bear its own attorney's fees and costs.

SECTION 22 - ANNUAL PUBLICATION

The Contractor shall annually file with the City on the Contract anniversary date a communication plan for the upcoming year of when, how and what the Contractor shall distribute to the residential units to notify of promotional, public relations and educational materials required by the Contract with the City.

SECTION 23 - FUNDING OF NEWSLETTER

The Contractor shall fund the cost of the City's newsletter (now known as the "Pelican") for the term of the Contract. Cost not to exceed one thousand six hundred fifty dollars (\$1,650.00) monthly. Update amount annually based upon CPI increase with monthly deductions of from payments due the Contractor for services rendered under this Contract.

SECTION 24 - EFFECT OF AMENDMENT/EFFECT OF PRIOR ACTIONS

This Agreement shall take effect upon full execution hereof by the City and the Contractor. This Agreement amends and restates the Original Agreement and supercedes and replaces the Original Agreement and the First Amendment in their entirety. The City and the Contractor ratify all actions taken and undertaken in accordance with their performance under the Contract, and the Contractor agrees, affirms and acknowledges that the City is not in, nor has it been, in any form of breach of any nature whatsoever at any time during the course of the Contract.

IN WITNESS WHEREOF, the Contractor and the City have caused this Amended and Restated Contract to be executed the day and year hereinafter and through their duly authorized corporate officers and public officer having the full and complete authority to execute same.

Waste Pro Of Florida, Inc.

By: _____

John J. Jennings
Chief Executive Officer

Date: _____

Witness #1

Robert J Hyres
Executive Vice President

Witness #2

Erik Sankey
Regional Vice President

Attest:

City of Daytona Beach Shores

Nancy Miller
Mayor

Date: _____

Cheri Schwab
City Clerk

Michael Fowler
Interim City Manager

Approved as to form and
legality:

Becky Vose
City Attorney

EXHIBIT A

DAYTONA BEACH SHORES PRICING MATRIX

		1X	2X	3X	4X	5X	6X	XPU
PRICES TO CITY CUSTOMERS								
FRONTLOAD SERVICES								
2 yd - 2F1, 2F2, 2F3, 2F4, 2F5, 2F6	Collection	73.84	147.69	221.54	295.39	369.23	443.08	39.79
	Fuel	2.16	4.32	6.47	8.63	10.79	12.95	1.16
	Disposal	17.83	35.66	53.49	71.31	89.14	106.97	9.61
	Total	93.83	187.67	281.5	375.33	469.16	563	50.56
3 yd - 3F1, 3F2, 3F3, 3F4, 3F5, 3F6	Collection	110.76	221.53	332.29	443.06	553.82	664.59	59.69
	Fuel	3.24	6.47	9.71	12.95	16.19	19.42	1.74
	Disposal	26.74	53.48	80.22	106.96	133.71	160.45	14.41
	Total	140.74	281.48	422.22	562.97	703.72	844.46	75.84
4 yd - 4F1, 4F2, 4F3, 4F4, 4F5, 4F6	Collection	147.69	295.4	443.09	590.77	738.48	886.17	79.59
	Fuel	4.32	8.63	12.95	17.27	21.58	25.9	2.33
	Disposal	35.66	71.31	106.97	142.63	178.29	213.94	19.21
	Total	187.67	375.34	563.01	750.67	938.35	1126.01	101.13
6 yd - 6F1, 6F2, 6F3, 6F4, 6F5, 6F6	Collection	221.54	443.08	664.62	886.15	1107.69	1329.22	119.38
	Fuel	6.47	12.95	19.42	25.9	32.37	38.85	3.49
	Disposal	53.48	106.97	160.45	213.94	267.42	320.91	28.82
	Total	281.49	563	844.49	1125.99	1407.48	1688.98	151.69
8 yd - 8F1, 8F2, 8F3, 8F4, 8F5, 8F6	Collection	295.38	590.77	886.14	1181.52	1476.9	1772.29	159.17
	Fuel	8.63	17.26	25.9	34.53	43.16	51.79	4.65
	Disposal	71.31	142.62	213.93	285.25	356.56	427.87	38.43
	Total	375.32	750.65	1125.97	1501.3	1876.62	2251.95	202.25
REARLOAD SERVICES								
2 yd - 2R1, 2R2, 2R3, 2R4, 2R5, 2R6	Collection	73.84	147.69	221.54	295.39	369.23	443.08	39.79
	Fuel	2.16	4.32	6.47	8.63	10.79	12.95	1.16
	Disposal	17.83	35.66	53.49	71.31	89.14	106.97	9.61
	Total	93.83	187.67	281.5	375.33	469.16	563	50.56
3 yd - 3R1, 3R2, 3R3, 3R4, 3R5, 3R6	Collection	110.76	221.53	332.29	443.06	553.82	664.59	59.69
	Fuel	3.24	6.47	9.71	12.95	16.19	19.42	1.74
	Disposal	26.74	53.48	80.22	106.96	133.71	160.45	14.41
	Total	140.74	281.48	422.22	562.97	703.72	844.46	75.84
4 yd - 4R1, 4R2, 4R3, 4R4, 4R5, 4R6	Collection	147.69	295.4	443.09	590.77	738.48	886.17	79.59
	Fuel	4.32	8.63	12.95	17.27	21.58	25.9	2.33
	Disposal	35.66	71.31	106.97	142.63	178.29	213.94	19.21
	Total	187.67	375.34	563.01	750.67	938.35	1126.01	101.13
6 yd - 6R1, 6R2, 6R3, 6R4, 6R5, 6R6	Collection	221.54	443.08	664.62	886.15	1107.69	1329.22	119.38
	Fuel	6.47	12.95	19.42	25.9	32.37	38.85	3.49
	Disposal	53.48	106.97	160.45	213.94	267.42	320.91	28.82
	Total	281.49	563	844.49	1125.99	1407.48	1688.98	151.69
8 yd - 8R1, 8R2, 8R3, 8R4, 8R5, 8R6	Collection	295.38	590.77	886.14	1181.52	1476.9	1772.29	159.17
	Fuel	8.63	17.26	25.9	34.53	43.16	51.79	4.65
	Disposal	71.31	142.62	213.93	285.25	356.56	427.87	38.43
	Total	375.32	750.65	1125.97	1501.3	1876.62	2251.95	202.25

COMPACTED - FRONTLOAD SERVICES							
2 yd - 2CF1, 2CF2, 2CF3, 2CF4, 2CF5, 2	Collection	75.69	151.4	227.09	302.78	378.48	53.56
	Fuel	2.34	4.67	7.01	9.35	11.68	1.65
	Disposal	77.72	155.44	233.16	310.89	388.61	54.99
	Total	155.75	311.51	467.26	623.02	778.77	110.2
3 yd - 3CF1, 3CF2, 3CF3, 3CF4, 3CF5, 3	Collection	113.55	227.09	340.64	454.18	567.73	80.34
	Fuel	3.5	7.01	10.51	14.02	17.52	2.48
	Disposal	116.58	233.16	349.75	466.33	582.91	82.48
	Total	233.63	467.26	700.9	934.53	1168.16	165.3
4 yd - 4CF1, 4CF2, 4CF3, 4CF4, 4CF5, 4	Collection	151.41	302.8	454.21	605.62	757.03	107.12
	Fuel	4.67	9.35	14.02	18.69	23.36	3.31
	Disposal	155.45	310.91	466.36	621.82	777.27	109.98
	Total	311.53	623.06	934.59	1246.13	1557.66	220.41
6 yd - 6CF1, 6CF2, 6CF3, 6CF4, 6CF5, 6	Collection	227.1	454.2	681.3	908.4	1135.5	160.68
	Fuel	7.01	14.02	21.03	28.04	35.05	4.96
	Disposal	233.18	466.35	699.53	932.7	1165.88	164.97
	Total	467.29	934.57	1401.86	1869.14	2336.43	330.61
8 yd - 8CF1, 8CF2, 8CF3, 8CF4, 8CF5, 8	Collection	302.79	605.6	908.39	1211.19	1513.99	214.23
	Fuel	9.35	18.69	28.04	37.38	46.73	6.61
	Disposal	310.9	621.79	932.69	1243.59	1554.48	219.96
	Total	623.04	1246.08	1869.12	2492.16	3115.2	440.8

COMPACTED - REARLOAD SERVICES							
2 yd - 2CR1, 2CR2, 2CR3, 2CR4, 2CR5, 2	Collection	75.69	151.4	227.09	302.78	378.48	53.56
	Fuel	2.34	4.67	7.01	9.35	11.68	1.65
	Disposal	77.72	155.44	233.16	310.89	388.61	54.99
	Total	155.75	311.51	467.26	623.02	778.77	110.2
3 yd - 3CR1, 3CR2, 3CR3, 3CR4, 3CR5, 3	Collection	113.55	227.09	340.64	454.18	567.73	80.34
	Fuel	3.5	7.01	10.51	14.02	17.52	2.48
	Disposal	116.58	233.16	349.75	466.33	582.91	82.48
	Total	233.63	467.26	700.9	934.53	1168.16	165.3
4 yd - 4CR1, 4CR2, 4CR3, 4CR4, 4CR5, 4	Collection	151.41	302.8	454.21	605.62	757.03	107.12
	Fuel	4.67	9.35	14.02	18.69	23.36	3.31
	Disposal	155.45	310.91	466.36	621.82	777.27	109.98
	Total	311.53	623.06	934.59	1246.13	1557.66	220.41
6 yd - 6CR1, 6CR2, 6CR3, 6CR4, 6CR5, 6	Collection	227.1	454.2	681.3	908.4	1135.5	160.68
	Fuel	7.01	14.02	21.03	28.04	35.05	4.96
	Disposal	233.18	466.35	699.53	932.7	1165.88	164.97
	Total	467.29	934.57	1401.86	1869.14	2336.43	330.61
8 yd - 8CR1, 8CR2, 8CR3, 8CR4, 8CR5, 8	Collection	302.79	605.6	908.39	1211.19	1513.99	214.23
	Fuel	9.35	18.69	28.04	37.38	46.73	6.61
	Disposal	310.9	621.79	932.69	1243.59	1554.48	219.96
	Total	623.04	1246.08	1869.12	2492.16	3115.2	440.8

Single Family Residential - Garbage/Yard Waste Collection

Collection	16.7
Fuel	1.19
Disposal	5.4
Total	23.29

Single Family Resident - Recycling Collection

Collection	2.91
Fuel	0.92
Disposal	0
Total	3.83

Commercial toter collection (1 toter x 2 wkly collection)

Collection	36.37
Fuel	2.1
Disposal	5.25
Total	43.72

Commercial Hand Pickup

Collection	31.88
Fuel	2.08
Disposal	5.25
Total	39.21

Multi-family Centralized Recycling Rate monthly per unit

Collection	1.51
Fuel	0.14
Disposal	0
Total	1.65

Roll-Off Compactor Pull Rate

Collection	281.63
Fuel	34.81
Disposal	0
Total	316.44

Special Collections bulk and yard waste services - \$30 per cubic yard

WASTE PRO INVOICE TO CITY								
FRONTLOAD SERVICES								
2 yd - 2F1, 2F2, 2F3, 2F4, 2F5, 2F6	Collection	62.78	125.54	188.32	251.07	313.85	376.62	33.82
	Fuel	1.83	3.67	5.5	7.34	9.17	11.01	0.99
	Disposal	15.15	30.31	45.46	60.62	75.77	90.92	8.17
	Total	79.76	159.52	239.28	319.03	398.79	478.55	42.98
3 yd - 3F1, 3F2, 3F3, 3F4, 3F5, 3F6	Collection	94.15	188.3	282.45	376.59	470.75	564.9	50.73
	Fuel	2.75	5.5	8.25	11.01	13.76	16.51	1.48
	Disposal	22.73	45.46	68.19	90.92	113.65	136.38	12.25
	Total	119.63	239.26	358.89	478.52	598.16	717.79	64.46
4 yd - 4F1, 4F2, 4F3, 4F4, 4F5, 4F6	Collection	125.54	251.08	376.62	502.16	627.72	753.25	67.65
	Fuel	3.67	7.34	11.01	14.68	18.34	22.01	1.98
	Disposal	30.31	60.62	90.93	121.23	151.54	181.85	16.33
	Total	159.52	319.04	478.56	638.07	797.6	957.11	85.96
6 yd - 6F1, 6F2, 6F3, 6F4, 6F5, 6F6	Collection	188.31	376.62	564.92	753.23	941.53	1129.84	101.47
	Fuel	5.5	11.01	16.51	22.01	27.52	33.02	2.97
	Disposal	45.46	90.92	136.39	181.85	227.31	272.77	24.5
	Total	239.27	478.55	717.82	957.09	1196.36	1435.63	128.94
8 yd - 8F1, 8F2, 8F3, 8F4, 8F5, 8F6	Collection	251.07	502.14	753.22	1004.3	1255.37	1506.44	135.3
	Fuel	7.34	14.68	22.01	29.35	36.69	44.03	3.95
	Disposal	60.61	121.23	181.84	242.46	303.07	363.69	32.66
	Total	319.02	638.05	957.07	1276.11	1595.13	1914.16	171.91
REARLOAD SERVICES								
2 yd - 2R1, 2R2, 2R3, 2R4, 2R5, 2R6	Collection	62.78	125.54	188.32	251.07	313.85	376.62	33.82
	Fuel	1.83	3.67	5.5	7.34	9.17	11.01	0.99
	Disposal	15.15	30.31	45.46	60.62	75.77	90.92	8.17
	Total	79.76	159.52	239.28	319.03	398.79	478.55	42.98
3 yd - 3R1, 3R2, 3R3, 3R4, 3R5, 3R6	Collection	94.15	188.3	282.45	376.59	470.75	564.9	50.73
	Fuel	2.75	5.5	8.25	11.01	13.76	16.51	1.48
	Disposal	22.73	45.46	68.19	90.92	113.65	136.38	12.25
	Total	119.63	239.26	358.89	478.52	598.16	717.79	64.46
4 yd - 4R1, 4R2, 4R3, 4R4, 4R5, 4R6	Collection	125.54	251.08	376.62	502.16	627.72	753.25	67.65
	Fuel	3.67	7.34	11.01	14.68	18.34	22.01	1.98
	Disposal	30.31	60.62	90.93	121.23	151.54	181.85	16.33
	Total	159.52	319.04	478.56	638.07	797.6	957.11	85.96
6 yd - 6R1, 6R2, 6R3, 6R4, 6R5, 6R6	Collection	188.31	376.62	564.92	753.23	941.53	1129.84	101.47
	Fuel	5.5	11.01	16.51	22.01	27.52	33.02	2.97
	Disposal	45.46	90.92	136.39	181.85	227.31	272.77	24.5
	Total	239.27	478.55	717.82	957.09	1196.36	1435.63	128.94
8 yd - 8R1, 8R2, 8R3, 8R4, 8R5, 8R6	Collection	251.07	502.14	753.22	1004.3	1255.37	1506.44	135.3
	Fuel	7.34	14.68	22.01	29.35	36.69	44.03	3.95
	Disposal	60.61	121.23	181.84	242.46	303.07	363.69	32.66
	Total	319.02	638.05	957.07	1276.11	1595.13	1914.16	171.91

COMPACTED - FRONTLOAD SERVICES							
2 yd - 2CF1, 2CF2, 2CF3, 2CF4, 2CF5, 2	Collection	64.34	128.68	193.02	257.37	321.71	45.52
	Fuel	1.99	3.97	5.96	7.94	9.93	1.41
	Disposal	66.06	132.13	198.19	264.26	330.31	46.74
	Total	132.39	264.78	397.17	529.57	661.95	93.67
3 yd - 3CF1, 3CF2, 3CF3, 3CF4, 3CF5, 3	Collection	96.51	193.02	289.54	386.05	482.57	68.29
	Fuel	2.98	5.96	8.94	11.92	14.89	2.11
	Disposal	99.1	198.19	297.29	396.38	495.48	70.11
	Total	198.59	397.17	595.77	794.35	992.94	140.51
4 yd - 4CF1, 4CF2, 4CF3, 4CF4, 4CF5, 4	Collection	128.69	257.39	386.07	514.77	643.47	91.05
	Fuel	3.97	7.94	11.92	15.89	19.86	2.81
	Disposal	132.14	264.27	396.41	528.55	660.68	93.49
	Total	264.8	529.6	794.4	1059.21	1324.01	187.35
6 yd - 6CF1, 6CF2, 6CF3, 6CF4, 6CF5, 6	Collection	193.04	386.06	579.11	772.14	965.18	136.57
	Fuel	5.96	11.92	17.87	23.83	29.79	4.22
	Disposal	198.2	396.4	594.6	792.8	991	140.23
	Total	397.2	794.38	1191.58	1588.77	1985.97	281.02
8 yd - 8CF1, 8CF2, 8CF3, 8CF4, 8CF5, 8	Collection	257.38	514.75	772.13	1029.51	1286.89	182.09
	Fuel	7.94	15.89	23.83	31.78	39.72	5.62
	Disposal	264.26	528.53	792.79	1057.05	1321.31	186.97
	Total	529.58	1059.17	1588.75	2118.34	2647.92	374.68
COMPACTED - REARLOAD SERVICES							
2 yd - 2CR1, 2CR2, 2CR3, 2CR4, 2CR5, 2	Collection	64.34	128.68	193.02	257.37	321.71	45.52
	Fuel	1.99	3.97	5.96	7.94	9.93	1.41
	Disposal	66.06	132.13	198.19	264.26	330.31	46.74
	Total	132.39	264.78	397.17	529.57	661.95	93.67
3 yd - 3CR1, 3CR2, 3CR3, 3CR4, 3CR5, 3	Collection	96.51	193.02	289.54	386.05	482.57	68.29
	Fuel	2.98	5.96	8.94	11.92	14.89	2.11
	Disposal	99.1	198.19	297.29	396.38	495.48	70.11
	Total	198.59	397.17	595.77	794.35	992.94	140.51
4 yd - 4CR1, 4CR2, 4CR3, 4CR4, 4CR5, 4	Collection	128.69	257.39	386.07	514.77	643.47	91.05
	Fuel	3.97	7.94	11.92	15.89	19.86	2.81
	Disposal	132.14	264.27	396.41	528.55	660.68	93.49
	Total	264.8	529.6	794.4	1059.21	1324.01	187.35
6 yd - 6CR1, 6CR2, 6CR3, 6CR4, 6CR5, 6	Collection	193.04	386.06	579.11	772.14	965.18	136.57
	Fuel	5.96	11.92	17.87	23.83	29.79	4.22
	Disposal	198.2	396.4	594.6	792.8	991	140.23
	Total	397.2	794.38	1191.58	1588.77	1985.97	281.02
8 yd - 8CR1, 8CR2, 8CR3, 8CR4, 8CR5, 8	Collection	257.38	514.75	772.13	1029.51	1286.89	182.09
	Fuel	7.94	15.89	23.83	31.78	39.72	5.62
	Disposal	264.26	528.53	792.79	1057.05	1321.31	186.97
	Total	529.58	1059.17	1588.75	2118.34	2647.92	374.68

Single Family Residential - Garbage/Yard Waste Collection

Collection	14.2
Fuel	1.01
Disposal	4.59
Total	19.8

Single Family Resident - Recycling Collection

Collection	2.48
Fuel	0.78
Disposal	0
Total	3.26

Commercial toter collection (1 toter x 2 wkly collection)

Collection	30.92
Fuel	1.78
Disposal	4.46
Total	37.16

Commercial Hand Pickup

Collection	27.09
Fuel	1.77
Disposal	4.47
Total	33.33

Multi-family Centralized Recycling Rate monthly per unit

Collection	1.28
Fuel	0.12
Disposal	0
Total	1.4

Roll-Off Compactor Pull Rate

Collection	239.38
Fuel	29.59
Disposal	0
Total	268.97

Special Collections bulk and yard waste services - \$25.50 per cubic yard

PART II - CODE OF ORDINANCES
Chapter 12 GARBAGE COLLECTION, SOLID WASTE DISPOSAL AND RECYCLING

Chapter 12 GARBAGE COLLECTION, SOLID WASTE DISPOSAL AND RECYCLING¹

Sec. 12-1. Legislative findings and intent.

- (a) The city commission of the City of Daytona Beach Shores hereby adopts and incorporates into this chapter the city staff report and city commission agenda memorandum relating this chapter together with the recitals (whereas clauses) appurtenant to this chapter.
- (b) It is the intent of the city commission of the City of Daytona Beach Shores to require all persons within the corporate boundaries of the city to have their solid waste and recyclables collected, transported and disposed of in a proper, sanitary and efficient manner; to make available to all persons a sanitary and efficient means of having their solid waste and recyclables collected, transported and disposed of; to eliminate illegal dumping; to provide an effective method of paying the costs for the services rendered; and to promote the health, safety and welfare of the citizens of the general public and the city.
- (c) It is further the intent of the city commission that the collecting, transporting and disposal of solid waste and recyclables shall be accomplished only by those persons or entities authorized by the city by means of a franchise agreement and that such disposal shall be accomplished only at city-approved solid waste facilities.
- (d) In order to protect the quality of air, water, soil, and other natural resources of the city, as well as the health, safety, and welfare of its citizens, the city commission declares that certain solid waste and recycling activities and facilities must be regulated. The city commission finds that improper disposal and management of solid waste and recyclables results in or contributes to air and water pollution, land blight and nuisance conditions. It is the intent of the city commission to require that certain solid waste and recycling activities and facilities be managed and regulated to eliminate deleterious effects upon the quality of air, water, soil and human health. It is also the intent of the city commission to encourage recycling and the recovery of resources that have a potential for further use in order to conserve resources and advance the economic use and reuse of materials. The city commission recognizes the controlling provisions of certain federal and state law relating to solid waste and recyclables. The city commission also recognizes that other federal, state, regional and local agencies may have adopted rules for the regulation or management of solid waste and recycling. Matters cognizable by other controlling laws and agencies may include, but are not limited to, the generation, flow, transportation, control, collection, storage, removal, abandonment and unauthorized dumping of solid waste and litter within the city, and such matters are administered by the applicable

¹Editor's note(s)—Section 19 of Ord. No. 2009-07, adopted June 9, 2009, repealed §§ 12-1—12-9, and §§ 1—18 enacted similar provisions to read as herein now codified. Former §§ 12-1—12-9 derived from Ord. No. 60-18, adopted July 13, 1960; Ord. No. 65-2, adopted July 13, 1965, Ord. No. 85-55, adopted Sept. 25, 1985; and Ord. No. 90-26, adopted Oct. 24, 1990, all as furthered amended, the complete history of which can be found in the Code Comparative Table located near the end of this volume.

