



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING FEBRUARY 11, 2020

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes January 28, 2020
- 7. CONSENT AGENDA:**
 - A. City Attorney January 2020 statement

- B. November Financial Report

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report Feb. 11, 2020

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. Ordinance 2020-03: An ordinance relating to temporary promotional outdoor activities within City limits.
- B. Air Condition Repair and Replacement at Public Safety Building award of contract and budget amendment.
- C. Consideration to establish a roll-call policy

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-763-5364, 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 7-1-1 or 1-800-955-8771.

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

MINUTES
CITY COUNCIL MEETING
January 28, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Raymond Branch, Community Services Director Fred Hiatt, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Council Minutes January 14, 2020

CMBR. FRIZALONE moved, seconded by CMBR LINDAUER to Approve the Minutes of January 14, 2020.

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

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

7. CONSENT AGENDA:

A. Public Safety monthly report

B. Community Services December, 2019 report

C. Building Division December, 2019 report

D. October - Financial Report

CMBR POLITIS moved, seconded by CMBR FRIZALONE to Approve the consent agenda.

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

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

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report January 28, 2020

Attorney Branch had two items on his report. The first item was regarding the basic services provided for by the retainer. This will be discussed at an upcoming workshop. The second item dealt with required voting procedure. Since the charter does not specify a particular voting order, the city clerk has been calling members in random fashion. CMBR. Lindauer felt it would be beneficial to decide on a set order to call the names. Mayor Miller stated that the item would be placed on the next agenda for proper discussion and a vote.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report for January 28, 2020

City Manager Booker reported on the following items: The first census informational meeting was held at Towers 10. There will be more in the next month at various condos. The voting for employees to enter FRS is complete. All but five employees will participate. Staff is working on changes with the Land Development Code that would make it easier for businesses to advertise and hold special sales. The initial relocation site for bocce and shuffleboard has to be changed. The property will not be available. City staff met with members of the bocce community and the plan is to relocate the courts to McElroy Park. They will be on either side of the new pickleball courts near the playground. Once these are built, the sixth tennis court is on track to start construction in June. Finally, extra TV screens have been ordered for the chamber to allow the council to see presentations and also for audience members in the back of the room. There are times when the print on the screen is very small and hard to see.

10. OLD BUSINESS:

A. Ordinance 2020-01: City of Daytona Beach Shores and Oceans 25, LLC Development Agreement to permit the development of townhomes on the City owned property located at 2900 S. Atlantic Avenue.

City Planner Stewart Cruz explained that the owner for the proposed townhomes was not

able to provide the new renderings as promised at the last meeting. Due to the feedback they heard, new drawings and site layouts are being created. They requested a continuance until February 25th.

VICE MAYOR BRYAN moved, seconded by CMBR LINDAUER to continue the item until the February 25th meeting.

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

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

11. NEW BUSINESS:

- A. Consideration to extend contract with Stacy Conomos for Economic Development until September 30, 2020.

Everyone felt Ms. Conomos was doing an excellent job and approved the contract renewal.

CMBR. FRIZALONE moved, seconded by CMBR. LINDAUER to approve the contract extension with Stacy Conomos for Economic Development until September 30, 2020..

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

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

- B. Ordinance 2020-03: Comprehensive Plan Amendment to create a new Future Land Use Goal, Objective and Policy that would allow the limited expansion of nonconforming single-family residential uses and structures on properties with the High Intensity Future Land Use.

City Planner Cruz explained that if adopted, this amendment would allow the limited expansion of nonconforming single-family residential uses and structures on properties in the High Intensity Future Land Use areas of the city. Last August, a special exception request was brought before the council and it had to be denied. At that time, the council directed staff to propose language that would assist the properties. The language will allow expansion within the building footprint with minimal impact to the property. Mr. Cruz stated that the Planning & Zoning Board recommended approval. If council approved, the amendment would be sent to VGMC and the State of Florida for their approval.