Cross reference(s)—Burning of trash, § 11-2; health and sanitation, ch. 13; littering, § 13-1 et seq.; nuisances, § 16-12 et seq.; concurrency management system, app. G, ch. 3; environmental protection, app. G, ch. 11.

State law reference(s)—Florida litter law, F.S. § 403.413; resource recovery and management, F.S. § 403.702 et seq.

governing body or entity. This chapter regulates solid waste management and recycling activities and facilities within the city.

- (e) It is not the intent of this chapter to in any way deviate from the provisions of F.S. § 403.7046, relating to recovered materials.
- (f) Chapters 62-701 (solid waste management), 62-709 (compost), 62-710 (used oil), 62-711 (waste tires), and 62-712 (biological wastes), Florida Administrative Code, are adopted and incorporated into this chapter by reference.
- (g) This chapter applies to all persons operating or maintaining facilities or conducting activities within the geographic boundaries of the city which recover, dispose, recycle, process, or store solid waste or recyclables.
- (h) The provisions of this chapter shall not apply to solid waste or recyclables collection services performed directly by the city or, if a contract or contracts with the city exist(s) as to such services, to the extent that a contract is inconsistent with this chapter.
- (i) The city commission may amend the charges and fees set forth in this chapter by adoption of resolutions from time to time.
- (j) Reserved.
- (k) Nothing contained in this chapter shall be construed or interpreted to include the city in the definition of "agency" contained in F.S. § 120.52, or to otherwise subject the city to the application of the Florida Administrative Procedures Act, F.S. ch. 120.
- (l) The provisions of this chapter shall not apply to refuse collection services performed by the city in the scope of providing emergency services.

(Ord. No. 2009-07, § 1, 6-9-09)

Sec. 12-2. Definitions; authority to promulgate rules.

- (a) The definitions set forth in any franchise agreement and the definitions of governmental agencies with primary and controlling jurisdiction over solid waste and recyclable matters shall prevail in the event of a conflict with the definitions set forth herein.
- (b) The rules of construction set forth in section 1-2 of the Code of Ordinances of the City of Daytona Beach Shores shall be applicable to the provisions of this chapter.
- (c) The definitions set forth in Rule 62-701.200, Florida Administrative Code, and the provisions of the Florida Statutes being implemented by that Rule apply to the provisions of this chapter and are attached to this chapter and are hereby incorporated herein by this reference. *Enactment note:* The Code codified is hereby authorized and directed to codify the definitions set forth in the referenced state administrative rules.
- (d) Other than as set forth in this section, for the purpose of this chapter (and the rules that may be adopted administratively implementing this chapter) [*Enactment note:* The rules that may be adopted implementing the provisions of this ordinance [chapter] shall utilize the definitions set forth in this ordinance [chapter].], the following definitions shall apply unless the context clearly indicates or requires a different meaning and regardless of whether the term is capitalized or not in its use:

Approved container. A container approved by the city for the temporary reception and storage of refuse pending transportation to a permanent disposal site.

Bags. Nondissolvable plastic bags designed to store and enclose garbage or yard waste with sufficient wall strength to maintain physical integrity when lifted by the top.

Bulk waste. All accumulations of yard waste or junk that requires additional handling, but which does not require more than two persons to lift including, but not limited to, white goods, furniture, television sets, small lawn equipment, grills, bicycles, (excluding motorized vehicles and motors such as, but not limited to, cars, trucks, motorcycles and boat motors), large discarded items generated from residences and commercial businesses within the city, such as pallets, furniture, refrigerators, stoves, and other household appliances, or similar items not having a reasonably useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

Casters. Four wheels attached to the underside of a container so that it may be rolled.

City. The City of Daytona Beach Shores, Florida, a municipal corporation, acting through the city commission or city manager, or official designated by the city manager as the case may be.

Collection. The process whereby residential and commercial solid waste, yard waste, bulk waste, construction and demolition debris or recyclables are removed from the location where it is generated and transported to a city approved Florida Department of Environmental Protection permitted disposal facility or material recovery facility, as appropriate.

Commercial establishment. Any public or private place, building or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature except where such place, building and/or enterprise constitutes a single-family residence or multiple dwelling. Multiple dwellings being serviced by commercial containers or which could be serviced in the future shall be considered as "commercial establishments."

Commercial recycling collection. Collection, transportation, and recovery of recyclable materials by a contractor from participating commercial units in the recycling service area. This contract does not include commercial recycling which will be accomplished on an open market basis per existing city, county and state ordinances.

Commercial solid waste. Rubbish and trash, combustibles (such as paper, wood, yard trimmings), noncombustibles (such as metal, glass, stone, dirt, garbage, bulk waste, trash or yard waste) that is not residential solid waste including, but not limited to, the garbage, bulk waste, trash and yard waste generated by or at commercial units, any and all accumulations of paper, rags, excelsior, wooden pallets, paper or cardboard boxes, or containers of sweepings, and any other accumulations not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage. Commercial trash shall also include all trash placed in public receptacles, on public streets, in parks and playgrounds, and in other public places.

Commercial unit. A structure or building that is neither a single-family residential unit nor a multifamily residential unit.

Commercial container. Any front-load, roll-off, compactor or cart that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

Contractor generated waste. Bulk trash or bulk yard trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

Construction and demolition debris. Discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be

classified as other than construction and demolition debris. The term also includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project. Except as provided in F.S. § 403.707, unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste. De minimis amounts of nonhazardous wastes that are generated at construction or destruction projects may be included provided such amounts are consistent with best management practices of the industry.

Curbside collection point. That area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street or roadway and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch.

Customer. A person in the corporate limits of the city obtaining residential or commercial collection service from a franchisee.

Designated disposal facility. The disposal facility(ies) designated by the city for receiving solid waste, recyclables, yard waste, white goods, and bulk waste or construction and demolition debris in accordance with a franchise agreement.

Designated recycling facility. The materials recovery facility(ies) designated by the city for recovery of recyclables.

Disposal charges. The prevailing rates charged for disposal or processing of items at designated facilities.

Dry run. The franchisee's making a trip to a customer's site to pull a roll-off container or commercial front load dumpster, but not pulling it due to it being blocked, overloaded or other reasons beyond the franchisee's control and not the franchisee's fault.

Exempt waste. Biohazardous or biomedical waste, hazardous waste, sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission and those other materials whose size, weight, or both are in excess of that allowed for bulk waste as defined herein.

Extra pickup. Emptying a customer's container on more than its normal sequencing occurring when a customer's waste generation requirements exceed scheduled service.

Franchise agreement. The contractual agreement between the city and a franchisee containing, but not limited to, the following terms and conditions: a description of the service area; name of the person to perform commercial and residential collection, transport and disposal services in the service area; the term of the contract; the consideration to be paid for such contract, the method of payment, the services to be furnished, performance bond and the conditions thereof, insurance provisions, responsibilities and obligations of the parties thereto performance under which is subject to such rules and regulations promulgated by the city governing performance as are deemed necessary to implement the provisions of this chapter.

Franchise fee. The amount of money which the franchisee shall be obligated to pay to the city for exclusive contract rights as defined in this chapter and the franchise agreement. The franchise fee shall not be separately listed on any invoices.

Franchisee. The person who or which is awarded a franchise for solid waste or recyclables collection services by the city to perform the work or services, or to furnish materials or equipment by performing collection, transport and disposal services under the provisions of a franchise agreement and this chapter.

Front load container. A large metal or plastic box for commercial solid waste or recyclables, usually of the two-cubic-yard to eight-cubic-yard size, which is lifted by mechanical means which containers will normally have plastic lids.

Furniture. All accumulations of sofas, chairs, tables, mattresses, small televisions, DVD players and other similar domestic and commercial small appliances.

Garbage. All putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

Garbage can. Any commonly available light gauge steel, plastic or galvanized receptacle of a nonabsorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a tightly fitted top or lid and handle(s) and has a capacity not to exceed 40 gallons.

Garbage cart. Any commonly available light gauge steel, plastic or galvanized receptacle of a nonabsorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a tightly fitted top or lid and handle(s) and wheels, and has a capacity of at least 32 gallons but not to exceed 96 gallons.

Gross revenue. All revenues derived directly or indirectly by a franchisee, its affiliates, subsidiaries, parents, and any person in which a franchisee has a financial interest, exclusive of all taxes, from or in connection with the operation of a solid waste collection service under a franchise agreement awarded by the city with no deductions whatsoever.

Industrial waste collection container. A metal commercial container designed for mechanical pick-up by front end loading compaction trucks or roll-off, open-top containers or roll-off compactors. Industrial waste container shall be the same types that are used as multifamily and commercial collection containers.

Junk. All tangible items such as furniture, white goods, bicycles, or smaller property not having a reasonable useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

Lock. A master key type padlock furnished by the franchisee that is used in conjunction with a steel bar, chains, etc., to secure a container or its contents.

Multifamily and commercial solid waste, rubbish and refuse collection container. Any portable nonabsorbent, enclosed container with a close-fitting cover, or doors, approved by the Volusia County Health Department and the city, which is used to store large volumes of refuse. These include dumpsters, compactors, and permanent-use open-top roll-offs. Other type collection containers may qualify as this type container, from time to time by the city based upon a review of sound and generally accepted solid waste management and collection processes and procedures. Such a collection container must be capable of being serviced by mechanical equipment.

Multiple-family residence. A structure or building unit intended for or capable of being utilized for multiple-family residential living including, but not limited to, a duplex, apartment, condominium as defined in the Land Development Code.

Multiple-family unit. A structure or building unit intended for or capable of being utilized for single-family and multiple-family residential living as defined in the Land Development Code.

Noncollection notice. A form or tag used by the franchisee to notify customers of the reason(s) for noncollection of materials set out for collection by the customer for collection by the franchisee pursuant to the franchise agreement.

Noncombustible refuse. Metals, mineral matter, large quantities of glass or crockery, metal furniture, auto bodies and parts, washing machines, refrigerators and other similar materials usual to housekeeping or to the operation of stores and offices.

Nonexclusive franchisee. The person who/which holds a nonexclusive permit to collect, transport and process recyclables.

Owner. The person designated on the real property tax roll maintained by the Volusia County Property Appraiser for each parcel of improved real property.

Pathological waste. Tissues, organs, animal bodies, body excretions, used bandages, medicines, drugs, hypodermic syringes or solid organic wastes from hospitals, laboratories, clinics, physicians' and dentists' offices, animal hospitals or similar sources.

Pathological waste container. A disposable, waterproof container or bag, securely closed, not torn or ruptured. Such disposable container or bag shall be placed within an approved container.

Person. Any person or entity of whatsoever type or nature.

Recyclables. Recyclable materials, meaning those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste, including newspapers, all colors of glass bottles/jars and plastic containers coded 1, 2, at the bottom, which previously held liquid (no automotive, food or toxic chemical bottles), aluminum cans and such other materials as designated by resolution of the city commission.

Recycling bin. A rigid receptacle made of plastic or other suitable substance of no less than 14 gallons capacity.

Recycling containers. The receptacles purchased, leased and distributed or placed by or on behalf of the city to city residents and commercial locations for the intended use as receptacles of recyclables.

Refuse. Any combination of solid waste and rubbish.

Resident. A resident of a residential dwelling or unit designated by the city to receive residential services.

Residential and small commercial solid waste, rubbish or refuse receptacle. A container of not more than 40 or less than three gallons capacity and with weight not to exceed 50 pounds which shall be watertight and provided with a tight-fitting lid and which shall be free of jagged or sharp edges, shall not have any inside structures such as inside bands or reinforcing angles or anything within that shall prevent the free discharge of the contents and shall be of impervious material or a waterproof bag of not more than 40 or less than three gallons capacity and of not less than one mill in thickness, securely closed, not torn ruptured, and which is of a type approved by the city.

Residential solid waste. Solid waste originating from residential property occupied by four or fewer residential units less than one roof per parcel of land.

Residential unit. A structure or building unit intended for or capable of being utilized as a dwelling for residential living including, but not limited to, a home, duplex, apartment, condominium or mobile home as defined in the Land Development Code.

Roll-off container. A large metal or plastic box normally used for construction and demolition debris or other large amounts of solid waste and yard trash, usually of the 20-, 30- or 40-cubic-yard size, which are lifted by mechanical means which roll-offs may be either open top or enclosed compaction type.

Rubbish. Every accumulation of paper, excelsior, rags, wooden and paper boxes or containers, sweepings and all other accumulation of materials other than solid waste which are usual to housekeeping and to the operation of stores, offices and other business places, including bottles, cans and containers.

Service area. The city limits of the city.

Single-family residence. A single structure or building or mobile home intended for or capable of being utilized as a dwelling for single-family residential living.

Small commercial garbage. Garbage deriving from a commercial establishment not serviced by a multifamily or commercial container of two cubic yards or more.

Source separated. Recovered materials, which are separated from solid waste where the recovered materials and solid waste are generated. The separation of various types of recovered materials from each other is not required and de minimis solid waste, in accordance with industry standards and practices, may be included in the

recovered materials. Materials are conclusively deemed to not be source separated when such materials contain more than ten percent solid waste by volume or weight.

Surety. A party, approved by the city, who is bound with and for the franchisee to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the franchise agreement. Surety bonds shall be issued by a financial institution and in a form and amount satisfactory to the city after review by the city manager and city attorney.

Trash. Accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature including, but not limited to, broken toys, tools, equipment, and utensils.

Uncontrollable forces. Any event, which results in the prevention or delay of performance by a party of its obligation under the franchise agreement which performance is beyond the reasonable control and is not due to the fault, acts or omissions of the nonperforming party and includes, but is not limited to, fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage and other types of force majeure.

Yard waste receptacle. Every receptacle equivalent to those specified in this chapter for residential and commercial solid waste, rubbish or refuse can container or plastic bags having a capacity not in excess of 40 gallons and of sufficient physical strength to hold and contain their contents while being lifted and handled during collection.

- (e) The city manager shall have the power and authority to promulgate administrative rules and formulate incipient city policy in order to implement the provisions of this chapter. Said rules may include the imposition of administrative fees for appeals and similar actions not prescribed herein or by resolution adopted by the city commission. The city manager shall promulgate procedural rules providing for appeals of city staff decisions to the city manager and for appeal of city manager decisions to the city commission. Included in such staff decisions are decisions to suspend and terminate a franchisee. As part of the rules, the definitions set forth or adopted in this chapter shall apply; provided, however, that the city manager may issue determinations further clarifying the definitions or in order to implement the provisions of this chapter to which definitions apply. All rules and determinations by the city manager shall be filed with the city clerk and posted and published on the city's web page by the city.

(Ord. No. 2009-07, § 2, 6-9-09)

Sec. 12-3. City to provide for solid waste and recyclable services exclusively; mandatory service.

- (a) Solid waste and recyclables produced in the city shall be collected, transported and disposed of exclusively under the direction of the city pursuant to the terms and provisions of this chapter and such rules as the city shall prescribe for the removal, transportation and disposal of such solid waste and recyclables. The rates currently in effect, by contract, in the city shall continue to be charged until modified. The city's scope of authority relating to recovered materials is as set forth in F.S. § 403.7046, and other controlling law.
- (b) Solid waste and recyclables collection service is mandatory as to all properties located within the city regardless of whether using wheeled carts, dumpsters or roll off containers as methods of collection and disposal.

(Ord. No. 2009-07, § 3, 6-9-09)

Sec. 12-4. Franchises.

- (a) All solid waste generated and accumulated within the city limits of the city, by both residential and commercial properties, shall be collected and removed by a city franchisee except as otherwise specifically provided in this chapter.
- (b) All residential recyclables generated and accumulated within the corporate boundaries of the city shall be collected and removed by the franchisee as otherwise provided in this chapter. The city's scope of authority relating to recovered materials is as set forth in F.S. § 403.7046, and other controlling law.
- (c) No owner, occupant or other person having control of a property shall collect or remove, or cause to be removed any solid waste generated on such property except by utilizing the franchisee or as otherwise provided in this chapter.
- (d) No person may collect or transport solid waste or recyclables except as provided in this chapter.
- (e) This section applies to all persons except those utilizing their personal passenger cars, station wagons or pick-up trucks of one ton or less capacity to transport items from a residence owned by the person to a solid waste or recycling facility.

(Ord. No. 2009-07, § 4, 6-9-09)

Sec. 12-5. Franchise agreements.

- (a) The city may enter into an exclusive or nonexclusive franchise agreement or agreements with any person to provide for residential and/or commercial solid waste and recyclables collection services within the city except as may be proscribed by state law. Each franchise agreement shall contain such terms and conditions as prescribed and set forth in the procurement documents of the city and shall be awarded in accordance with the procedures of the city commission as may exist from time to time.
- (b) This chapter herein sets forth the conditions for the grant of exclusive or nonexclusive right, privilege and franchise to provide solid waste and recyclables collection services within the city.
- (c) Any franchise granted under the provisions of this chapter shall include the right to operate collection vehicles on the public streets of the city and to conduct a solid waste and recyclables collection business within the city.
- (d) This chapter grants no independent authority to operate a solid waste or recyclables collection services business to any person. Such a grant can only be made by the award of a city solid waste or recyclables franchise agreement to a specific franchisee who has complied with the provisions of this chapter.
- (e) If a franchisee has entered into a contract with the city to perform the services set forth herein, no other solid waste or recyclable collector shall be permitted by the city to provide solid waste or recyclables collection services within the city, except for services not covered under the franchise agreement. Franchise agreements may either be exclusive or nonexclusive based upon the nature of the procurement activity initiated by the city.
- (f) The franchisee shall maintain an insurance policy in place issued by a Florida licensed insurance company for public liability and property damage in the amounts as specified in the franchise agreement. The city shall be named as an additional insured and the policy shall provide that the city shall be provided at least 30 days' written notice prior to cancellation or modification. Throughout the duration of the franchise agreement, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise agreement.

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- (g) Persons or entities desiring residential and/or commercial solid waste and recyclables collection services franchises shall complete and submit to the city clerk an application form, together with an application fee in the amount of \$1,000.00. The form of the application shall be prescribed by the city manager. Upon receiving the completed application form and application fee, the city clerk shall submit the application to the city commission at a regularly scheduled meeting. The city commission may deny the application, or approve it with or without reasonable conditions. Thereafter, franchises are renewable annually. Annual franchise renewals shall be subject to approval by the city commission. The franchise renewal fee shall be \$1,000.00 or such other amount established in a franchise agreement with the city. The city commission may deny a renewal application, or approve it with or without conditions.
 - (h) Persons and entities holding a valid local business tax receipt issued in a timely manner in 2009 for the residential and/or commercial solid waste and recyclables collection services and otherwise lawfully conducting business shall be exempt from the requirement of residential and/or commercial solid waste and recyclables collection services franchise until October 1, 2010.

(Ord. No. 2009-07, § 5, 6-9-09; Ord. No. 2011-2, § 1, 3-8-11)

Sec. 12-6. Franchise fee and related financial matters.

- (a) The franchisee shall pay to the city a franchise fee. The amount of the franchise fee, the terms and conditions of payment of the franchise fee and the minimum guaranteed franchise fee shall be established at the time of the award of a franchise agreement. The franchise fee shall not be listed as a separate item on invoices. The books and records of the franchisee shall be subject to audit by the city upon not less than five days' demand by the city at all reasonable times within the city for the purpose of determining the amount of franchise fees due to the city. Said books shall not generally be audited more than two times per year or at a greater frequency except to the extent that said audits are deemed necessary by the city for the purpose of validating franchise fees due to the city or to ensure compliance with law.
- (b) Franchise fees may be adopted by city resolution and may be charged in accordance with the same or the provisions of the franchise agreement. Franchise fees may be a percentage of the gross revenue for one or more types of solid waste or recyclables collection whether or not service is provided under the franchise agreement. Franchise fees may also be established in the course of procurement activities of the city.
- (c) For any services required to be performed under a franchise agreement, the charges by the city to the recipients of the solid waste and recyclables collection services shall be as set forth by city resolution or in a franchise agreement resulting from the city's procurement activities.

(Ord. No. 2009-07, § 6, 6-9-09)

Sec. 12-7. Duties of franchisees.

- (a) The franchisee shall perform, at a minimum, the following:
 - (1) Collect and remove all properly contained or bundled solid waste and all special wastes generated by customers within the city requiring such services, except as otherwise provided in this chapter and pursuant to the terms and conditions of the franchise agreement.
 - (2) Carry out and perform all provisions of the franchise agreement.
 - (3) Allow city to conduct a financial audit performed by a certified public accountant in accordance with generally accepted accounting principles, whenever determined necessary by the city relative to the provisions of a franchise agreement.

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- (4) Provide access to the city, upon reasonable notice, full access to all records with respect to the franchise agreement.
 - (5) Allow the city to inspect any and all vehicles and equipment used.
 - (6) Devote sufficient personnel, time and attention to work required under a franchise agreement.
 - (7) Ensure that no person convicted of a crime involving illegal drugs, violence, or a weapon, or is a sex offender is employed to work within the city.
 - (8) Ensure that all employees are safe drivers with clean driving records, except for nonmoving offenses.
 - (9) Provide for a system of random drug and alcohol testing of employees and to provide a written policy instituting such activities to the city which policy shall be subject to the reasonable approval of the city.
 - (10) Comply with all applicable federal, state, county and city laws, rules, regulations and ordinances.
 - (11) Assist the city in complying with state law relative to recycling.
 - (12) Dispose of solid waste at a facility approved by the city.
 - (13) Operate only between the hours of 7:00 a.m. until 7:00 p.m. on Mondays through Saturdays and, absent approval by the city manager, not engage in any collection at any time on Sundays; provided, however, that when commercial containers are emptied by mechanical means, such activity may only occur after 8:00 a.m. and before 7:00 p.m. Mondays through Saturdays if the container is located within 150 feet of any residence.
 - (14) Not unduly interfere with vehicular or pedestrian traffic while conducting operations.
 - (15) Operate in a manner which does not cause a nuisance or undue noise.
- (b) It is prohibited and unlawful to violate the provisions of this section.
- (Ord. No. 2009-07, § 7, 6-9-09)

Sec. 12-8. Transferability.

- (a) No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the city manager.
- (b) Applications for a transfer must be in writing and provide the city manager with such information as he or she may determine to be reasonably necessary and each application shall be accompanied by an application fee in the amount of \$1,000.00 or such other amount established by resolution adopted by the city commission.

(Ord. No. 2009-07, § 8, 6-9-09; Ord. No. 2011-2, § 1, 3-8-11)

Sec. 12-9. Vehicles.

- (a) All solid waste and recyclables collection vehicles operating in the city shall be clearly marked with the name of the franchisee and the franchisee's telephone number.
- (b) All trucks, trailers, and other vehicles used to collect, transport and dispose of solid waste or recyclables in the city or to transport solid waste or recyclables over any public roadways in the city shall:
 - (1) Be constructed as watertight as possible to limit the escape of water or other fluids from the vehicle.

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- (2) Be fully enclosed or covered so as to prevent the escape of any solid waste or recyclables. The vehicles shall be packer-type vehicles and the cover may be net mesh not greater than one and one-half inches, tarpaulin or fully enclosed metal.
 - (3) Be washed thoroughly on the inside of the body and sanitized with an effective disinfectant and deodorant at least daily.
 - (4) Be washed thoroughly on the exterior of the body at least weekly.
 - (5) Comply with all local, regional, state and federal roadway weight limits.
 - (6) Comply with all local, regional, state and federal laws, rules and regulations applicable to such vehicles.

(Ord. No. 2009-07, § 9, 6-9-09)

Sec. 12-10. Solid waste storage facilities and enclosures, nonsingle-family.

- (a) All solid waste and recyclables storage facilities in all zoning districts, except single-family, shall be consistent with all land development regulations relating to the property on which located and shall be screened by the owner so as to completely conceal such facilities from the view of the general public and shall not be located on public right-of-way. Screening shall be six feet in height measure from the top of the pad or paved surface, if any, and shall conform to the aesthetics and architectural characteristics of the adjoining structure or structures. Upon request, the city may eliminate or partially eliminate the requirement for an enclosure if:
 - (1) The storage facilities are surrounded by adjoining structures on the same parcel of land; or
 - (2) The dumpster is located in the rear yard of the property, and is set back a minimum of 75 feet from all street right-of-way lines; or
 - (3) The property is located in a commercial or multifamily zoning district and the dumpster is located in the rear yard and is not visible from a public right-of-way;
 - (4) If the city manager determines that nonconforming property cannot reasonably comply with these requirements.
- (b) The screened enclosure, when located in the front yard or side yard on a corner lot and when detached from the principal structure, shall be landscaped to create a visual barrier on three sides. The landscaping shall have a height of four feet, low-maintenance, long-life vegetative and structural materials shall be used. All applicable fire, life safety and building codes shall be met. In addition, all dumpsters shall be disinfected in accordance with industry standards at least one time each week by the franchisee.
- (c) The doors and openings of each storage facility shall be closed except during loading and unloading. It is prohibited and unlawful to fail to keep storage facility doors and openings closed. Each storage facility shall have paved access 12 feet in width. The storage facility and enclosure, as a combined unit, shall be placed directly adjacent to the lane of travel to be used by the collection vehicle. For dumpster collection, the angle of the facility with the land shall allow for a straight-line maneuvering distance of 55 feet from the front of the screening. It is prohibited and unlawful to access the storage facility over a yard area without a paved access.
- (d) Each enclosure shall contain gates, except as otherwise authorized, of a like or compatible material. The gates for dumpster collection enclosures shall have a minimum width of the dumpster plus four feet and 90 degrees of swing with a gate-stop mechanism on each gate. The gates shall be closed except during the loading and unloading of the storage facilities. Failure to keep the gates closed as prescribed shall constitute a violation of this section.
- (e) It shall be the equal responsibility of the property owner and any business operator using the property to maintain the facilities in good order and in accordance with this chapter at all times. Commercial containers

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placed at the curb or edge of the roadway on the day of collection by the collection crews must be removed from the collection location and the sight of the public and placed in the container holding area before 7:00 p.m. on the day of collection and it is prohibited and unlawful to leave a container at the curb or edge or roadway at a time or in a manner inconsistent with this requirement.

(Ord. No. 2009-07, § 10, 6-9-09)

Sec. 12-11. Facilities at single-family properties.

- (a) The location of garbage and trash facilities and containers located at single-family residential properties, including duplexes, when not set out for the day of pickup, shall be shielded or sheltered by opaque objects or structures in such a manner that they are substantially screened from view from abutting streets; examples of "shielding" or "shelter" include, but are not limited to, bushes, fences, walls, trees, buildings, and enclosures. It is prohibited and unlawful to place such garbage and trash storage facilities and containers in the front or side yard abutting a street or in a public right-of-way earlier than 5:00 p.m. of the day before a scheduled collection day or leave containers adjacent to the street any later than 7:00 p.m. on the day the containers are emptied.
- (b) All residential solid waste and recyclables placed for collection shall be containerized so as to maintain sanitary conditions and facilitate handling. All garbage and trash cans or containers placed for collection shall be placed at ground level within five feet of the edge of the curb or right-of-way in areas most accessible and practicable to aid the garbage collection forces to expedite the loading and removal of the garbage or trash; provided, however, that if no curb exists, placement for collection shall be within ten feet of the edge of the pavement of the road. It is prohibited and unlawful to block or impede a sidewalk with a container or to obstruct a pathway that provides for compliance with the Americans with Disabilities Act.
- (c) All containers shall be the type that may be easily handled by the collection employees, but shall not exceed 50 gallons capacity except that specially designed wheeled carts with attached lids and a handle for ease of use shall not exceed 96 gallons capacity unless specially designed mechanical containers are used for collection.
- (d) With regard to vegetative debris and yard waste, items such as tree limbs, tree trunks, and palm fronds shall not be in lengths greater than five feet nor shall any such item exceed six inches in diameter. Furthermore, no individual item shall exceed a weight of 50 pounds.
- (e) Special pick-ups may be required and a service charge may be levied for such services.
- (f) Solid waste and recyclables shall be containerized so as to maintain sanitary conditions and facilitate handling.
- (g) Customers shall separate yard waste from household garbage or other solid waste.
- (h) All containers shall be removed from the curb or right-of-way and correctly stored by 9:00 p.m. of the day of collection.

(Ord. No. 2009-07, § 11, 6-9-09)

Sec. 12-12. Fees imposed for single-family and commercial collection service.

- (a) There is hereby imposed on all residential properties within the city a solid waste and recyclables collection fee at the rate established by resolution of the city commission.
- (b) Further, there is hereby imposed on all commercial properties within the city a solid waste and recyclables collection fee at the rate established by resolution of the city commission.

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- (c) Multifamily and mobile home complexes which are billed monthly garbage rates based on a single-family schedule for each unit within the complex shall be eligible to apply to the city for an exemption. The city may grant an exemption from the yard waste service collection and billing upon receipt and approval of the following:
- (1) An application in a form provided by the city manager, or his or her designee, renewable annually.
 - (2) Administrative fees as established by resolution of the city commission which shall be collected for each exemption applied for on an annual basis which shall be in the amount of \$75.00 until changed by the city commission.
 - (3) An affidavit of the applicant certifying that the applicant contracts for a common lawn maintenance with other adjoining properties within the same complex, the common lawn maintenance service disposes of all yard waste generated at the property of the applicant, and that the yard waste is not commingled with household garbage and trash.
 - (4) A copy of the common lawn maintenance service contract or other evidence satisfactory to the city establishing the common yard and lawn maintenance system and the terms for removal of all yard waste and proper disposal.
 - (5) Such other documents as may be required in the discretion of the city manager, or designee, necessary to establish compliance with the criteria for exemption.
- (d) Once granted, an exemption shall be valid for the property identified for a period of one year.
- (e) In the event the applicant is found to have violated the requirements for qualifying for an exemption as established through a code enforcement board action, or has otherwise failed to maintain such qualifications, the city may revoke the exemption of the property owner upon notice to the property owner and a hearing thereon.

(Ord. No. 2009-07, § 12, 6-9-09)

Sec. 12-13. Billing for fee collection.

- (a) All customers shall be billed for solid waste and recyclable services in accordance with rules adopted by the city manager and the rates established in accordance with the provisions of this chapter.
- (b) If payment on any account billed in arrears is not received within 20 days following the date of the bill, a late charge equal to ten percent of the unpaid balance shall be added thereto. If payment on any account billed in arrears is not received within 28 days of the date of the bill, the account shall be considered delinquent, and service on the account will be discontinued. In the event service is scheduled with the city's contractor to be discontinued, service shall be restored only after all delinquent and current charges on the account are paid, along with a \$25.00 service continuation charge and a \$15.00 reinstatement fee if service has actually been discontinued. In no case will the combined refuse service continuation fees and any other utility service continuation fees exceed \$40.00 for each occurrence.
- (c) If payment on any account billed in advance is not received within 28 days following the date of the bill, a late charge equal to ten percent of the unpaid balance shall be added thereto. If payment on any account billed in advance is not received within 58 days of the date of the bill, the account shall be considered delinquent, and service on the account will be discontinued. In the event service is scheduled with the city's contractor to be discontinued, service shall be restored only after all delinquent and current charges on the account are paid, along with a \$25.00 service continuation charge and a \$25.00 reinstatement fee if service has actually been discontinued.

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- (d) The amount of solid waste and recyclables franchise fees imposed by this chapter are hereby declared to be a service secured by a property owner or occupant from the city through the franchise agreement and a service which inures to the benefit of the property owned or served and the provision of said service is, therefore, declared to be a debt due the city. Any person required under the terms of this chapter to have accumulations of solid waste or recyclables collected, transported and disposed of or processed by the city shall be liable to the city for the amount of applicable collection fees therefore and such fees shall be recoverable by any legal means such as the filing of an action in any court of competent jurisdiction.

(Ord. No. 2009-07, § 13, 6-9-09)

Sec. 12-14. Delinquency; liens.

- (a) The city's codes and ordinances relating to the collection of fees and charges and the assessment of liens for nonpayment shall be applicable with regard to fees and charges relating to solid waste and recyclable services.
- (b) In addition to any other remedies afforded by law or set forth herein the city may record a lien against each unit of property for unpaid solid waste, yard waste and recyclables collection fees.
- (c) If such fees are not paid by 30 days after the due date of the date of billing, the city may assess the amount of such fees as a lien against the benefited property of the same extent and character as a lien granted to the city by law for special assessments for the cost of a local improvement.

(Ord. No. 2009-07, § 14, 6-9-09)

Sec. 12-15. Insurance and bond requirements.

- (a) Franchisees are authorized under this section to aid the city in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the city franchisees' solid waste and recyclables collection services franchise agreements.
- (b) All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than \$1,000,000.00 for one person injured, and \$5,000,000.00 for more than one person injured, and property damage liability insurance of not less than \$5,000,000.00. Evidence of such insurance shall be deposited with the city clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the State of Florida for a public liability and property damage in the amounts specified. The city shall be named as an additional insured, and the policy shall provide that the city shall be provided at least 30 days written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise.
- (c) Each franchisee, at the time of issuance of the franchise, shall furnish a performance bond at a minimum in the sum of \$10,500.00. Said bond may be either a cash bond or surety bond with a good and sufficient surety approved by the city commission. The obligation of said bond shall be the franchisee's guarantee of faithful performance of and compliance with all requirements of this chapter and all other applicable laws.

(Ord. No. 2009-07, § 15, 6-9-09)

Sec. 12-16. Ownership/collection of recyclables.

- (a) All recyclables, once placed at a collection location or in a recycling container at a collection location, become the exclusive property of the city or its collection franchisee as established in a franchise agreement.
- (b) Recovery of recyclables from any solid waste generated or brought within the city must occur prior to the placing in a recyclable container at a collection location, and such recovery shall be subject to state and local public health and safety laws.
- (c) It is the franchisee's duty and responsibility to ensure that all items collected as recyclable material are, in fact, recyclable, or contain only de minimis nonrecyclable material.

(Ord. No. 2009-07, § 16, 6-9-09)

Sec. 12-17. Prohibited acts.

- (a) It is prohibited and unlawful for any person to do any of the following:
 - (1) To place, or cause to be placed any solid waste or recyclables in or upon the property of another or in a dumpster or container of another.
 - (2) To convey or cause to be conveyed over and upon any of the streets and alleys of the city any solid waste or recyclables without being awarded a franchise agreement by the city as may be required by this chapter and the laws, rules or regulations affecting the collection and disposal of solid wastes or recyclables.
 - (3) To deposit or dispose of any solid waste or recyclables in or upon any public streets, sidewalk, rights-of-way or alleyway or any stream, ditch, river, pond, creek, park or public place in the city.
 - (4) To burn any solid waste or recyclables generated or brought within the city, except for trees and brush as may be permitted to be burned where applicable permits have been obtained from the city and other appropriate entities in accordance with federal, state and local laws, rules and regulations.
 - (5) To place solid waste or recyclables out for collection earlier than 5:00 p.m. of the day before a scheduled collection day or leave containers adjacent to the street any later than 7:00 p.m. on the day the containers are emptied.
 - (6) To place solid waste or recyclables out for collection at any location not serviced by the franchisee.
 - (7) To remove solid waste or recyclables from any container, garbage can or recycling bin at a collection location or from curbside unless authorized to do so.
 - (8) To accumulate or cause to be accumulated any yard waste, industrial waste, junk, rubbish or other solid waste in or upon any premises or lot owned by a person or in a person's control, or on right-of-way abutting any premises or lot owned by a person or in a person's control, such as to cause a nuisance.
 - (9) To deposit flammable liquids, hazardous wastes or explosives in any container or garbage can.
 - (10) To open, remove, untie or to interfere with the orderly and legitimate collection of solid waste or recyclables or a recycling container, or to disturb or scatter solid waste or recyclables stored in containers placed for collection at a curbside, drop-off or collection location.

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- (11) To transport over any public road any solid waste or recyclables which is subject to leakage or spillage or unless the solid waste is securely tied or covered and encapsulated so as to prevent spillage and leakage.
 - (12) To allow solid waste or recyclables to spill, blow or drop from any vehicle on any road, street or private or public property.
 - (13) To allow the water saturating or covering solid waste to leak from any vehicle on any road, street or private or public property.
 - (14) To collect or transport solid waste or recyclables for hire or for remuneration or other consideration in any form without first being awarded a franchise agreement and receiving any and all permits required by the city or any other agency of government or to fail to pay the city's local business tax.
 - (15) To dispose of solid waste at any site, public or private, which is unapproved by the city or to process recyclables at any site, public or private, which is unapproved by the city.
 - (16) For reasons of general health, safety and welfare including, but not limited to, sanitation and community appearance, to accumulate any solid waste for a period in excess of seven days upon public or private property. Creation or maintenance of a backyard compost pile consistent with sound and sanitary gardening practices shall be considered recycling, not disposal, unless the activity on the site results in the creation of a nuisance.
 - (17) To fail to use a front load container for solid waste disposal when directed to do so by the city based upon the city's evaluation of the solid waste requirements of the commercial site.
 - (18) To permit any garbage or other refuse of any kind that is unsafe or unsanitary, offensive to public health, or that is a menace to the welfare of the city, either by reason of danger by fire or otherwise, to remain upon the premises of such person or upon the public rights-of-way adjoining such premises.
 - (19) To place, deposit or dump or dispose of any solid waste, garbage, trash or other refuse in any place within the city except in an approved container.
 - (20) For any nonresident of the city, or for any business or commercial establishment, whether located within or without the boundaries of the city, to deposit any refuse or trash of any kind in any residential containers authorized in this chapter except for de minimis uses by guests or visitors of the owner of a premises who specifically authorizes such nominal activity.
 - (21) To collect or remove either recycling containers or recyclables placed in or near the recycling containers, designated collection locations or commercial dumpster locations unless previously authorized by the city, or to vandalize containers or recyclables.
 - (22) For any person, after notice from the city, to employ or continue to employ any company to transport solid waste or recyclables which company has not entered a franchise agreement entered with the city in accordance with this chapter.
 - (23) For any person to collect, transport or process recyclables without first securing a franchise agreement with the city.
 - (24) To engage in solid waste or recyclables collection services or for any garbage and/or trash collection on Sunday unless specifically authorized by the city.
 - (25) To do any act prohibited or to fail to do any act required by this chapter or the laws, rules or regulations affecting solid waste and recyclables within the city.
- (b) If an owner has not removed nonconforming solid wastes or other industrial waste, hazardous wastes or noncombustible refuse or any other material of a similar type or nature within 24 hours after notification

from the city, the city may order such removal and all costs incurred shall be charged against the owner or shall otherwise be due and payable and collected in accordance with controlling law.

(Ord. No. 2009-07, § 17, 6-9-09)

Sec. 12-18. Penalties/violations/interpretation of ordinance/reconciliation with franchise agreement/charges.

- (a) Any person violating any of the provisions of this chapter shall be punished to the maximum extent as provided in state law as set forth in F.S. § 162.22, and other controlling legal authority.
- (b) All persons participating in, or contributing to, a violation of this chapter shall be in violation.
- (c) The city may engage in any other code enforcement activities and processes, as it deems appropriate under the circumstances, and may seek judicial and administrative remedies as deemed appropriate by the city.
- (d) Should any franchisee be found by the city manager, after notice and an opportunity to be heard, to be in violation of the terms and conditions of this chapter then the city manager may suspend or revoke the franchise and take appropriate actions to protect the public health safety and welfare.
- (e) Each act of violation of this chapter shall constitute a separate violation.
- (f) This chapter shall be interpreted in conjunction with any franchise agreements entered, and permits issued, by the city.
- (g) The city commission may deviate from the provisions of this chapter in entering a franchise agreement as to technical solid waste and recyclables collection matters relating to franchisees operating within the city.
- (h) In the event that this chapter and a franchise agreement conflict, the provisions of the franchise agreement shall prevail. In the event that the provisions of this chapter and the franchise agreement have equivalent effect, those provisions may be enforced by the city either as a matter of contract or as a matter of code enforcement regulatory authority. In the event that a provision of this chapter is applicable and no similar provision is set forth in the franchise agreement, the provisions of this chapter shall be applicable.

(Ord. No. 2009-07, § 18, 6-9-09)

Sec. 12-19. Registration of exempt recovered materials dealers.

- (a) *Registration required.* Any person who is exempt by controlling state law² from the requirement to obtain a franchise to collect, transport, and dispose of recovered materials and who wishes to collect, transport, and dispose of recovered materials within the city, shall either register in accordance with this section or obtain a nonexclusive franchise to provide such services.
- (b) *Application for registration.*
 - (1) Applications for registration shall be made on application forms approved or provided by the city manager, or designee, and shall contain, at a minimum, the information required by F.S. § 403.7046, or its successor provision(s).
 - (2) The applicant shall state whether it is a processor, a transporter, or both.
 - (3) The application must be accompanied by each of the following:
 - a. A copy of state certification as required by F.S. § 403.7046.
 - b. Disclosure of ownership as set forth below.