Attorney Riggio spoke on behalf of his client, the Bankers. They only wanted to make a small addition over the garage to build another bedroom. Code regulations prevented him from doing so due to the zoning classification he is in.

VICE MAYOR BRYAN moved, seconded by CMBR. LINDAUER to approve Ordinance 2020-03 on first reading.

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

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

12. COUNCIL COMMENTS:

Vice Mayor Bryan stated that he had spent two days in Tallahassee visiting the legislators. His main interest was in a bill regarding the Bert Harris Act currently in the Senate. If approved, it could be very detrimental to cities. He also reported on a new Office of Resiliency that was created by Governor deSantis. The main focus is preparation by coastal cities for ocean level rise. CMBR. Lindauer felt the everyone did a great job at the recent business expo. There was excellent turnout. CMBR. Politis was happy to see the activity going on in the city. Between business owners and city staff, properties are getting a fresh look. CMBR. Frizalone addressed the proposed townhome property. He anticipated the developers bringing back revised renditions and hopefully a model for everyone to see. He had recently spoke with Mr. Malone regarding the Treasure Island property. He stated that Driftwood Capital is very interested and they would propose a Marriott Hotel on the site. Code Enforcement Coordinator, Gwyn Herstein, provided a Code Enforcement update on the timelines given by the Special Magistrate. Mayor Miller announced upcoming events that included: Chili Night Out, Arts & Crafts market for March and the city's 60th Anniversary celebration.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Johanna Dalton stated that she attended the recent business expo and felt it was very informative. She learned about a few new businesses in the city that she was not aware of.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

roll call sequence

15. ADJOURNMENT:

The meeting ended at 6:58 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

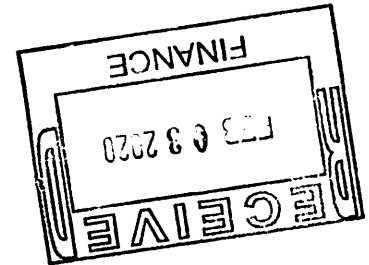
STENSTROM, McINTOSH, COLBERT & WHIGHAM, P.A.
ATTORNEYS AND COUNSELORS AT LAW

WILLIAM L. COLBERT
FRANK C. WHIGHAM

KENNETH W. McINTOSH
RETIRED
ROBERT K. McINTOSH
RETIRED

300 INTERNATIONAL PARKWAY
SUITE 100
LAKE MARY, FLORIDA 32746
T: (407) 322-2171
F: (407) 330-2379

OF COUNSEL
LONNIE N. GROOT
DAVID W. HALL
RAYMOND J. BRANCH, III
STACEY R. SPRINGER



January 31 2020

Michael T. Booker, City Manager
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

C-50-803

BASIC SERVICES:

Prepare for and attend City Council Meeting and Special Meeting on January 14, 2020, discussion with City Staff to obtain information and answer questions regarding the above items; general and miscellaneous telephone conferences with staff.

ADDITIONAL SERVICES:

1. CITY MANAGEMENT

E-mail from Ms. Schwab; telephone conference with Ms. Schwab; review and approval agenda items; prepare City Attorney Report; attend meeting with Mayor Miller and Ms. Schwab at City Hall; meeting with Ms. Schwab at City Hall re training on use of CivicClerk; e-mails from Council members re City Attorney Report; meeting with Mr. Booker at City Hall re City Council administrative rules of procedures and City Charter revisions;

TIME: 3.75 hrs

2. PLANNING & ZONING

E-mails from/to Mr. Cruz and Ms. Schwab; review agenda; multiple e-mails from board members; prepare for and attend meeting at City Hall; meeting with Ms. Schwab and Mr. Cruz; e-mails to/from Mr. Cruz re Shores 109 exhibits; review Tree Ordinance; telephone conferences with Mr. Cruz; meeting with Mr. Cruz at City Hall re Shores 109; review Shores 209 Development Agreement; review statutory requirements for easements; draft sewer utility access easement; draft cross access easement agreement; draft right-of-way use

permit or license agreement; e-mail to Mr Cruz;

TIME: 7.75 hrs

3. BERT HARRIS CASE

Research and obtain a copy of Opinion and Order requested by Vice Mayor Bryan from Lee County re case construing Bert Harris case; e-mail to Lee County;

TIME: 0.50 hrs

4. ECONOMIC DEVELOPMENT ACTIVITIES

Draft Development agreement; e-mail from Mr. Cruz; e-mail from Attorney Brock; review revised DA; e-mail to Mr. Cruz; review draft of ordinance for adoption of Oceans 25 DA; e-mails to/from Mr. Cruz re Development Agreement Ordinance re 2900 S. Atlantic; e-mail from/to Mr. Hiatt; telephone conference with Mr. Cruz; submit comments as to ordinance language on CivicClerk; multiple text messages from Council Member Frizalone and staff; meeting with Mr. Booker and Mr. Hiatt at City Hall; attend ED meeting with Mr. Sharff re Atlantic Ave Estates; attend meeting at City Hall with EDC staff and developer re Oceans 25;

TIME: 11.25 hrs

5. TREASURE ISLAND/RAIT

Review proposed Orders re code violations; receive and review stipulation of proposed Orders provided by Receiver of developer;

TIME: 0.25 hrs

6. McREE v.CITY

Receive and review multiple e-mails and schedule mediation;

TIME: 0.25 hrs

7. FINANCE/PURCHASING

Meeting with Mr. Swatzlander at City Hall re purchasing procedures;

TIME: 0.50 hrs

8. PUBLIC SAFETY

E-mail from Chief Dembrinsky re donation of vehicle for use on police investigative activity;

THE UNITED STATES OF AMERICA

DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D. C. 20530

MEMORANDUM FOR THE ATTORNEY GENERAL

SUBJECT: [Illegible]

DATE: [Illegible]

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legal research;

TIME: 1.50 hrs

9. REQUIRED VOTING PROCEDURES

Review referrals from City Council meeting; review Charter, statutes, AGO, and case law; review Roberts Rules, e-mail to/from Ms. Schwab; e-mail from Ms. Schwab; review communications from Ms. Tipton of FLC;

TIME: 3.00 hrs

10. CITY ATTORNEY CONTRACT

Review City Attorney Contact and Scope of Services; draft respond to Council referral as to scope of services;

TIME: 1.25 hrs

11. CHARTER AMENDMENT

Review draft Charter amendments; begin work on additional proposed clarifying language;

TIME: 1.00 hrs

12. MUGWUMP PRODUCTIONS

Receive and review propose agreement; legal research ; e-mail to Mr. Booker; meeting with Mr. Booker at City Hall; email from Ms. McMahan; e-mail to Mr. Booker and Ms. McMahan;

TIME: 2.50 hrs

13. AMSCO CONTRACT

Receive and review and make recommendation to contract for AC at Public Safety Building; review revisions to contract; draft additional revisions; e-mail to Mr. Hiatt; review City Charter and Ordinances; e-mails to/from Mr Hiatt;

TIME: 2.00 hrs

BASIC SERVICES	=	\$ 2,500.00
ADDITIONAL SERVICES:		
35.50 hrs @ \$170.00/hr	=	\$6,035.00

TOTAL ATTORNEYS' FEES = \$6,035.00

TOTAL BALANCE DUE = \$ 8,535.00

Sincerely,

STENSTROM, McINTOSH,
COLBERT & WHIGHAM, P.A.



William L. Colbert

This statement is subject to the provisions of the Florida Prompt Payment Act, Section 218, Part VII, Florida Statutes.



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

“LIFE IS BETTER HERE.”

**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 11, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Mike Booker, City Manager
Cheri Schwab, City Clerk
FROM: Raymond J. Branch, City Attorney
DATE: February 6, 2020
SUBJECT: City Attorney Report

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of January 28, 2020. Please advise if you have any questions, comments or concerns relative to these matters.