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- c. Proof of insurance as set forth below.
 - d. An application fee in the amount set forth in resolution adopted by the city commission.
- (c) *Certificate.* The city shall issue a certificate of registration to any applicant who qualifies. The certificate is valid for five years. Any person whose certificate of registration is scheduled to expire or whose certificate has expired may apply for a new registration.
- (d) *Operating requirements for registrants.* Registrants shall comply with the following operating requirements:
- (1) *Disclosure of ownership.* A registrant shall annually provide two copies of a notarized statement disclosing the names of its owners, general and limited partners, or corporate or registered name under which it will conduct its business as authorized by this ordinance.
 - (2) *Service standards.* A registrant shall meet the service standards for nonexclusive franchisees set forth in this ordinance, to the extent applicable. In addition, a registrant shall handle recovered materials containers with reasonable care and return them to the approximate location from which they were collected. A registrant shall adequately clean up all materials spilled during its collection operation as prescribed by the city. A registrant shall use only trucks that are capable of preventing spillage or accidental release of recovered material during transport.
 - (3) *Emergencies.* A registrant shall not be required to provide collection services when all appropriate recycling sites are closed or a city emergency or imminent emergency exists, as determined by the city manager. The registrant shall resume collections when instructed to do so by the city manager.
 - (4) *Non-agency.* A registrant shall not be deemed an agent of the city and shall be responsible for any losses or damages of any kind arising from its performance or nonperformance under its registration. The registrant shall defend at its own expense or reimburse the city for its defense, at the city's option, of any and all claims and suits brought against the city, its elected or appointed officers, officials, employees and agents resulting from the registrant's performance or nonperformance of service pursuant to the registration.
 - (5) *Insurance.* A registrant shall purchase and maintain commercial motor vehicle insurance as required by F.S. ch 627, or its successor provision(s), and workers compensation insurance as required by F.S. ch. 440, or its successor provision(s). Failure to maintain required insurance shall result in revocation of registration.
 - (6) *Other laws, rules, and regulations.* A registrant shall procure at its own expense all local, state and federal franchises, certificates, permits, licenses and other authorizations necessary for the conduct of its operations including, but not limited to, payment of the local business tax. A registrant and its employees, officers, and agents shall comply with all relevant federal, state and local laws and regulations, code enforcement orders, orders of regulatory bodies, and mandatory guidelines, applying to the collection or processing services being rendered. Additionally, the provisions of section 12-17 of the City Code shall apply to the activities of all registrants in order to protect the public health, safety and welfare and in accordance with the police powers of the city.
 - (7) *Limited effect of registration.* Registration under this exemption will not relieve the registrant from having to obtain a franchise to provide non-exempt services, such as for collection and disposal or refuse. In addition, registration does not award the registrant authorization to operate a materials recovery facility as defined by F.S. § 403.703, or its successor provision(s).
- (e) *Separation of residential and commercial materials.* Curbside collection of designated recyclable materials from commercial generators will be allowed only with prior approval of the city manager. When considering a request to provide curbside collection, the city manager shall consider each of the following factors:
- (1) Accessibility of collection vehicles to property.

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- (2) Available space for placement of containers.
 - (3) Predominant use of property.
 - (4) Safety.
- (f) *Delivery of materials.* All recovered materials shall be delivered to a recovered materials dealer certified by the Florida Department of Environmental Protection or its subsequent responsible agency.
- (g) *Reports.* The registrant shall submit to the city manager reports as authorized by F.S. § 403.7046(3)(a), or its successor provision(s), and implementing regulations promulgated by the Florida Department of Environmental Protection or its successor agency of comparable authority.
- (h) *Rights of existing franchisees.* Any existing franchisee that becomes eligible to register under this Section may apply for registration. If the city grants registration, the franchise will be amended to eliminate requirements established under the franchise relating to collection, transport and disposal of recyclable materials, or terminated, as applicable.
- (i) *Approval of registration.* Upon approval of an application, the registrant shall pay to the city a registration fee in the amount set forth in resolution adopted by the city commission. Although the certificate is valid for five years, the registration shall be paid on a yearly basis and failure to pay the annual registration fee shall void the registration.

(Ord. No. 2014-07, § 1, 7-8-14)

Sec. 12-20. Denial, suspension, and revocation of registration.

- (a) Upon findings of fact supporting just cause, the city manager shall deny a registration in the case of application for new or renewed registration, and suspend or revoke a registration for a specified period of time in the case of previously issued registration. The term "just cause" means repeated violation of:
- (1) State or local laws and regulations;
 - (2) Code enforcement orders;
 - (3) Orders of regulatory bodies; or
 - (4) Violations of mandatory guidelines relating to the applicant's or registrant's operation; or loss of state certification as a recovered materials dealer.
- (b) Prior to denial, suspension, or revocation, the city shall provide written notice of intent to the applicant or registrant at the address provided in the application for registration. The notice shall include a summary of the charges against the applicant or registrant. If the applicant or registrant files a notice of appeal in accordance with the provisions of this ordinance, the denial, suspension, or revocation, will not become effective until the completion of the appeal process.

(Ord. No. 2014-07, § 1, 7-8-14)

Sec. 12-21. Notices.

Notices authorized or required by this ordinance shall be in writing and shall be provided to the address as listed in the application for franchise or registration, or on the franchisee's or registrant's business tax receipt if different from the address listed in the application. Notice shall be deemed to be provided five calendar days after being placed in regular U.S. Mail, or next business day if delivered overnight by recognized national courier service.

(Ord. No. 2014-07, § 1, 7-8-14)

Sec. 12-22. Appeal procedure.

- (a) A written appeal may be filed within 15 calendar days after notice of any city decision to deny a franchise application or application for registration, or to terminate, suspend, or revoke an existing franchise or registration, within 15 calendar days after notice of such decision. The appeal must be filed with the city clerk, who shall coordinate the appeal hearing.
- (b) The appeal will be placed on the city commission agenda and heard by the city commission at the next practicable city commission meeting.
- (c) At the hearing the city commission will hear such evidence as the commission deems desirable in order to determine whether to uphold the city manager's decision. The hearing will be informal. The party appealing the decision shall have the right to present evidence. The city commission may, in its discretion, refer the matter to a hearing officer and may delegate authority to make a final determination on the appeal or make a recommendation to the city commission relative to the matter.
- (d) At the conclusion of the hearing and the appeal process, the decision of the city manager may be upheld, reversed or modified. The city commission's decision will be final action unless the city commission has delegated authority to a hearing officer to make such decision.

(Ord. No. 2014-07, § 1, 7-8-14)

Sec. 12-23. Enforcement, penalties, administrative rules, and implementing administrative actions.

- (a) It is prohibited and unlawful for any person to fail to comply with the requirements of this ordinance or the provisions of any city code or ordinance related hereto.
- (b) The city may enforce the provisions of this ordinance or any city code or ordinance related hereto by any lawful means available to the city under the controlling provisions of state law. Additionally, the provisions of section 12-17 of the City Code shall apply to the activities of all registrants in order to protect the public health, safety and welfare and in accordance with the police powers of the city.
- (c) The penalties for violation of this ordinance or any city code or ordinance related hereto shall be as set forth in the code enforcement method asserted by the city under the Code of Ordinances of the City of Daytona Beach Shores, Florida or as may be available under the controlling provisions of state law.
- (d) Whenever a fee is established for a city activity related hereto, yet the amount of that fee has not been established by the city commission, the city manager is hereby empowered to establish an interim fee that will be in effect until action is taken by the city commission.
- (e) The city manager, or designee, is hereby delegated the authority to adopt any necessary administrative rules to implement the provisions of this ordinance as well as any existing City Code or ordinance related hereto.
- (f) The city manager, or designee, is hereby delegated the authority to implement the provisions of this ordinance as well as any existing city code or ordinance related hereto.

(Ord. No. 2014-07, § 2, 7-8-14)

Exhibit C

City Property to be Serviced:

Community Center	3000 Bellemead Drive
Facility Building	11 Bellemead Drive
Public Safety Building	3050 S. Atlantic Ave.

City Sidewalk Containers - Hand Pickup:

This service to be provided without charge to the City

The Contractor shall empty all public refuse containers, located on public right-of-ways and used by the general public at least (3) times per week or more often if necessary to assure sanitary conditions, as directed by the City Manager or his designee. Overflowing decorative containers of 30 gallon drums will be collected and the City will be notified of the locations with excess, which need additional containers provided by the City.

Note: these containers will be serviced at no cost to the City.

Exhibit D
Special Events

Contractor to provide service at no additional charge

Note:

At the present time the City has no special events within the City which the Contractor would participate in.

EXHIBIT E

CITY OF DAYTONA BEACH SHORES, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2025, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 2025 (“Agreement”).

WITNESSETH:

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; and

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 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; 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 286.101, Florida Statutes 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 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;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

3. 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), Florida Statutes, 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.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. 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.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095,

Florida Statutes, 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, Florida Statutes.

7. 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.

8. 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.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency as provided in Section 11.4 of the Agreement, to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. 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.

16. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

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 Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Daytona Beach Shores

Cheri Schwab, City Clerk

APPROVED AS TO FORM

City Attorney



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Nancy Maddox, Recreation Director

PREPARED BY: Nancy Maddox, Recreation Director

SUBJECT: Economic Development Lease Subsidy Grant Application - Revive Salt Lounge

SYNOPSIS:

The applicant, Revive Salt Lounge, submitted a grant application to the Economic Development Committee requesting a new business lease subsidy grant. The hours are Tuesday - Saturday, 10 AM - 6 PM. It is located at 3624 S. Atlantic Avenue, #102, Daytona Beach Shores and the applicant has executed a three (3) year lease. Ms. Gonzalez has invested approximately \$75,000 in renovations to the rented space to provide residents and visitors a blend of relaxation and health benefits. Revive Salt Lounge also has two massage therapists that are self-employed in this space. The Economic Development Committee met on October 20, 2025, with the owner of Revive Salt Lounge and is recommending the approval of the lease subsidy grant. The committee recommends that the grant money disbursement calculation be 20% the first year, 30% the second year, and 10% in the third year.

Attached are the grant application, grant money disbursement calculation, proposed grant agreement between the City and applicant, and the minutes from the October 20, 2025, meeting.

Following the meeting of the Economic Development Committee, staff reviewed the committee's recommendation and determined that it does not comply with the provisions of the City's Economic Development Ordinance. The ordinance stipulates that incentive awards may be granted in amounts up to 30% in the first year, 20% in the second year, and 10% in the third year. However, the committee's recommendation proposed funding of 20% in the first year, 30% in the second year, and 10% in the third year, which does not align with the ordinance's established guidelines. As a result, staff is requesting that the City Commission review the matter and determine the appropriate award to the applicant in accordance with the ordinance.

FISCAL IMPACT STATEMENT:

No fiscal impact as this was included in the budget.

BACKGROUND:

In July 2019, the Daytona Beach Shores City Commission approved Ordinance 2019-06, which relates to Economic Development within City Limits. The ordinance, among other things, created an Economic Development Lease Subsidy Program, which provides grants to subsidize leases for new businesses over a three (3) year period.

The lease subsidy is up to 30%, 20%, and 10% of the lease rent for the first, second, and third years, respectively, providing the total amount disbursed by the City and does not exceed \$20,000.

LEGAL REVIEW:

RECOMMENDATION:

The economic development committee recommends that the grant be approved.

SUGGESTED MOTION:

1. "I move to approve the grant application and agreement and fund the business at"

- ATTACHMENT:**
1. Revive Salt Lounge Lease Subsidy Grant application
 2. Revive Salt Lounge - reimbursement spreadsheet
 3. Revive Salt Lounge Lease Subsidy Grant Agreement
 4. econ dev comm minutes Revive Salt Lounge 10-20-2025

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

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

DATE RECEIVED:

REFERENCE:

(Please Print)

APPLICANT NAME: Revive Salt Lounge

CONTACT PERSON (if an entity): Angie Gonzalez

ADDRESS: 3624 S Atlantic Ave #102

CITY: Daytona Beach Shores

STATE: FL

ZIP: 32118

TELEPHONE: 386.212.2864

FAX:

EMAIL ADDRESS: revivesaltlounge@gmail.com

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual

☐ Corporation

☒ Limited Liability Company

☐ Other

GRANT TYPE:

Lease Subsidy

☒ New Business (Lease Subsidy)

PROJECT SITE INFORMATION:

Address: 3624 S Atlantic Ave #102

City: Daytona Beach Shores

State: FL

Zip: 32118

Tax Parcel ID: 630205100110

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value	\$ 757,117	Year: 2025
Maximum New Investment Value	\$ 75,000	
Certified by a licensed Florida Engineer or Architect	\$ N/A	

PROJECT DESCRIPTION:

Revive Salt Lounge is a welcoming wellness space in Daytona Beach Shores where people can recharge and feel their best. We offer transformative experiences through salt therapy, infrared sauna, massage, and holistic workshops that blend relaxation with real health benefits. We combine healing and relaxation with community connection, while also creating a place where people can learn about holistic health and wellness. Our goal is to make wellness approachable by combining modern therapies with mindful practices that support breathing, stress relief, and overall vitality and well-being. Revive is a restorative spot providing a truly unique approach to self-care that complements traditional beach or spa activities giving both residents and visitors a place to feel better, restore, recharge, and truly revive.

PROJECT BENEFITS TO THE CITY:

Revive Salt Lounge brings lasting value to Daytona Beach Shores by filling a critical wellness gap for residents, strengthening the city's appeal as a destination for holistic health to both residents and visitors and by aligning directly with the city's goals of promoting tourism, expanding family-friendly recreational and wellness resources, and enhancing quality of life and community wellness. Our services attract visitors seeking unique experiences beyond the beach and typical spa, encouraging longer stays and additional spending within the city. For residents, we provide natural therapies that support those with not only seasonal allergies but also chronic respiratory or skin conditions, individuals managing pain and inflammation, and athletes, singers and the like striving for peak performance. Soon, children's salt therapy sessions will further expand family-friendly resources, offering local pediatric wellness options pediatricians are already recommending while teaching mindfulness and healthy breathing habits that support calmness, resilience, and lifelong health—resources that otherwise require families to travel an hour away. Beyond individual care, our yoga classes, sound baths, and future community wellness workshops create gathering spaces that foster connection, education, stress relief and well-being, further enriching the cultural and social fabric of Daytona Beach Shores bringing the community together in ways that reflect the city's commitment to engagement, recreation, and quality of life. By creating a home for local massage therapists and helping to position the city as a destination for holistic health, Revive Salt Lounge supports economic vitality, community wellness, and Daytona Beach Shores' identity as a healthy, family-friendly coastal retreat — making life better here, one breath at a time.

REQUIRED PROJECT CHECKLIST:

- X** Certification by Applicant
- X** Application Authorization
- ☐ ~~Site plan, building plans, elevations and a detailed scope of work~~
- X** Business Plan and copy of executed lease agreement
- X** Most recent property tax bill and truth in millage statement

CERTIFICATION BY APPLICANT

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

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

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

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

SIGNATURE:

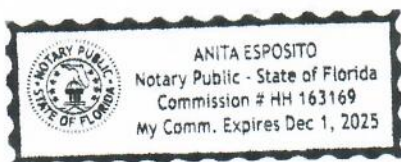
DATE: 09/11/25

PRINTED NAME: Angie Gonzalez

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of September, 2025 by Angie Gonzalez, who is personally known to me, OR who has produced Florida Driver's License as identification and did (did not) take an oath.

My commission expires: 12/1/25



Printed Name: Anita Esposito
NOTARY PUBLIC Anita Esposito

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: 3624 S Atlantic Ave #102, Daytona Beach Shores, FL 32118

TAX PARCEL ID: 630205100110

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

Becky Perry

NAME PRINTED

Becky Perry

WITNESS #2 (Signature)

Jinnie Franklin

NAME PRINTED

Jinnie Franklin

STATE OF FLORIDA

COUNTY OF VOLUSIA

OWNER (Printed Name)

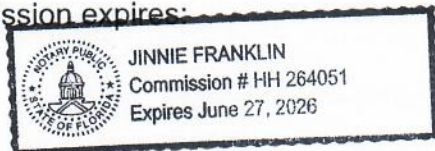
Patrick O'Brien

OWNER (Signature)

Patrick O'Brien

The foregoing instrument was acknowledged before me this *18th* day of *Sept*, 20 *25*
by *Patrick O'Brien*, who is personally known to me, OR who has
produced *DL* as identification and did (did not) take an oath.

My commission expires:



Printed Name:
NOTARY PUBLIC Jinnie Franklin

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

AUTHORIZATION TO APPLY

I, Patrick O'Brien, am the owner of the following described property:

PROPERTY ADDRESS: 3624 S Atlantic Ave Daytona Beach Shores FL 32118

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

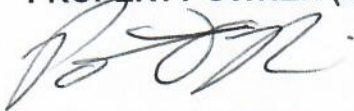
AUTHORIZED REPRESENTATIVE:
(IF APPLICABLE)

PROPERTY OWNER (1) (Print Name)

Patrick O'Brien

PROPERTY OWNER (2) (Printed Name)

PROPERTY OWNER (1) (Signature)



PROPERTY OWNER (2) (Signature)

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of Sept, 2025 by Patrick O'Brien, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires:



Printed Name:
NOTARY PUBLIC

Jinnie Franklin

PROGRAM APPLICATION PROCESS

1. Applicant meets with staff to discuss economic development program and potential project eligibility.
2. Applicant submits a complete application for staff eligibility review.
3. Staff conducts eligibility review and prepares City Council report.
4. City Attorney drafts agreement for City Commission consideration.
5. City Council evaluates application, staff report and draft agreement and makes a final determination in approval of the grant and associated terms.

GRANT PAYMENTS ELIGIBILITY AND PROCESS

1. The applicant shall make a request in writing and provide firm evidence to the Community Engagement Director that all terms and conditions of the agreement approved by the City Council have been satisfied.
2. Upon review of the evidence provided and legal review, the Community Engagement Director shall provide a recommendation to the City Manager who shall determine whether the applicant has met all terms and conditions of the agreement to the satisfaction of the City.

For additional information, please contact:

Nancy H. Maddox
Community Engagement Director
City of Daytona Beach Shores, FL 32118
O (386)763-5325
C (386)562-0425
nmaddox@cityofdbbs.org

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM OVERVIEW

(See Ordinance Number 2019-06)

ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM:

This program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to the following: (a) expansion of existing tenancies; (b) new businesses within the City; (c) existing businesses which desire to relocate to a larger space in the City; and (d) businesses which extend a lease for a longer term of at least three (3) years.

LSP Program Benefits:

Over a three (3) year period to assist selected businesses to commence economic activity and remain a going concern, leases may be subsidized up to 30% for the first year of the lease, up to 20% for the second year of the lease, and up to 10% for the third year of the lease. The total amount awarded under the lease subsidy program may not exceed \$20,000.00.

LSP Program Requirements:

1. Only real property that is assigned a commercial, or similar, zoning classification consistent with the City's *Comprehensive Plan* and that will be used for a nonresidential or mixed-use purpose (as set forth in a binding development agreement or development order) are eligible under the Program for lease subsidy assistance.
2. Lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Commission.
3. Normative lease underwriting criteria and documentation must be satisfied as part of the transaction to protect the City's interests, as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.
4. Should the grantee cease conducting business on the real property during the term of the lease subsidy; the City's subsidy payments shall cease.
5. The City shall not in any way guarantee any underlying loan or the lease relating to real property and the City does not pledge its full faith and credit to any extent by enacting or implementing this Ordinance and shall not be deemed to have done so to any degree or extent or to be a partner or co-venturer in any way.
6. The lease subsidy applicant must submit documentation to the City detailing the proposed development or renovation to be performed on the real property as well as details concerning the proposed lease and business activities. If approved by the City Commission, the City will then issue a letter approving the subsidy.

subject to normal underwriting criteria as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.

7. Once the lease subsidy is approved, the applicant must submit full details of the proposed transaction to the City. The amount of the subsidy will then be fixed and the funds will be encumbered and appropriately released from time-to-time. Escrow accounts may be established in conjunction within City accounting systems or under the Finance Director with the City Attorney as needed.
8. The lease subsidy documents shall include, but not be limited to, documents to be filed of record which protect the interests of the City and shall provide that the City Manager must be notified should the real property which is the subject of the lease be sold, transferred, assigned or encumbered in any way or if the lease is terminated or sought to be terminated.

City Considerations (There Is No Entitlement To Approval):

1. Expansion of Existing Tenancies: As solely and exclusively determined by the City Commission based upon the economic development needs of the City as determined by the City Commission.
2. Existing Business Relocation: Relocation to a larger space will result in enhanced business operations or employment.
3. Lease Extension: (1) Lease is extended for a longer term of at least three (3) years; and (2) extension will result in enhanced business operations or employment.
4. All Types: (a) Number of new jobs created; (b) the desirability of the type of business for the City; and (c) capital investment to be made.

Additional City Considerations for LSP & (There Is No Entitlement To Approval):

The City Council shall evaluate applications based on such criteria as it deems appropriate and in the best interest of the City to include, but not be limited to, the following:

1. Businesses that due to their success will attract other businesses to the City.
2. Renovation and development projects that will spur additional development and private investment.
3. Renovation and development projects that will attract desirable new businesses and create an effective merchandise mix.
4. Renovation and development projects that will have a substantial positive visual and aesthetic impact to the City.
5. Renovation and development projects that will result in filling vacant retail space.
6. Renovation and development projects that will increase real property value(s).
7. Renovation and development projects that will increase employment opportunities within the City.
8. Renovation and development projects that work in favorable concert with other development within the City by providing enhanced activities for the City.



BUSINESS PLAN

Our taste of success

JUNE 2025

Presented To:
City of Daytona Beach Shores

Written By:
Angie Gonzalez

3624 S Atlantic Ave #102
Daytona Beach Shores, FL 32118
386.523.6258
www.revivesaltlounge.com

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EXECUTIVE SUMMARY

Revive Salt Lounge offers salt therapy (halotherapy) and infrared sauna services, with massage & other wellness modalities located in Daytona Beach Shores, FL.

MISSION

To create a holistic healing hub where the community feels like family and wellness is accessible to all while delivering high-quality, natural, holistic wellness services that improve respiratory health, reduce stress, and support overall vitality.

VISION

To be the go-to wellness destination for natural healing and relaxation for retirees, health-conscious professionals, seasonal visitors, and those with respiratory or performance needs in the area.

THE SERVICES

The first luxury salt room in Volusia county offering adult and children's salt therapy, private room rentals + infrared sauna, massage, yoga and sound baths in the salt room.

THE LEADERSHIP

Angie Gonzalez founded the company and serves as CEO, respectively.

THE OVERALL INDUSTRY

Driven by a post-pandemic shift toward self-care, the salt therapy and holistic wellness industry is experiencing significant growth, with a strong consumer demand for non-pharmaceutical, experience-based treatments like infrared saunas.

THE COMPETITORS

Salt Room Orlando and Salt + Vine in Flagler, both require travel outside our community. Revive Salt Lounge stands out by offering local, accessible, and integrative wellness services in a welcoming environment that blends salt therapy with additional holistic modalities and community-focused programs.

THE FINANCIAL STATUS

Currently pre-profit and fueled by the founder's retirement investment, Revive Salt Lounge has already established diverse revenue streams and a steadily growing clientele. Grant funding will accelerate the path to profitability and allow for expanded services that benefit the community.

FUTURE PLANS

Revive intends to expand membership programs, building partnerships with local healthcare and corporate organizations, developing branded wellness products, and creating mobile and online offerings to extend access to salt therapy and holistic health beyond the lounge. The business aims to achieve sustainable growth, with a goal of increasing revenue by 40–60% over the next five years through service expansion, strategic community partnerships, and diversified offerings. Revive Salt Lounge hopes to expand to a second location and new products, workshops and offerings.

COMPANY DESCRIPTION

Legal Structure: LLC

Owner: Angie Gonzalez – responsible for daily operations, marketing, and customer service.

Contracted professionals for additional services (yoga, massage, etc.).

Core Services: Community salt therapy sessions, private salt room rentals (bachelorette parties, birthday groups, corporate team building, etc), children's salt therapy sessions, infrared sauna (private & couples), retail items (salt lamps, bath salts, essential oils, aromatherapy), massages, workshops & events, salt room yoga classes, future wellness retreats.

Unique Value Proposition: Combining salt therapy + premium infrared sauna + luxury environment + targeting both wellness & therapeutic clients and delivering exceptional customer care.

ANGIE GONZALEZ

FOUNDER & CHIEF EXECUTIVE OFFICER

Angie Gonzalez is the founder and operator of Revive Salt Lounge in Daytona Beach Shores, Florida. As a dedicated entrepreneur, she manages every aspect of the business, serving as founder, strategist, manager, social media manager, IT support, and operations lead. She is a Certified Halotherapist and Certified Sound Healer, combining evidence-based wellness practices with holistic modalities to create a distinctive healing environment.



Ms. Gonzalez earned her degree in Public Relations from the University of Florida, where she developed a strong foundation in communications, community engagement, and brand development. Her professional achievements include the successful launch of Revive Salt Lounge as a wellness destination, being invited as a featured guest on a wellness-focused podcast sharing expertise on salt, infrared sauna and massage therapy, and the creation of a space that blends therapeutic services with long-term wellness support.

Angie's passion for holistic health was inspired by her mother, who suffered from COPD and emphysema. Witnessing her mother's journey motivated Angie to explore therapies that support respiratory health, stress relief, and overall wellness, ultimately shaping her vision for Revive Salt Lounge as a place where people can recharge, heal, and learn about holistic living.

Her vision is to position Revive Salt Lounge as a cornerstone of holistic health in the region, promoting both individual well-being and community vitality.

Beyond her professional expertise, Ms. Gonzalez is known for her ability to connect with anyone she meets, reflecting her belief that genuine human connection is an essential part of healing.

MARKET ANALYSIS

Industry Trends & Forecasts, Consumer Behavior Shifts,
Market Size & Local Relevance and Demographics.

INDUSTRY TRENDS & FORECASTS:

- Salt Therapy Market: Global ~\$7.87B (2024) → \$19.05B (2034), CAGR ~9.25%.
- Infrared Sauna Market: ~\$1.89B (2025) → \$3.58B (2032), CAGR ~9.6%.
- Growing demand for wellness tourism in Florida
- North America: strong segment, wellness tourism growing.
- The Global Wellness Economy: forecast to hit \$9 Trillion by 2028.

CONSUMER BEHAVIOR SHIFTS:

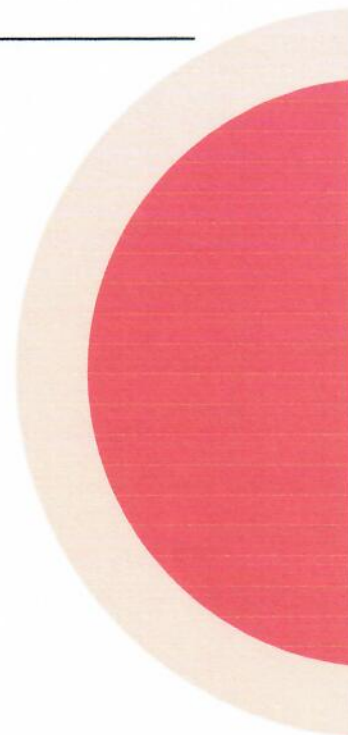
- Higher demand for non-pharma therapies, post-pandemic wellness awareness.
- Increased awareness of the benefits of salt therapy and infrared sauna treatments.
- Experience-based wellness spending rising.
- Younger demographics (millennials/Gen Z) increasing self-care spend.

MARKET SIZE & LOCAL RELEVANCE:

- Daytona Beach Shores: older population with disposable income, tourism, respiratory/skin health demand from coastal living.

DEMOGRAPHICS:

- Population: ~5,140, median age 64.8 years (retiree-heavy).
- Median household income: \$70,911; Per capita income: \$59,918.
- High education levels, homeownership, and wellness focus.

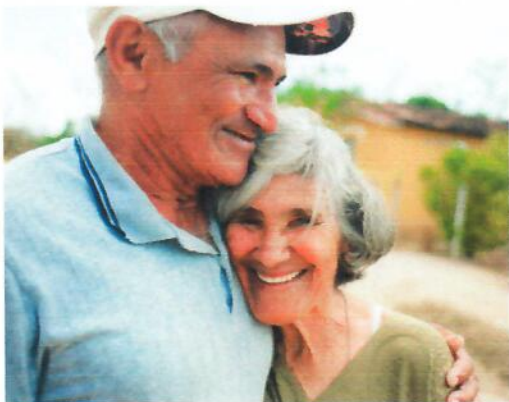


TARGET MARKET ANALYSIS

Details of the specific markets we are targeting

PERSONA

Retirees / Empty Nesters (55-75+)



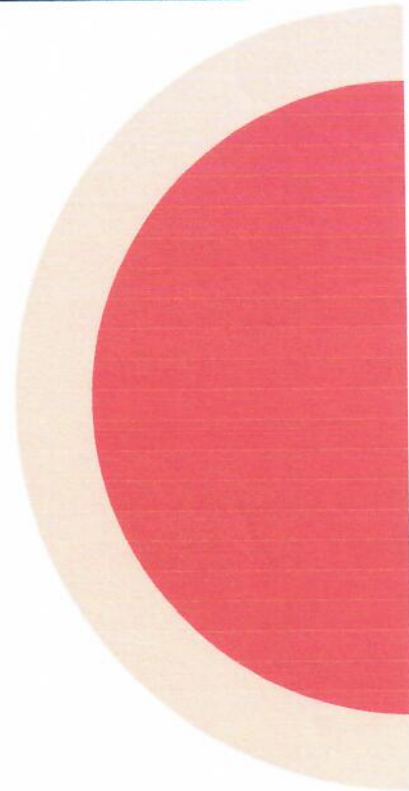
Demographics	Psychographics / Needs	How to Reach Them
• Age 55-75+ • many homeowners • higher discretionary income	• Seek health maintenance, respiratory support, stress relief, comfort, gentle experiences. Less price sensitive for premium.	• Local ads in senior centers, targeted mail, partnerships with retirement communities, wellness talks.

TARGET MARKET ANALYSIS

Details of the specific markets we are targeting

PERSONA

Health-Conscious Professionals (35-55)



Demographics	Psychographics / Needs	How to Reach Them
• Working age • dual income professionals • mid to high income	• Want efficient, results-oriented wellness (quick stress relief, detox, skin health), value convenience, aesthetics, experiential quality.	• Social media, Instagram/Facebook, local business partnerships, corporate wellness.

TARGET MARKET ANALYSIS

Details of the specific markets we are targeting

PERSONA

Seasonal Tourists / Second-Home Visitors



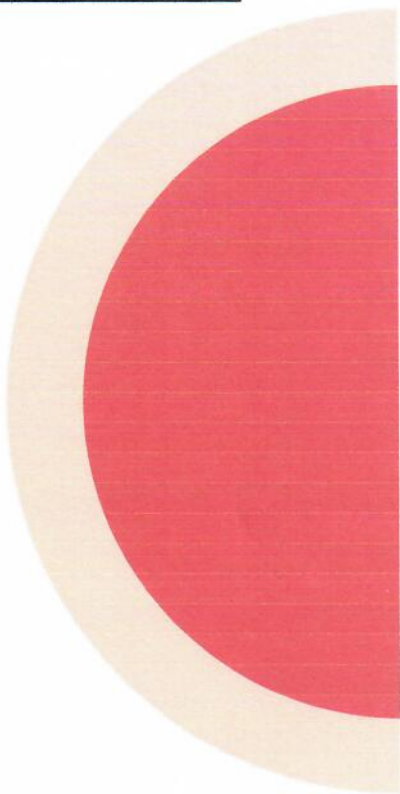
Demographics	Psychographics / Needs	How to Reach Them
• Visitors to the beach area • spend more during vacation periods	• Looking for relaxation, "vacation-style" wellness • skin relief post-sun • rest and rejuvenation • unique experiences.	• Hotel concierges • travel and tourism partnerships, • online travel content • local influencer promotions

TARGET MARKET ANALYSIS

Details of the specific markets we are targeting

PERSONA

Respiratory / Allergy / Immune Health Clients



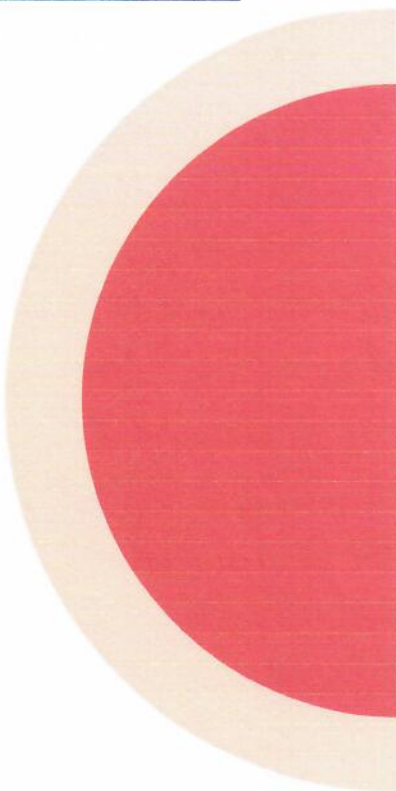
Demographics	Psychographics / Needs	How to Reach Them
• Mixed ages; may include parents, older adults • those with asthma, sinus issues, allergies, COPD	• Want non-drug relief • holistic methods • safety • clean environment • evidence.	• Healthcare referrals: pediatricians/allergists • targeted educational content • local community outreach

TARGET MARKET ANALYSIS

Details of the specific markets we are targeting

PERSONA

Athletes / Performers / Singers



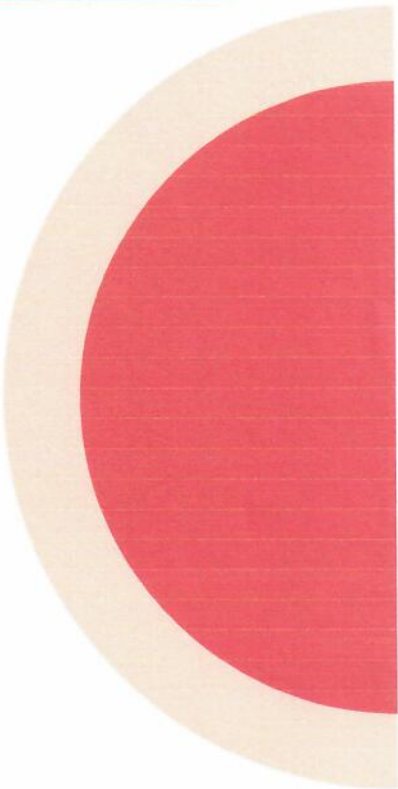
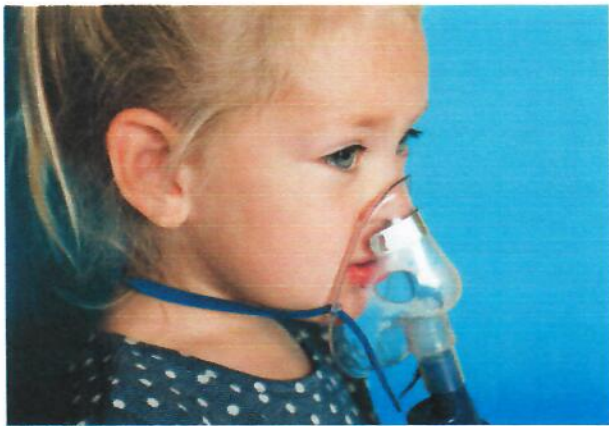
Demographics	Psychographics / Needs	How to Reach Them
• 25-50 • active lifestyle • performing arts	• Focused on breathing optimization • recovery • performance • vocal and lung health.	• Gyms, yoga/studio networks • vocal schools • targeted content around performance improvement.

TARGET MARKET ANALYSIS

Details of the specific markets we are targeting

PERSONA

Parents of Kids with Respiratory Issues



Demographics	Psychographics / Needs	How to Reach Them
• Parents aged 30-50 • children with asthma/allergies	• Seeking safe, gentle therapies for kids • low risk environments • flexible scheduling.	• Pediatric clinics • parent groups/social media • school & community events.

COMPETITIVE AND SWOT ANALYSIS

Competitive Landscape:

- Competitor information in the immediate and area is minimal with the competition being 45 minutes to an hour away in the greater Orlando area including The Salt Room franchise (franchises in Apopka, Oviedo, Orlando, Longwood), Just Breathe Salt Therapy Wellness in Winter Park, the Salt and Vine Wellness Spa in Flagler beach, the Salt Spa St. Augustine.
- Competitors adding memberships, faster services, more bundled offerings.

Competitive Advantage:

- *Unique Service Combination:* Offering salt therapy and infrared sauna treatments back-to-back distinguishes my center from others.
- *Beach Proximity:* The calming beach environment enhances the overall client experience.
- Exclusive Products

Strengths	Weaknesses	Opportunities	Threats
• First-mover advantage in local market • prime location • high demand for holistic wellness services • unique dual service offering • high-end ambiance • diversified revenue • strong branding & targeted marketing strategy	• High startup/operating costs • tourist seasonality • marketing-dependent.	• Local hotel/retirement/senior/gyms partnerships • affluent retiree market • health tourism • respiratory/immune trends • add-on wellness tech.	• Economic downturns • regulatory shifts • competitor entry into the market • cheaper Orlando competitors 

HOW REVIVE STANDS OUT

While competitors such as Salt Room Orlando and Salt + Vine in Flagler serve broader regions, Revive Salt Lounge stands out by offering local, accessible, and integrative wellness services in Daytona Beach Shores. Beyond salt therapy, the lounge combines infrared sauna, massage, sound healing, yoga and future educational wellness programs, creating a holistic mind-body experience. With a hands-on founder, community-focused events, and future plans for mobile and online offerings, Revive Salt Lounge delivers a personalized and innovative approach that competitors do not currently provide.

SERVICES & PRODUCTS

Current and future offerings

HALOTHERAPY (SALT ROOM)

- Salt Room sessions to using a commercial-grade halogenerator and pharmaceutical grade sodium chloride
 - Benefits include improved respiratory health, skin rejuvenation, and stress relief

INFRARED SAUNA

- Full spectrum + red light sessions in a 2 person sauna, single and couples, private room.
 - Benefits include detoxification, relaxation, pain relief, and improved circulation and reducing risk of dementia, Alzheimer's, stroke, cardiovascular disease,

ADDITIONAL SERVICES

- Massage Therapy
- Yoga, meditation and breathwork classes
- Holistic wellness, women's groups workshops
- Salt Room add-ons: jade eye masks, compression pants, facial treatments, guided meditations etc
- Healthy drink offering including sparkling spring water beverages and adaptogenic drinks

MEMBERSHIP PACKAGES

- Individual sessions: \$45 (salt therapy) and \$40 (sauna)
- Packages, pass and paid in full options
- Monthly and annual memberships starting at \$149, including unlimited sessions and discounts on additional services

RETAIL

- salt lamps, bath salts, essential oils, aromatherapy, natural skin care, salt inhalers

WORKSHOPS/ RETREATS

- Educational wellness workshops and retreats

MARKETING & SALES STRATEGY

Positioning: Therapeutic + luxury wellness experience.

Bundles: Senior Serenity, Tourist Relax & Revive, Performance Boosters, Family Sessions.

Partnerships: Hotels/resorts/condos, retirement homes, gyms, pulmonologists/allergists, clinics.

Digital & Local Marketing Tactics: SEO, paid social ads, local influencers, email marketing & loyalty programs, 2 for 1 salt or sauna promotions, educational workshops.

THE 4PS OF MARKETING

Product	Price
Revive Salt Lounge is a premium wellness brand offering salt therapy, infrared sauna, massage, and yoga and sound healing services designed to promote holistic health and relaxation. The brand features a combination of therapeutic, relaxation and educational offerings, including future workshops and community-focused wellness programs. Revive also offers and will offer wellness products such as Himalayan salt lamps, essential oils, and self-care kits, local honey packaged thoughtfully for both retail and gifting purposes. The focus on quality, personalization, and community engagement differentiates the brand from competitors while reinforcing its identity as a holistic wellness destination.	We employ a strategic pricing model designed to maximize accessibility while encouraging loyalty. Single sessions are competitively priced, while discounted bundles, package deals, and membership programs incentivize repeat visits and client retention. Special workshops and premium experiences use tiered pricing, and the business offers flexible payment options and credit terms where appropriate. Seasonal promotions, introductory rates, and referral discounts further enhance client engagement and attract new audiences.
Promotion	Place
Revive Salt Lounge uses a multi-channel promotion strategy to raise awareness, engage the community, and drive bookings. The marketing plan includes social media campaigns (Instagram, Facebook and soon TikTok/YouTube,), email marketing, and search engine optimization to capture online interest. Video content, including educational and experiential clips, helps demonstrate the benefits of salt therapy. The brand also leverages print advertising in local magazines and publications to reach residents and visitors, while hosting community events and workshops to strengthen in-person engagement.	We employ a strategic pricing model designed to maximize accessibility while encouraging loyalty. Single sessions are competitively priced, while discounted bundles, package deals, and membership programs incentivize repeat visits and client retention. Special workshops and premium experiences use tiered pricing, and the business offers flexible payment options and credit terms where appropriate. Seasonal promotions, introductory rates, and referral discounts further enhance client engagement and attract new audiences.

SOCIAL MEDIA PLAN

Platforms:

Instagram, Facebook, TikTok, YouTube and Google My Business.

Content Strategy:

- Educational posts about the benefits of salt therapy and infrared saunas.
- Customer testimonials and transformation stories.
- Behind-the-scenes content showcasing the space and services.
- Promotions, discounts, and membership highlights.

Posting Schedule:

- 4-5 posts weekly (mix of reels, photos, and educational content).
- Weekly Instagram/Facebook stories showcasing daily availability and specials.

Engagement:

- Host wellness Q&A sessions live on Instagram or Facebook.
- Encourage user-generated content through hashtags like #BreatheWellDaytona.

Yearly Post Plan and Calendar:

Sample Month:

- Weekly: 3-5 educational posts, 1 testimonial, 1 promotional reel, 1-2 social trends.
- Monthly Themes: Respiratory health (spring), Stress relief (summer), Immune boosting (fall), Relaxation (holiday).



OPERATIONS PLAN

- Daily: Open Tues –Sat, 10am–6pm
- Staffing: Owner
- Booking: Online system via Square Appointments on Facebook, Instagram, Google and website
- Customer Service: Warm, community-driven, personalized care.

Daily Procedures

Opening Routine: Ensure salt room, sauna, breakroom, bathroom and lobby are cleaned, check humidity and temperature, restock retail shelves.

Client Sessions: Greet customers, explain treatments, monitor sessions, provide post-session recommendations.

Closing Routine: Sanitize equipment, log customer data, restock inventory.

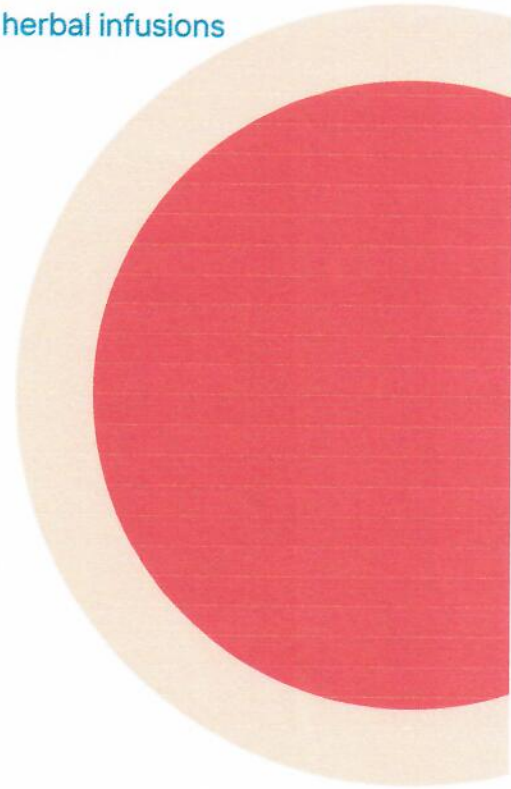
Staffing Plan

- Front Desk Associate: Greets customers, schedules appointments: owner
- Future Wellness Consultant: Educates clients on services, assists in sessions.

LUXURY SALT ROOM AMENITIES

Enhancements for a luxury client experience:

1. Cool refrigerated wash cloths with essential oil to cool off and wipe down
2. Chromotherapy Lighting
3. Aromatherapy Integration
4. Sound Therapy (nature, binaural beats, or meditation music)
5. Complimentary specialized, healthy electrolyte drink post salt and sauna session
6. Himalayan Salt Lamps
7. Zero Gravity Chairs
8. Private Salt Room Rental for events/occasions
9. Cozy Cotton Blankets and Pillows
10. Complimentary Coffee, Tea & Water Bar with organic teas and herbal infusions
11. Photo Opportunity in lobby



FINANCIAL PLAN

FINANCIAL OUTLOOK

Startup Costs:

- Renovation/Build-out: \$15,000
- Equipment/Decor: \$50,000 (halogenerator, infrared sauna, salt room, furniture, etc.)
- Marketing & Branding: \$5,000 (website development, social media marketing, local advertising)
- Licensing & Permits: \$5,000
- Working Capital: \$20,000 - \$30,000

Revenue Forecast (assumptions): Introductory rates: Salt \$45/session, Sauna \$40/session

Year 1: \$25k-\$50k; Year 2: \$150k-\$250k; Year 3: \$250k-\$400k;

Expenses: Rent, utilities, operations/platforms, maintenance, supplies, marketing, insurance.

Breakeven: Expected within 12-18 months.

FUTURE PLANS & MILESTONES

REACHING THE TOP

Revive intends to expand membership programs, building partnerships with local healthcare and corporate organizations, developing branded wellness products, and creating mobile and online offerings to extend access to salt therapy and holistic health beyond the lounge.

The business aims to achieve sustainable growth, with a goal of increasing revenue by 40–60% over the next five years through service expansion, strategic community partnerships, and diversified offerings.

Revive Salt Lounge hopes to expand to a second and third location and new products, workshops and offerings potentially including cryotherapy, floatation therapy advanced biofeedback wellness technology.

2030

- Observe a 200% revenue growth year over year
- Expand the lounge's footprint with a second location in the greater Daytona area.
- Introduce new services such as cryotherapy, floatation therapy, or advanced biofeedback wellness technology.

Impact goal: Position Revive Salt Lounge as the go-to local wellness hub and trusted educational resource, improving access to holistic health for residents and tourists alike.

2035

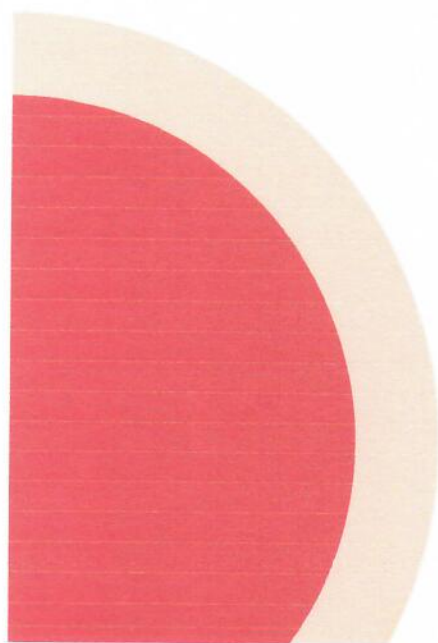
- Open multiple locations statewide in Florida, making Revive a recognized wellness brand.
- Expand the product line with branded wellness kits, at-home therapy tools, and supplements.
- Launch mobile wellness units serving schools, senior centers, corporate clients, and events across the state.

Impact goal: Revive becomes a leading example in the U.S. for combining therapeutic wellness with community education and accessibility.

2040

- Develop an international presence through franchises or flagship locations in wellness-focused cities globally.
- Introduce AI-driven personalized wellness programs integrating salt therapy, infrared sauna, sound healing, and health tracking.
- Collaborate with universities for research initiatives on holistic therapies for respiratory health, stress relief, and longevity.

Impact goal: Influence global wellness trends, promoting salt therapy and holistic health as scientifically validated, mainstream modalities.



LEASE AGREEMENT

O'Brien Real Estate LLC, a Florida limited liability company (the "Landlord"), and
Revive Salt Lounge LLC (collectively referred to as the "Tenant"), agree as follows:

Section 1. **Leased Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions contained in this lease agreement, the following described premises (the "Premises"):

That certain rental space known as 3624 S Atlantic Avenue, Suite 102, Daytona Beach Shores, Florida 32118, being a portion of the premises legally described on Exhibit "A" hereto; together with the right to use all drives, entrances and common areas on the premises described on Exhibit "A," with such use to be in common with other tenants and subject to such rules and regulation as may be promulgated by the Landlord from time to time.

Section 2. **Term.** The term of this lease shall commence on April 1, 2025, and end on March 31, 2028. First months rent and security deposit are due 2/15/2025 for a total of \$4,605.00.

Section 3. **Rent and Security Deposit.** The rent during the term of this lease shall be payable by Tenant to Landlord in monthly installments, due on the first day of each month, in advance, Without any prior demand therefore, as follows:

<u>Period</u>	<u>Monthly Rent</u>
04/01/2025 – 3/31/2026	\$2,250.00 + (\$135 Sales Tax)=\$2,355/mo
04/01/2026 – 3/31/2027	\$2,350.00 + (\$141 Sales Tax)=\$2,411/mo
04/01/2027 – 3/31/2028	\$2,500.00 + (\$150 Sales Tax)=\$2,650/mo

In the event that rent is not paid to Landlord by the fifth day of the month, Tenant shall pay a late penalty to landlord in the amount of ten percent (10%) of the total rent.

Security Deposit: \$2,250 Due 2/15/2025

Section 4. **Sales and Use Tax.** Tenant hereby covenants and agrees to pay to Landlord any sales, Use, or other tax, now or hereafter imposed upon any and all rents or other sums due and payable hereunder by the United States of America, the State of Florida, or any political subdivisions thereof (in addition to the payment of rent due under Section 3 of this lease), notwithstanding the fact that the applicable statute or ordinance may impose such tax on Landlord. Tenant shall make such payments on the same date when any rent payment is made to which the sales, use or other tax is attributable. The applicable Florida sales tax rate as of the effective date of this lease is six percent (6.0%).

Section 5. **Place of Payment.** Rent and any additional payments provided under this lease agreement shall be paid to: O'Brien Property Management, LLC, 100 Cessna Blvd., Suite H, Port Orange, FL 32128; or at such other place as may be designated by Landlord from time to time.

Section 6. **Use and Possession.** It is understood that the Premises are to be used by Tenant for only a personal service establishment or professional office. In the event Tenant uses the Premises for purposes not expressly permitted herein, Landlord may terminate this lease ten (10) days after prior written notice to Tenant of such improper use. All activities involving the Permitted Uses shall be performed or undertaken inside the building constituting the Premises. Tenant shall not use or permit the Premises to be used at any time for any illegal, immoral or improper purposes or permit any waste, nuisance, disturbance, noise or annoyance whatsoever detrimental to the Premises or to adjoining properties or their occupants. Tenant shall comply with all statutes, ordinances and regulations which may apply from time to time to Tenant's use and occupancy of Premises. In the event Tenant uses the Premises for purposes not expressly permitted herein, Landlord will provide notice to Tenant in writing of the alleged improper use advising Tenant it has thirty (30) days to cease the improper use. If Tenant fails to cease the improper use within thirty (30) days of receipt of Landlord's notice, Landlord will provide Tenant with a Final Notice of its intent to

terminate this lease, and may terminate this lease ten (10) days after such Final Notice is received by Tenant.

Section 7. **Utilities; Other Services; Real Property Taxes.** Tenant shall be responsible for the full and timely payment of telephone and all other utilities incurred through Tenant's use of the Premises and all deposits relating thereto. The Landlord shall be responsible for providing Tenant with water, sewer, and garbage removal services. Landlord shall be responsible for payment of real property taxes.

Section 8. **Maintenance, Repairs and Alterations.** Tenant, by entering into occupancy, accepts all visible electrical, plumbing, and other systems/components and fixtures within the Premises as being in good repair and condition. Tenant shall: (a) not cause or permit any waste, damage or injury to the Premises, (b) at its sole expense, maintain and repair the Premises (which shall include all electrical, plumbing and other systems/components of the Premises, except for roof and building structural components) in same condition as at the commencement of the lease term (ordinary wear and tear excepted) and (c) shall keep the interior and exterior of the Premises clean, orderly and free of debris or trash. Tenant shall be responsible for up to \$1,500 in HVAC maintenance and or the event the HVAC needs to be replaced. Tenant is required to have a bi annual AC maintenance service in place. Tenant shall pay Landlord all costs and expenses of repair or replacement of any damage or injury to all or any part of the Premises caused by Tenant or Tenant's agents, employees, invitees, licensees, or visitors, ordinary wear and tear excepted. Tenant shall only make such repairs or replacements to the Premises with the prior written consent of Landlord and under such conditions as Landlord shall direct. At the option of Landlord, and only with the prior written consent of Tenant, Landlord may make such repairs or replacements itself and if so, Tenant shall pay to Landlord the costs of same promptly upon demand by Landlord. Tenant shall permit Landlord or Landlord's designees to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Premises as and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the Premises. Except as otherwise provided hereunder, Landlord shall be responsible for all roof and building structural repairs of the Premises, including the awning on the

exterior of the Premises. Tenant shall make no alterations, modifications or changes without Landlord's prior written consent and only on such conditions as Landlord may require.

All alterations shall be performed by contractors first approved by Landlord. Any improvements installed in the Premises at any time, either by Tenant or by Landlord on Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the Premises. Improvements shall not include removable, trade fixtures, or equipment, installed by the tenant. Tenant shall have the right to remove any specialty improvements(i.e. Salt brick walls, salt panels, salt flooring) installed during the lease term provided the tenant restores the premises to a condition, reasonably similar to its state prior to installation.

Upon removal of installations as may be required by Landlord, Tenant shall immediately and at Tenant's expense, repair and restore the Premises to a good and serviceable condition suitable for general use and immediate occupancy by another tenant. If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Tenant, any mechanic's or other lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within fifteen (15) days after the Tenant receives notice of the filing of same. Notwithstanding any provision of this lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be constructed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises. Any lien filed against the Premises in violation of this paragraph shall be null and void and of no force or effect. In addition, Tenant shall indemnify and hold the Landlord harmless from and against any such lien and any costs, damages, charges and expenses, including, but not limited to, attorney's fees, incurred in connection with or with respect to any such lien.

Section 9. Damage or Injury to Tenant, Property and Persons on Premises. Landlord shall not be liable for damage to person or property sustained by Tenant or other persons due to any act or

event in or about the Premises that is proximately caused by neglect of Tenant. All tangible property brought on the Premises by Tenant shall be at Tenant's sole risk, and Landlord shall not be responsible for any theft or damage thereto, including damage to the Tenant's tangible property caused by fire or vandalism.

Section 10. **Insurance.** Fire, casualty or other insurance, if any, obtained by Landlord shall be solely for the benefit of Landlord at levels determined solely at Landlord's discretion. Tenant shall not have any claim or right to any proceeds thereof. Tenant shall be responsible for insuring its equipment, inventory and other tangible property brought onto the Premises. Tenant shall maintain in full force and effect throughout the lease term and any extension thereof, general public liability insurance naming Landlord as an additional insured, with such limits acceptable by Landlord from time to time but in no event less than \$1,000,000.00 in respect to death of, or bodily injury to, any person, or damage to property of any person. This public liability insurance shall require written notice be given to Landlord at least thirty (30) days prior to the expiration or termination thereof and shall be effected under enforceable policies and by insurers approved in writing by Landlord. Tenant shall deposit with Landlord originals or copies of such insurance policies at commencement of the lease term and shall deposit written proof in the form of insurer's certificates of renewal of such policies throughout the lease term.

Section 11. **Landlord's Right to Inspect and Display.** Landlord shall have the right during regular business hours without prior notice, or at any other time after giving one (1) day prior notice to Tenant, to enter the Premises for the purpose of examining or inspecting same for proper use and the existence of any conditions in need of repair, maintenance or replacement. Landlord shall have the right to the enter the Premises at any time after giving one (1) day prior notice to Tenant for the purpose of making any such repairs, maintenance or replacements therein as Landlord shall deem necessary, the cost and expense of which Landlord may be able to recover from Tenant if otherwise provided for under this lease. Landlord shall also have the right within sixty (60) days prior to the termination of this lease to: (a) display a "For Rent" sign or notice in the window(s) and/or door(s) of the Premises and (b) enter the Premises at any time for the purpose of

displaying the Premises to prospective tenants.

Section 12. **Damage or Destruction.** In the event the Premises are damaged by fire or other casualty (not caused by the acts or omissions of Tenant or its agents, employees, invitees or licensees) and the damage is so extensive as to make it commercially unfeasible for Tenant to conduct Tenant's business on the Premises, then Landlord shall have a reasonable period within which to repair the Premises and render the Premises tenantable, if the Landlord elects to do so. The rent shall be completely abated until the Premises are restored by Landlord so as to make resumption of Tenant's occupancy feasible, except if due to the negligence of Landlord or its agents acting on its behalf. Landlord shall not be liable for any damage to or any inconvenience or interruption of business of Tenant or any of its employees, agents, or invitees occasioned by fire or other casualty. If Landlord elects not to restore the Premises to the condition of Premises prior to the occurrence of the fire or other casualty so as to make Tenant's occupancy feasible after such fire or other casualty, then either Landlord or Tenant may cancel this lease by delivering a writing, evidencing such intent to cancel, to the other party.

Section 13. **Condemnation.** If during the term of this lease the whole or any substantial part of the Premises is taken by eminent domain or private purchase in lieu thereof, this lease shall terminate as of the date of the entering of a final order of taking or the date of the closing of the purchase in lieu thereof, and rent shall abate for the unexpired portion of this term as of the date of such termination. All proceeds of any such taking or purchase shall belong to Landlord.

Section 14. **Assignment or Subletting.** Tenant may with written consent of Landlord, which consent may be withheld in Landlord's absolute and sole discretion:

- a. Assign, encumber, dispose of, or convey this lease or any interest thereunder;
- b. Allow any assignment, subletting, or transfer hereof as a result of any lien upon Tenant's interest, by operation of law, by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings;

liable hereunder, Landlord shall be entitled to have and recover interest thereon from Tenant at the highest rate allowed by law accruing from the date any such payment is due.

Section 17. **Subordination.** Tenant accepts this lease subject and subordinate to any presently outstanding mortgages, and this lease shall be subject and subordinate to the lien of any other mortgages which may at any time hereafter become a lien or liens on the Premises. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents that may be required by any mortgagee or mortgagor for the purpose of subjecting and subordinating this lease to the lien of any such mortgages, and the failure of Tenant to execute any such instruments, releases or documents shall constitute a default hereunder. In case of the failure of Tenant to execute such instruments or papers on demand, Tenant appoints Landlord as attorney-in-fact and agent of Tenant authorized to execute such releases, instruments or other documents and in any such event, Tenant hereby confirms and ratifies any such instruments as executed by virtue of this power of attorney.

Section 18. **Indemnification.** Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of Tenant, Tenant's employees, agents, licensees, guests, invitees, or otherwise by reason of Tenant's negligence of the Premises or because of fire, flood, windstorm or for any other Act of God. Tenant agrees to indemnify and save harmless Landlord from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of Tenant's use of the Premises or by reason thereof or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises during the lease term providing, however, that Tenant shall not indemnify as to loss or damage due to Landlord's gross negligence.

Section 19. **Events of Default and Landlord's Remedies.** All rights and remedies of Landlord enumerated in this lease shall be cumulative and any remedy or right of Landlord expressed in this lease shall not be in derogation of any other right or remedy of Landlord allowed by law or

provided in this lease. Landlord's rights and remedies shall include but not be limited to the following:

a. If Tenant fails to pay rent on or before the fifth (5th) day of the month then Tenant shall be in default and Landlord shall be entitled to the ten percent (10%) late penalty described in Section 3 and the payment of interest described in Section 16. If Tenant fails to pay rent on or before the fifteenth (15th) day of the month then Landlord may also, if Landlord so elects, and with or without notice of such election and with or without any demand whatsoever, either terminate this lease and Tenant's right to possession of the Premises, or without terminating this lease, terminate Tenant's right to possession of the Premises, but Tenant shall remain liable for unpaid rent and damages as permitted by law or as provided for herein.

b. Unless otherwise provided in this lease, if Landlord provides written notice to Tenant that Tenant is in default of the prompt and full performance of any provision of this lease (other than the payment of rent, which is governed by Section 19(a) of this lease) and Tenant does not cure such default to the full satisfaction of Landlord within thirty (30) days of such written notice then Landlord may, if Landlord so elects but not otherwise, either terminate this lease and Tenant's right to possession of the Premises, or without terminating this lease, terminate Tenant's right to possession of the Premises, but Tenant shall remain liable for damages as permitted by law or as provided for herein.

c. Upon any termination of this lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the lease, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord and, without prejudice to any other remedy which Landlord may have, Tenant does hereby grant to Landlord in such event, full and free license to enter into and upon the Premises with or without process of law to repossess the Premises and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Landlord's rights to rent or any other right given to Landlord hereunder or by operation of law.

d. Tenant hereby irrevocably appoints Landlord as agent and attorney-in-fact

of Tenant, to enter upon the Premises in the event of any default by Tenant and upon 30 days; written notice to Tenant (and if applicable, the failure to cure such default as provided in this Section) that results in Landlord's right to terminate this lease and/or Tenant's right to possession of the Premises as provided in this Section, to remove any and all furniture and personal property whatsoever situated upon the Premises. Any property of Tenant not removed from the Premises after the end of the term, however terminated, and all property which may be removed from the Premises by Landlord pursuant to the authority of this lease or of law, and to which Tenant is or may be entitled, may be entitled, may be handled, removed, or stored by Landlord at the risk, cost, and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Landlord may place such property in storage for the account of, and at the expense of Tenant, and if Tenant fails to pay the cost of storing such property after it has been stored for a period of thirty (30) days after written notice is given to Tenant at the address contained in this lease or any subsequently agreed address for notice purposes, Landlord may sell any or all of such property, at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, and shall apply the proceeds of such sale first to the costs and expenses of such sale, including reasonable attorneys' fees; second, to the payment of costs and charges of storing any property; third, to the payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any terms hereof; and, fourth, the balance, if any, to Tenant. The removal and storage of Tenant's property, as above provided, shall not constitute a waiver of Landlord's lien thereon.

Section 20. **Notices.** Notices to the respective parties shall be addressed as follows:

Landlord: Tenant:

O'Brien Property Management, LLC

100 Cessna Blvd., Suite H

Port Orange, FL 32128

Any notice or demand shall be deemed given when delivered if served personally or as of the date deposited in any post office box regularly maintained by the United States Postal Service if mailed.

Section 21. **Landlord's Lien.** As additional security for Tenant's payment of rent, damages, and all other payments required to be made by this lease, Tenant hereby grants to Landlord a lien upon all property of Tenant now or subsequently located upon the Premises. If Tenant abandons the Premises or is in default in the payment of any rentals, damage, or other payments required to be made by this lease, or is in default with respect to any other provision of this lease, Landlord may take any action in regard to Tenant's property available to it in the State of Florida. The proceeds of the sale of the personal property shall be applied by Landlord toward the cost of the sale and then toward the payment of all sums then due by Tenant to Landlord under the terms of this lease.

Section 22. **Partial Invalidity.** If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and such term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 23. **Revisions.** This lease may only be altered, changed, or amended by an instrument in writing signed by both Landlord and Tenant.

Section 24. **Non-Reinstatement.** No receipt of money by the Landlord from Tenant after the termination of this lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Premises shall reinstate, continue, or extend the term of this lease or affect any such notice, demand, or suit.

Section 25. **Landlord-Tenant Relationship.** Nothing herein contained shall be construed as

making Tenant the Landlord's agent, or of making Landlord and Tenant either partners or co-venturers, it being understood that the method of calculating rent has not created any relationship between the parties other than lessor and lessee.

Section 26. **Common Areas.** The Common Areas shall at all times be subject to the exclusive control and management of Landlord; and Landlord shall have the right from time to time to change, enlarge, diminish or rearrange the area, level, location and arrangement of the Common Areas and the buildings located thereon and do such things from time to time as in Landlord's sole discretion may be necessary regarding the Common Areas. Landlord may temporarily close any part of the parking facilities or other portions of the Common Areas for such period of time as may be necessary for (i) temporary use as a work area in connection with the construction, repairs or maintenance of buildings or other improvements within the property, (ii) repairs or alterations in or to the Common Areas or to any sewers, utility facilities or distribution lines located within the Common Areas, (iii) security reasons, or (iv) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas as in the use of good business judgment the Landlord shall determine to be appropriate for the property, provided however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's business. Further, Landlord reserves the right to utilize the lighting standards and other areas in the parking lot (and common mall area, if applicable) for advertising purposes.

Section 27. **Successors and Assigns.** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto, it being agreed however that no assignment, sublease, or other agreement or practice in violation of the provisions of this lease shall vest any right or title in or to this lease or to the leasehold estate created hereby.

Section 28. **Non-Waiver.** No waiver of any covenant or condition of this lease by either party shall be deemed to imply or constitute a further waiver of any other covenant or condition of this lease.

Section 29. **Construction of Language.** The terms "lease," "lease agreements," or "agreement" shall be inclusive of each other, also to include renewals, extensions, or modifications of the lease. Words of any gender used in this lease shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular when the sense requires. The paragraph headings and titles are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

Section 30. **Entire Agreement.** This lease contains and embodies the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect, and that same may not be modified, changed, or terminated, in whole or in part, orally or in any other manner than by an agreement in writing duly signed by all of the parties hereto. The Landlord and Tenant agree that any prior agreement, arrangement or understanding between the Landlord and Tenant as to the Premises has been terminated or fully replaced by this lease agreement.

Section 31. **Laws; Governmental Regulations.** Tenant acknowledges the existence of federal, state and local laws, regulations, and guidelines and that additional laws, regulations and guidelines may hereafter be enacted or go into effect, relation to or affecting the Premises, concerning the impact on the environment of construction, land use, the maintenance and operation of structures, and the conduct of business. Tenant will not cause, or permit any act or practice, intentionally or by negligence, omission, or otherwise, that would adversely affect the environment, or do anything to be done that would violate any of said laws, regulations, and guidelines. Tenant shall have no claim of violation of this Lease or otherwise against landlords by reason of any changes made to the Premises pursuant to said laws, regulations, and guidelines from time to time. Tenant shall not use or permit the use of the Premises for the generation, storage, treatment, use transportation or disposal of any chemical, material, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local or other governmental authority or which even if not so

regulated, may or could pose a hazard to the health and safety or the other tenants and occupants of the Landlord's property or adjacent property. If any such chemical, material or substance is used upon the Premises in the ordinary course of Tenant's permitted business, Tenant shall not use such chemical, material or substance in a hazardous manner. In the event of any use in violation of this provision Tenant will remove, or cause to be removed, such material at its own expense and will indemnify Landlords for any loss or expense, including reasonable attorney's fees, it suffers as a result of the violation. Tenant's liability for such indemnification is not limited by any exculpatory provision in this Lease, and shall survive any cancellation or termination of the Lease or transfer of Landlord's interest in the Premises. IN WITNESS WHEREOF, Tenant and Landlord have caused this lease agreement to be executed this 6th day of February, 2025.

LANDLORD:

O'Brien Real Estate, LLC

By:

Patrick O'Brien

dotloop verified
02/06/25 11:35 AM EST
Q9EX-UIEJ-ZKQO-8FVB

Patrick O'Brien

TENANT:

Revive Salt Lounge LLC

By:

Angie Gonzalez

dotloop verified
02/05/25 6:26 PM EST
XSTL-D5SS-P1II-QZIO

Angie Gonzalez

Exhibit A

Parcel ID# 630205100110





WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2024 Paid Real Estate

PROPERTY ADDRESS: 3624 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118
LEGAL DESCRIPTION: E 105 FT OF LOTS 11 & 12 BLK 10 OCEAN VIEW SEC HALIFAX ESTAT
ES MB 11 PG 100 PER OR 3061 P
See Additional Legal on Tax Roll

OBRIEN REAL ESTATE LLC
6418 HIGHFIELD VLG DR
PORT ORANGE, FL 32128

PARCEL: 630205100110
ALTERNATE KEY : 3569148
MILLAGE CODE: 403
TAX YEAR: 2024

Pay Online

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Paid By Patrick OBrien
11/25/2024
Receipt # WWW-24-0019999
\$10,685.54

Pay online at vctaxcollector.org/online
WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2024				
Discount					
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	3.20070	669,114	0	669,114	2,141.63
VOLUSIA COUNTY PUBLIC SAFETY FUND	1.59940	669,114	0	669,114	1,070.18
VOLUSIA COUNTY LIBRARY	0.38910	669,114	0	669,114	260.35
VOLUSIA FOREVER	0.20000	669,114	0	669,114	133.82
VOLUSIA ECHO	0.20000	669,114	0	669,114	133.82
VOLUSIA COUNTY MOSQUITO CONTROL	0.16470	669,114	0	669,114	110.20
PONCE INLET PORT AUTHORITY	0.06920	669,114	0	669,114	46.30
SCHOOL	5.28500	669,114	0	669,114	3,536.27
DAYTONA BEACH SHORES	4.58800	669,114	0	669,114	3,069.90
ST JOHNS WATER MANAGEMENT DIST	0.17930	669,114	0	669,114	119.97
FLORIDA INLAND NAVIGATION DIST	0.02880	669,114	0	669,114	19.27
HALIFAX HOSPITAL AUTHORITY	0.73090	669,114	0	669,114	489.06

TOTAL MILLAGE RATE: 16.63510 TOTAL TAXES: \$11,130.77

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY TELEPHONE RATE PER UNIT AMOUNT

TOTAL ASSESSMENTS: \$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: \$11,130.77

Make check payable & mail to:

Will Roberts - Tax Collector
123 W. Indiana Ave., Room 103
DeLand, FL 32720

(386) 736-5938 | taxcollector@vctaxcollector.org

PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

Pay online at vctaxcollector.org/online

2024 Paid Real Estate

PARCEL: 630205100110
ALTERNATE KEY : 3569148
TAX YEAR: 2024

PROPERTY ADDRESS:

3624 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118

OBRIEN REAL ESTATE LLC
6418 HIGHFIELD VLG DR
PORT ORANGE, FL 32128

Please do not staple, tape, or paperclip your payment to this stub. TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2024				
Please Pay	\$0.00				

TaxSys



PLEASE DO NOT WRITE ON THIS STUB

Receipt # WWW-24-0019999 \$10,685.54
Paid 11/25/2024

Important information – Please read carefully

The statement, “**Prioryear taxes are due. Please call (386) 736-5938.**” indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur advertising and auction listing fees. **A tax certificate (lien) also will be sold by June 1.** Payment must be made in certified funds after a tax certificate is issued.

Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and **a warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become subject to **seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Tax Collector. For tangible personal property, **if you were the owner as of January 1 of the tax year**, you may be responsible for paying the taxes **even if you have closed the business.**

Notice to taxpayers entitled to homestead exemption: If your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt. The deferred amount will earn interest and **must be paid at a later date.** Information and application to determine eligibility are available at any Tax Collector office location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Tax Collector office by **April 30.** Installment applications can be found online at vctaxcollector.org/online. To obtain a paper application, please visit vctaxcollector.org/taxes or visit any Tax Collector office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The levying authorities are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address and legal description. You may reach the Property Appraiser's Office at (386) 736-5901 or vcpa@volusia.org.

The **Tax Collector** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities.

Important dates to remember

March 1 Deadline to file for exemptions for the next tax year. Application is filed with the Volusia County Property Appraiser's office.

March 31 Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Tax Collector.

March 31 Last day for full payment without penalty. Also the final day for making partial payments. Unpaid balances become delinquent April 1.

April 30 Deadline for new quarterly installment plan applications for the next tax year. Must be filed with the Tax Collector. No need to reapply if you participated in the plan during the previous tax year and made timely payments.

Important payment information

- Please do not staple, tape, or paperclip your payment to this stub.
- Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.
- Verify that you have signed the check made payable to: **Will Roberts - Tax Collector.**
- Please use the enclosed return envelope if you choose to mail your payment or mail to:

Will Roberts - Tax Collector 123 W. Indiana Avenue Room 103 DeLand, FL 32720

Have your bill sent directly to your inbox!

Visit vctaxcollector.org/online to sign up.

vctaxcollector.org

(386) 736-5938

	Revive Salt Lounge								
		Rent	Discount %		Total	Pd by Grantee	Pd by City	Paid	Acct. #
1	10/1/2025	2,250.00	20%	450.00	450.00				
2	11/1/2025	2,250.00	20%	450.00	900.00				
3	12/1/2025	2,250.00	20%	450.00	1,350.00				
4	1/1/2026	2,250.00	20%	450.00	1,800.00				
5	2/1/2026	2,250.00	20%	450.00	2,250.00				
6	3/1/2026	2,250.00	20%	450.00	2,700.00				
7	4/1/2026	2,350.00	20%	470.00	3,170.00				
8	5/1/2026	2,350.00	20%	470.00	3,640.00				
9	6/1/2026	2,350.00	20%	470.00	4,110.00				
10	7/1/2026	2,350.00	20%	470.00	4,580.00				
11	8/1/2026	2,350.00	20%	470.00	5,050.00				
12	9/1/2026	2,350.00	20%	470.00	5,520.00				
13	10/1/2026	2,350.00	30%	705.00	6,225.00				
14	11/1/2026	2,350.00	30%	705.00	6,930.00				
15	12/1/2026	2,350.00	30%	705.00	7,635.00				
16	1/1/2027	2,350.00	30%	705.00	8,340.00				
17	2/1/2027	2,350.00	30%	705.00	9,045.00				
18	3/1/2027	2,350.00	30%	705.00	9,750.00				
19	4/1/2027	2,500.00	30%	750.00	10,500.00				
20	5/1/2027	2,500.00	30%	750.00	11,250.00				
21	6/1/2027	2,500.00	30%	750.00	12,000.00				
22	7/1/2027	2,500.00	30%	750.00	12,750.00				
23	8/1/2027	2,500.00	30%	750.00	13,500.00				
24	9/1/2027	2,500.00	30%	750.00	14,250.00				
25	10/1/2027	2,500.00	10%	250.00	14,500.00				
26	11/1/2027	2,500.00	10%	250.00	14,750.00				
27	12/1/2027	2,500.00	10%	250.00	15,000.00				
28	1/1/2028	2,500.00	10%	250.00	15,250.00				
29	2/1/2028	2,500.00	10%	250.00	15,500.00				
30	3/1/2028	2,500.00	10%	250.00	15,750.00				
31	4/1/2028	2,500.00	10%	250.00	16,000.00				
32	5/1/2028	2,500.00	10%	250.00	16,250.00				
33	6/1/2028	2,500.00	10%	250.00	16,500.00				
34	7/1/2028	2,500.00	10%	250.00	16,750.00				
35	8/1/2028	2,500.00	10%	250.00	17,000.00				
36	9/1/2028	2,500.00	10%	250.00	17,250.00				

CITY OF DAYTONA BEACH SHORES COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT WITH REVIVE SALT LOUNGE

THIS COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the City of Daytona Beach Shores, Florida, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the “CITY”, and Revive Salt Lounge, a Florida Limited Liability Company, hereinafter referred to as “GRANTEE”.

WITNESSETH:

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

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

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or new or existing tenants of commercial businesses in the CITY, subject to specific dollar

limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, building façade improvements, structural alterations and/or beautification; and

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

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

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

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

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

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

Name of Business: Revive Salt Lounge

Located at: 3624 S Atlantic Avenue, Daytona Beach Shores, FL 32169

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

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

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

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

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

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

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

continuing throughout the term of this Agreement; and

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

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

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

8. The GRANTEE shall immediately notify the City Manager if the lease is terminated or if Grantee has received notice of a default from the Landlord.

9. The GRANTEE shall immediately notify the City Manager if the GRANTEE cannot faithfully execute the terms of this agreement or any term or condition of the subject grant approval imposed by the City Council.

(B). The GRANTEE shall be in default of this agreement under any of the following conditions:

1. The GRANTEE fails to operate the business pursuant to the grant application and business plan provided to the City Council for the consideration of this grant agreement; or

2. The GRANTEE fails to operate the business pursuant to any term or condition imposed by the City Council in the approval of this grant agreement; or

3. The GRANTEE is in violation of any term or condition in this Agreement.

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

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

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of \$17,250.00 based on the following formula:

1. For the first year of the Lease Subsidy Grant: Monthly rent times 20%. Total year one disbursement shall not exceed \$5520.

2. For the second year of the Lease Subsidy Grant: Monthly rent times 30%. Total year two disbursement shall not exceed \$8730.

3. For the third year of the Lease Subsidy Grant Monthly rent times 10%. Total year three disbursement shall not exceed \$3000.

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

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

SECTION 7. DEFAULT.

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

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

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

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

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

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

(B). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

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

(F). Failure by the GRANTEE to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The GRANTEE shall promptly provide the CITY with a copy of

any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

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

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

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

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

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable

attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

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

SECTION 15. INTERPRETATION. The CITY and the GRANTEE agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. MODIFICATION. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the GRANTEE and executed by all parties to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have hereunder executed this

Agreement in the date and year first above written.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Michael Fowler
Interim City Manager

Approved as to form:

CITY ATTORNEY

ATTEST:

Revive Salt Lounge

:

Economic Development Committee

October 20, 2025

Present: Stewart Cruz, Michael Fowler, Lory Irwin, Nancy Maddox, Mark Card and Cheri Schwab. Attorney Becky Vose was present via the telephone.

Committee members reviewed the application for Revive Salt Lounge. The applicants are seeking a lease subsidy grant to open a spa at 3624 S. Atlantic Avenue. The applicant, Angie Gonzalez shared her business plan, offerings, hours of operation, and the lease with the committee. All questions were answered, and the applicant was advised that the application is subject to City Commission approval. Comm. Card moved, seconded by ICM Fowler to recommend approval for the lease subsidy grant to Revive Salt Lounge in the following increments: First Year 20%, Second Year 30% and Third Year 10%. The motion was unanimously approved.



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Nancy Maddox, Recreation Director
PREPARED BY: Nancy Maddox, Recreation Director
SUBJECT: Road Closure Approval for Sun and Shores Art Show

SYNOPSIS:

Staff requests City Commission approval to temporarily close Bellemead Drive and a portion of Oceans West Boulevard beginning Saturday, February 7, 2026, at 6:00 AM through Sunday, February 8, 2026, at 6:00 PM to accommodate the first annual Sun and Shores Arts Festival.

The event will take place Saturday from 9:00 AM to 4:00 PM and Sunday from 10:00 AM to 4:00 PM and will feature approximately 75 artists, 5 food trucks, and a children's sidewalk art activity in partnership with RJ Longstreet Elementary School and art teacher Jane Failer. There will be a \$200 fee for artists to participate in the show.

This juried art show will include awards such as Best in Show and category recognitions. The festival aims to celebrate local and regional artists while promoting community engagement, tourism, and cultural enrichment within the city.

All public safety, sanitation, and traffic control plans have been coordinated with the Public Safety and Community Services to ensure safe and efficient event operations. Attached is a map of the proposed road closure and the tent set up.

FISCAL IMPACT STATEMENT:

No fiscal impact as this was included in the budget.

BACKGROUND:

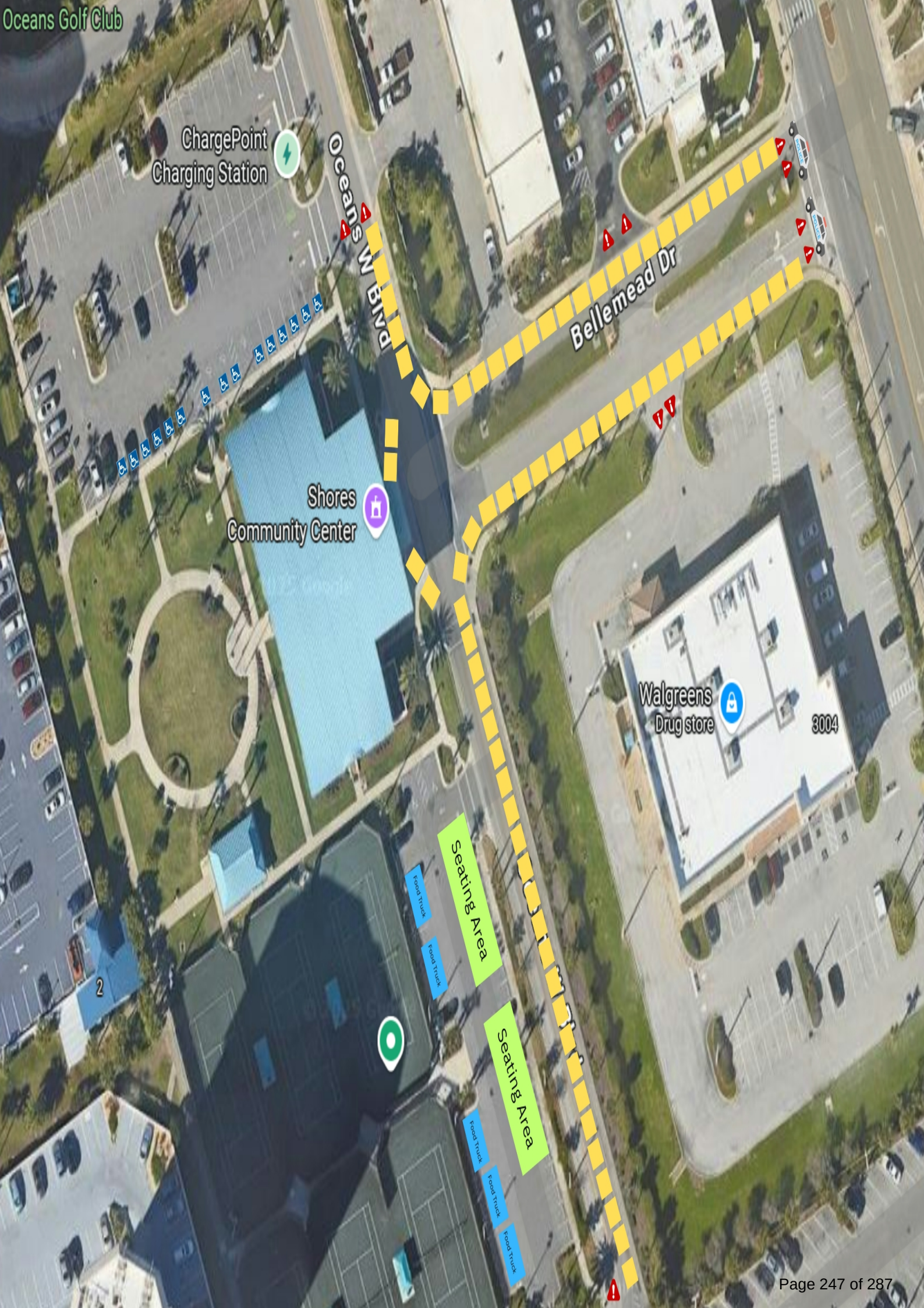
LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

1. I move to approve the temporary closure of Bellemead Drive and a portion of Oceans West Boulevard from 6:00 AM Saturday, February 7, 2026, through 6:00 PM Sunday, February 8, 2026, for the Sun and Shores Arts Festival, as recommended by staff." or
2. I move to deny the temporary closure of Bellemead Drive and a portion of Oceans West Boulevard....on the basis of....."

ATTACHMENT: 1. Sun and Shores Art Festival Layout_



ChargePoint
Charging Station

Oceans W Blvd

Bellemead Dr

Shores
Community Center

Walgreens
Drug store

3004

Seating Area

Seating Area

Food Truck

Food Truck

Food Truck

Food Truck

Food Truck



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Becky Vose, City Attorney

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Individual Petitions filed by Resident "Lonnie Groot" Related to the following:

- i) Citizen Boards and Committees
- ii) Reestablishment of Abandoned Parks & Recreation Programs
- iii) Use of Community Center and Cost/Benefit Analysis of Programs
- iv) City Commissioner Time Expended on City Business
- v) City Commission Transparency
- vi) Public Safety Administration and Management
- vii) City Commission Ethics
- viii) Humility in Government
- ix) City Awards and Publications
- x) Support For the Arts Program

SYNOPSIS:

For consideration is a series of ten (10) Petitions (collectively the "Petitions") filed by a resident and elector of the City pursuant to Section 2-3 of the City Code of Ordinances. Upon the announcement of this item, public comment should be requested. Pursuant to Resolution 2019-09, each public comment is limited to 3 minutes.

FISCAL IMPACT STATEMENT:

None.

BACKGROUND:

The City is in receipt of a series of ten "Petitions" submitted pursuant to Section 2-3 of the City Code, which permits written petitions to the City Commission for consideration of various policy or procedural matters. The Petitions were submitted by a current resident and elector in Daytona Beach Shores (hereinafter "Petitioner") who previously served as the City Attorney for Daytona Beach Shores. The law firm that served as the City Attorney for Daytona Beach Shores prior to the Vose Law Firm served from approximately January 2001 through May 2020, and the Petitioner acted as City Attorney on behalf of that prior law firm for a substantial period of that time.

The Petitions—covering topics such as transparency, ethics, public safety management, recreational programs, the reinstatement of certain citizen boards and committees, and a request for the City to

urge the County to overturn the County's position as to funding of arts programs—are included in this agenda packet as Petitions 1 through 10 under this single agenda item for consideration and formal receipt by the City Commission. The subject matters of the Petitions are as follows:

1. Citizens Boards and Committees – A request to reverse the results of Ordinance 2019-05, (drafted by and presented by Petitioner while City Attorney in June 2019), which eliminated certain citizen boards and committees, and to reinstate the Code Enforcement Board which was eliminated when Petitioner was City Attorney.
2. Community Center and Recreational Programs and Events
3. City Commission Transparency
4. Missing Parks and Recreation Programs
5. Public Safety Administration and Management
6. City Commission Ethics
7. City Awards and Publications
8. Humility in Government
9. Time Expended
10. Urge Volusia County Council to Fund Arts Programs

LEGAL REVIEW:

While the Petitions were submitted pursuant to Section 2-3 of the City Code, none raise issues that are legally defective or in violation of the Charter, Code, State or Federal law, or ethical requirements. Each Petition instead reflects policy viewpoints and personal opinions regarding how the City should prioritize or handle certain programs or functions, or whether to urge the County to take certain action. It should be noted that a City Attorney does not have the authority to impose the attorney's own policies or personal preferences upon a City, but certainly has the obligation to identify illegal or unethical policies and procedures.

Section 2-3 of the City Code provides for the submission of petitions for Commission consideration; however, it does not require Commission action beyond formal receipt—which is accomplished by putting the Petition on the Agenda—unless a Commissioner chooses to discuss one or more of the Petitions. Accordingly, the Petitions do not require formal action by the City Commission. Their contents have been reviewed by the City Attorney's Office to ensure that no legally substantive issues require separate legal or procedural consideration. Should a City Commissioner wish to discuss or implement any action requested in one or more of the Petitions, it would be appropriate for that Commissioner to make a motion to discuss the issue. Any number of such motions addressing different Petitions would be appropriate if desired.

RECOMMENDATION:

SUGGESTED MOTION:

(if a change in City policy as requested in a Petition is desired): "I move to discuss Petition Number '___'." If there is no desire to change existing City policy as requested in a Petition, no motion is required. If no motions are made, the Petitions will merely become part of the public records of the City.

ATTACHMENT: 1. Petition City Commission Citizens Boards And Committees

2. Petition For Missing Parks And Recreation Programs
3. Petition City Commission Community Center And Recreational Programs And Events
4. Petition-Time Expended- Edited
5. Petition For City Commission Transparency
6. Petition For Public Safety Administration And Management
7. Petition Relating To City Commission Ethics
8. Petition-City Commission-Humility In Government
9. Petition-City Awards And Publications
10. Petition Relating To Support For The Arts

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO CITIZEN BOARDS AND COMMITTEES

COMES NOW the Petitioner, NAME, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores* (*City Code*) and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The City has engaged in a practice of eliminating boards and committees consisting of citizens to make decisions and to provide recommendations to the City Commission.

(6). The Petitioner has provided proposals that pertain to the matters set forth herein in an informal manner, but has never received any response as would normatively occur when a citizen communicates with her or his elected officials..

(7). The Petitioner petitions the City Commission to take the following actions:

Revive the practice of engaging City government with citizen committees.

Reestablish the citizens Code Enforcement Board (CEB) which was, without a doubt, the best operating CEB in Central Florida, but to include the former Culture and Entertainment Board, the Beautification Committee and other such bodies relating to other matters such as the establishment of a Parks and Recreation Committee to review and advise the City Commission relating to proposed park plans such as the plans submitted at the September 23, 2025 meeting of the City Commission (which is the entity which should have worked with the City's consultant to develop any master plan), a Public Art Committee to act as is commonly being done throughout

Florida and the Nation to develop an art program in the City to consider matters such as utility box art and mural programs as are being implemented in many local governments, and a Budget Committee to review the City budget and make proposals. (The Petitioner is certain that tax cuts are feasible in City government).

(8). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 12th day of October, 2025 to be heard at the City Commission's meeting of November 4, 2025.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO THE REESTABLISHMENT OF ABANDONED PARKS AND RECREATION PROGRAMS

COMES NOW the Petitioner, **NAME**, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores* (*City Code*) and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). Approximately in the year 2018, the City of Daytona Beach Shores abandoned previously implemented Parks and Recreation Programs to include those such as historical lectures, the St. Patrick's Day dinner and concert by Irish-oriented entertainers, an Oktoberfest dinner with a band playing German music, a chili cookoff contest, historical figure lectures, an art show, concerts and shows in the Community Center such as a Beatles tribute group and a magician, travel lectures by travel professionals, pickle ball tournaments, etc.. Indeed, the City scheduled day trips and tours in which City residents could participate. Again, those programs have been abandoned by the City to the harm and detriment of the citizens of the City.

(6). The City of Daytona Beach Shores can and should reinstitute the active programs such as those referenced in the prior paragraph and is hereby petitioned to do so in an immediate fashion.

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 12th day of October, 2025 to be heard at the City Commission's meeting of November 4, 2025.

Lonnie N. Groot

Lonnie Groot

Groot Law

3047 South Atlantic Avenue

Suite 1103

Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO USE OF COMMUNITY CENTER AND COST/BENEFIT ANALYSIS OF PROGRAMS

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The City has engaged in a practice of charging citizens of the City of Daytona Beach Shores for using the Community Center and has not engaged in cost/benefit analyses relating to the recreational programs of the City.

(6). The Petitioner petitions the City Commission to take the following actions:

(a). Enhance the use of the Community Center by allowing residents and City condo associations and clubs to use the Community Center facility without cost subject only to a clean-up deposit.

(b). Similarly, the expanded use of the Community Center for recreational events should occur.

(c). With regard to City of Daytona Beach Shores recreational programs and facilities generally, the City shall implement a cost/benefit analysis for each City event and program calculating the costs of the event or program and the income derived to the City and its community as well as a calculation of the attendees and users of the event or program broken down by the residents and non-residents involved in the event of program.

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 24th day of October, 2025 to be heard at a City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* when the Petitioner files a supplemental provision in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO CITY COMMISSIONER TIME EXPENDED ON CITY BUSINESS

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The Petitioner petitions the City Commission to take the following action:
Provide that the Mayor and City Commission shall provide a monthly report detailing all time expended on City business and to document, with specificity, all absences from City meetings.

(6). Failure to address the matter proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 24th day of October, 2025 to be heard at a City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* when the Petitioner files a supplemental provision in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO TRANSPARENCY AND OPENNESS IN GOVERNMENT

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The City should be an open and transparent government in an unhesitating and comprehensive manner and as an example throughout the State of Florida.

(6). The Petitioner petitions the City Commission to take the following actions:

(a). Enact an ordinance that requires the Mayor and City Commissioners to disclose all of their communications with other Members of the City Commission, occurring by any means, regardless of whether the communications occur at City Hall or through any person indirectly.

(b). Make all City texts and emails available to the public on the City's website with those occurring between the Mayor and City Commissioners, or between conduits, being flagged and shown first.

(c). Disclose all City staff salaries on the City website is as done with government employees employed by State government.

(d). Disclose all City contracts and other expenditure documents on the City website.

(e). Require all City Commission agendas to fully disclose the matter to be considered and for the legal review to provide a detailed analysis of compliance with all provisions of the *City Charter* and the *City Code*.

(f). Require each City Commission agenda item to be accompanied by an agenda memorandum which details the action to be taken, a legal review of the matter and a fiscal impact analysis of the item.

(g). Establish precise days and time for City Commission work sessions that are held at times convenient for public attendance and participation with full disclosure of all matters to be discussed.

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 24th day of October, 2025 to be heard at a City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* when the Petitioner files a supplemental provision in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO ENHANCEMENTS TO PUBLIC SAFETY ADMINISTRATION AND MANAGEMENT IN CITY GOVERNMENT

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The City should provide for modifications in the City's public safety functions.

(6). The Petitioner petitions the City Commission to take the following actions:

(a). Propose a City Charter amendment that provides that City government has 2 departments; (1). a department of management managed by a manager (currently the City Manager), and (2). a department of public safety managed by a manager (police chief/fire chief/emergency manager); with both managers reporting to the City Commission. This is the St. Augustine Beach modelⁱ and reflects the fact that the City budget is heavily influenced by law enforcement and fire functions in any event.

(b). Propose a *City Charter* amendment which provides for a citizens committee which continually studies law enforcement and fire employee salaries with the goal of continually making the City the most desirable and competitive local government in Volusia County, at least.

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 24th day of October, 2025 to be heard at a City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* when the Petitioner files a supplemental provision in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission.

Lonnie N. Groot

Lonnie Groot
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3047 South Atlantic Avenue
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Daytona Beach Shores, Florida 32118

Sec. 1-8. City manager.

The city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications as determined by the city commission. The current city manager at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city manager, all subsequent city managers shall be appointed or removed by a majority vote of the full city commission for an indefinite term, and may be removed at any time by a majority vote of the full commission. Action to remove the city manager shall be considered final, and the manager shall have no vested rights in his or her office other than those specifically provided in this Charter or by contract. Notwithstanding the action taken by the city commission to remove the manager, the city commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the city manager.

The city manager need not be a resident of the city at the time of appointment. Within six months of appointment, the city manager shall reside in the city unless the city commission waives this requirement. The manager's compensation shall be fixed by the city commission. Such compensation shall not be reduced during the manager's tenure except as a part of a general salary cutback applicable to all city employees.

The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by or under the charter. The city manager shall:

- (1) Appoint and suspend or remove all city employees and appointive administrative officers provided for, by, or under this Charter, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter. The city manager may authorize any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;

-
- (2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law;
 - (3) Assure that a written annual evaluation is conducted on all employees subject to the manager's direction and supervision. The manager may delegate performance of the evaluations to personnel at the appropriate supervisory level;
 - (4) Attend all city commission meetings. The city manager shall have the right to take part in discussion, but shall not vote;
 - (5) See that all laws, provisions of this Charter, and acts of the city commission, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed;
 - (6) Prepare and submit the annual budget and capital program to the city commission and implement the final budget approved by the commission to achieve the goals of the city;
 - (7) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
 - (8) Make such other reports as the city commission may require concerning operations;
 - (9) Keep the city commission fully advised as to the financial condition and future needs of the city;
 - (10) Countersign all contracts made on behalf of the city or to which the city is a party;
 - (11) Countersign all bonds, certificates, or other evidences of indebtedness of the city and keep an accurate account thereof;
 - (12) Make recommendations to the city commission concerning the affairs of the city and facilitate the work of the city commission in developing policy;
 - (13) Provide staff support services for the mayor and commissioners;
 - (14) Assist the commission to develop long term goals for the city and strategies to implement these goals;
 - (15) Encourage and provide staff support for regional and intergovernmental cooperation;
 - (16) Promote partnerships among the commission, staff, and citizens in developing public policy and building a sense of community; and
 - (17) Perform such other duties as are specified in this Charter or may be required by the city commission.

Neither the commission nor any of its members shall dictate the appointment of any person to office or employment by the city manager or in any manner prevent the city manager from exercising his/her own judgment in selecting the personnel of his/her administration.

Acting City Manager. By letter filed with the city clerk, the city manager shall designate a city officer or employee to exercise the powers and perform the duties of city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another qualified person to serve until the city manager returns.

Sec. 1-9. Law enforcement.

There shall be a chief of police, who shall be appointed by the city commission, and there may be such police officers as may from time to time be determined by the city commission to be necessary. The police officers shall be appointed by the chief of police. Subject to the removal of the chief of police as provided in the next paragraph, said chief of police shall serve at the pleasure of the city commission.

The chief of police shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The chief of police shall be appointed by a vote of four-fifths of the full city commission for an indefinite term, and may be removed at any time by four-fifths vote of the full commission, subject to at least sixty-days' notice or sixty-days' severance pay. Action by the city commission to remove the chief of police shall be considered final, and the chief shall have no vested rights in his or her office other than those specifically provided in this Charter. Notwithstanding the action taken by the city commission to remove the chief, the city commission shall hold a public hearing if so requested in writing by the chief. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the chief of police.

The chief of police shall be the head of the law enforcement department. He shall attend the meetings of the city commission, and perform such other duties as may be required by this Charter, by the laws and ordinances of the city or by the city commission.

The chief of police, and police officers shall receive such compensation as may be fixed by the city commission.

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO ENHANCEMENTS TO ETHICS IN CITY GOVERNMENT

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

- (5). The City should provide for an emphasis in ethics in City government.
- (6). The Petitioner petitions the City Commission to take the following actions:
 - (a). Enact an ordinance which provides that the managers of the City shall not be employed under contract and shall be budgeted line employees of the City and that all salary adjustments are agendized with full and complete disclosure to the public.
 - (b). Enact an ordinance which prohibits the City Manager, City Attorney, City Clerk and Finance Director from engaging in any activity to support a candidate for City elected office.
 - (c). As a *City Charter* amendment or provision of the *City Code*, prohibit the Mayor and Members of the City Commission from advocating the employment of particular persons or the entering of contractual services with particular persons or companies.
 - (d). A good example of a local government's focus on ethics is demonstrated by the following from the City of Naples:

<https://www.naplesgov.com/cityclerk/page/sunshine-amendment-and-code-ethics>

Sunshine Amendment and Code of Ethics



The CODE OF ETHICS for Public Officers and Employees, adopted by the Legislature as Part III of [Chapter 112](#), Florida Statutes, contains standards of ethics conduct and disclosures applicable to public officers, employees, candidates, lobbyists, and others in Florida State and local government. The "SUNSHINE AMENDMENT," adopted by Florida voters through a constitutional initiative in 1976 as [Article II, Section 8](#), Florida Constitution, contains standards of ethical conduct and disclosures applicable to public officers and employees; it also requires the Legislature to adopt the code of ethics described above.

Supporting Documents

- [2025 Government-in-the-Sunshine Manual](#)2.35 MB
- [2025 Guide to the Sunshine Amendment and Code of Ethics](#)455.39 KB

[Print](#)

CITY CLERK

- [AGREEMENTS & CONTRACTS](#)
- [ANNUAL REPORTS](#)
- [BOARDS AND COMMITTEES](#)
- [BUSINESS IMPACT ESTIMATES](#)
- [CALENDAR](#)

- [CITY COUNCIL ASSIGNMENTS FOR BOARDS & COMMITTEES](#)
- [CITY COUNCIL RULES OF PROCEDURES](#)
- [CITY COUNCIL VOTING RECORD](#)
- [CODE OF ORDINANCES](#)
- [COMPREHENSIVE PLAN](#)
- [DESIGN REVIEW BOARD APPEAL APPLICATION](#)
- [ELECTIONS](#)
- [POLITICAL ACTION COMMITTEES](#)
- [POLITICAL SIGNS](#)
- [LOBBYIST INFORMATION](#)
- [PLANNED DEVELOPMENTS](#)
- [PUBLIC NOTICES](#)
- [PUBLIC RECORDS](#)
- [SAM NOE AWARD](#)
- [SUNSHINE AMENDMENT AND CODE OF ETHICS](#)

Phone Number

239-213-1015

Office Hours

Monday through Friday
8:00 AM to 5:00 PM

Address

City Clerk's Office, City Hall - First Floor
735 8th St S
Naples, FL 34102

UPCOMING EVENTS

- [Naples Airport Authority Meeting](#)
Thu, Oct 16 2025, 8:30 - 9:30am
- [Labor Contract Negotiations between the City Of Naples and Professional Firefighters of Naples, IAFF](#)
Thu, Oct 16 2025, 11am - 12pm
- [Moorings Bay Citizens Advisory Committee Meeting](#)
Tue, Oct 21 2025, 9 - 10am

[VIEW THE CITY CLERK CALENDAR](#)

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 20th day of October, 2025 to be heard at a City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* when the Petitioner files a supplemental provision in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO HUMILITY IN CITY GOVERNMENT

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The City should provide for policies which implement practices that relate to humility in government.

(6). The Petitioner petitions the City Commission to take the following actions:

(a). Establish a standing City Commission policy that provides that town hall type events are rotated among the Mayor and Members of the City Commission and are specifically budgeted if expenses are incurred and that such events are specifically prohibited from having a political purpose or effect.

(b). Establish a standing City Commission policy that the use of City marquees, signage and other promotional materials do not contain the photograph or image of a City official absent an overriding public purpose and only when all members of the City Commission are set forth in the image except only in the case when a member of the City Commission or other City board member or a City employee is being honored as a result of retirement.

(c). Establish a standing City Commission policy that all former elected officials of the City are invited to City events and be specifically noticed when attending.

(d). Establish a standing City Commission policy that only the City Commission determines, publicly, which citizens and others are invited to City events such as Christmas banquets, volunteer dinners, etc.

(e). Establish a standing City Commission policy that event brochures and programs shall be printed such that the names of City elected officials and City employees are printed in a manner which is of a smaller font less prominent than those of honorees or similar persons such as veterans. For example, the Armed Forces Day brochure highlights the Mayor and Members of the City Commission. Further, when persons are paid to accomplish work for an event, a festival or the like; there is no reason to use the time at the event, festival or the like to praise paid workers for what the workers were paid to do in the first instance. A good example of not seeking any attention is demonstrated by the banners that do not reflect the funding entity which provided those banners. A bad example of seeking attention is the attached page of the Pelican in which an elected official running for political office found it appropriate to be front and center in a photograph when the subject of the published piece was to honor a City first responder.

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 20th day of October, 2025 to be heard at a City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* when the Petitioner files a supplemental provision in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO CRITERIA AND POLICIES RELATING TO CITY AWARDS AND USE OF CITY PUBLICATIONS IN CITY GOVERNMENT

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The City should provide for criteria and policies which implement practices that relate to the granting City awards and the publication of articles in City publications and social media platforms.

(6). The Petitioner petitions the City Commission to take the following actions:

(a). Establish criteria and policies which implement practices that relate to the granting City awards to ensure that there are planned and agendized actions that are transparent and clearly noticed to the public.

(b). Establish criteria and policies which implement practices that relate to the publication of articles in City publications and social media platforms that are transparent and clearly noticed to the public. The attached page of the Pelican indicate that a particular business was advertised without any criteria for the publication being implemented while other businesses were not so favored with the free advertisement.

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 20th day of October, 2025 to be heard at a City Commission meeting consistent with the requirements of Section 2-3 of the *City Code*

and Section 2-4 of the *City Code* when the Petitioner files a supplemental provision in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO URGING VOLUSIA COUNTY COUNCIL TO FUND ARTS PROGRAMS

COMES NOW the Petitioner, NAME, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores* (*City Code*) and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). Volusia County cultural grant funding has been cut by the Volusia County Council. The County's "community cultural grants" have been directed to assist 33 arts and cultural organizations, but were cut from the county's \$1.41 billion budget with the move purported to be focused in part on LGBTQ+ programming such as drag shows. As a result of the County Council's actions an array of arts experiences within Volusia County that have been available to residents ranging from retirees to school students will be eliminated. Many local organizations have reported immediate operational threats such as program reductions, limited hours, staffing cuts, higher ticket prices, cancellation of educational outreach, cancellation of youth programming, and the cancellation of seasonal festivals as direct consequences of the grants being withheld by the County Council.

(6). The Petitioner petitions the City Commission to take actions by adopting the Resolution set forth below and presenting it to the County Council.

(7). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 26th day of October, 2025 to be heard at the City Commission's meeting of November 4, 2025.

Lonnie N. Groot

Lonnie Groot

Groot Law

3047 South Atlantic Avenue

Suite 1103

Daytona Beach Shores, Florida 32118

RESOLUTION 2025–XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, URGING THE VOLUSIA COUNTY COUNCIL TO FULLY RESTORE CULTURAL GRANT FUNDING WHICH HAS BEEN CUT BY THE VOLUSIA COUNTY COUNCIL THEREBY FULLY PROTECTING AN ARRAY OF LOCAL ORGANIZATIONS WITH THE CONTINUED AND EXPANDED FUNDING OF COMMUNITY CULTURAL GRANTS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County cultural grant funding has been cut by the Volusia County Council; and

WHEREAS, the County's "community cultural grants" have been directed to assist 33 arts and cultural organizations, but were cut from the county's \$1.41 billion budget with the move purported to be focused in part on LGBTQ+ programming such as drag shows; and

WHEREAS, as a result of the County Council's actions an array of arts experiences within Volusia County that have been available to residents ranging from retirees to school students will be eliminated; and

WHEREAS, many local organizations have reported immediate operational threats such as program reductions, limited hours, staffing cuts, higher ticket prices, cancellation of educational outreach, cancellation of youth programming, and the cancellation of seasonal festivals as direct

consequences of the grants being withheld by the County Council; and

WHEREAS, the City Commission of the City of Daytona Beach Shores has found and determined that it necessary and desirable for the City to urge the Volusia County Council to fully restore funding for any array of cultural arts programs; and,

WHEREAS, the City Commission has the authority lawful authority to take the action herein taken for the benefit of the citizens of the City of Daytona Beach Shores and the general public of Volusia County, Florida.

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

SECTION ONE: ACTION URGING THE VOLUSIA COUNTY COUNCIL TO FULLY RESTORE CULTURAL GRANT FUNDING.

This resolution is adopted based upon the foregoing recitals and the City Commission of the City of Daytona Beach Shores hereby urges the Volusia County Council to fully restore cultural grant funding which has been cut by the Volusia County Council thereby fully protecting an array of local organizations with the continued and expanded funding of community cultural grants.

SECTION TWO. IMPLEMENTING ADMINISTRATIVE ACTIONS.

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

SECTION THREE. SAVINGS.

The prior actions of the City of Daytona Beach Shores relating to the support of the arts are hereby ratified and affirmed.

SECTION FOUR. CONFLICTS.

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

SECTION FIVE. SEVERABILITY.

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

SECTION SIX. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of November, 2025.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

**ACTING CITY MANAGER
MICHAEL FOWLER**

**CHERI SCHWAB
CITY CLERK**

Approved as to form and legality:

**GRETCHEN “BECKY” VOSE
CITY ATTORNEY**

Adopted this 4th day of November, 2025.

Posted this 4th day of November, 2025.