(1). Shores 109, LLC

Collaborated with City Planner, Stewart Cruz, in drafting three proposed separate agreements required by the terms of the approved and fully executed Development Agreement between the City and Shores 109, LLC for the construction and use of the property located at 109 Dunlawton (hereinafter, “the property”) as a restaurant business. The agreements include: 1) a license granted to Shores 109, LLC for use of the public right-of-way at the eastern edge of the property for customer parking; 2) creation of a cross-access easement across the parking lot of the property for public access between Dunlawton and the east-west public alley located on the northern edge of the property and 3) a utility access easement authorizing the City to access it’s sewer infrastructures located on the property. These will be presented to Council for approval following vetting by staff.

(2). *Public Safety Department AC System*

Collaborated with Community Services Director, Fred Hiatt, in drafting a proposed agreement between the City and Air Mechanical & Service Corp. (hereinafter, "AMSCO") for the replacement of the air conditioner system (Chiller and Air Handlers) for the Public Safety Department building. Developed standard contractual terms of the City as conditions the contractor must satisfy in performance of the contract.

(3). *Amendments to City Tree Ordinance*

Collaborated with City Planner, Stewart Cruz, in drafting proposed amendments to the current City tree ordinance primarily to conform it with the requirements of recent changes to State law which eliminate the requirement for notice to, approval of, or permit for, removal of trees by a private property owner if that owner has documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property.

(4). *Temporary Promotional Activities Ordinance*

Collaborated with City Planner, Stewart Cruz, in drafting proposed amendments to City Ordinances (Ordinance 2020-03) to authorize and regulate promotional activities by businesses in connection with special events and other outdoor promotional activities on commercial and hotel properties within City limits.

Respectfully, submitted,

/s/ Raymond J. Branch, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

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

MEMORANDUM

DATE: February 11, 2020

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

FROM: Michael T. Booker, City Manager

SUBJECT: City Manager Report – February 11, 2020

Crosswalk at Oceans West Blvd and A1A:

- Director Dembinsky and I met with Mr. Fred Ferrell, our transportation consultant, re the removal of the existing crosswalk and possible alternatives for a relocation. Mr. Ferrell will attend the next City Council meeting to offer suggestions.

Daytona State College:

- Mayor Miller, Stacy Conomos and I met with representatives from Daytona State College in an effort to build ties with their small business development group and to avail ourselves of their information and programs.

City Charter:

- Staff met to discuss proposed changes to the City Charter. A draft has been developed. Our next step will be to meet with the City Attorney. Following that meeting, I would like to schedule a workshop with City Council so they may review staff suggestions and make their own recommended changes. In order to get on the November 2020 ballot, everything must be submitted to the Supervisor of Elections by mid-August.



**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 11, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-03: An ordinance relating to temporary promotional outdoor activities within City limits.

SYNOPSIS:

Ordinance 2020-03, if adopted, would amend several sections of the Daytona Beach Shores Land Development Code to permit outdoor promotional activities on commercial and hotel properties within City limits. The current promotional activity regulations are restrictive such that they preempt viable outdoor promotional activities within the City. If approved, business owners would be allowed to have viable promotional activities that could help sustain and grow their businesses.

FISCAL IMPACT STATEMENT:

May result in a minimal increase in permit receipts.

BACKGROUND:

Ordinance 2020-03 (attached) was drafted at the request of a business owner seeking to have outdoor promotional activities, including a tent, during this upcoming Bike Week.

The ordinance was drafted in a way that attempts to provide economic opportunities for businesses while being cognizant on the City's public, health safety and welfare.

LEGAL REVIEW:

RECOMMENDATION:

Staff will be providing the Planning and Zoning Board recommendation at the scheduled hearing.

SUGGESTED MOTION:

A City Council member may move as follow:

"I move to approve Ordinance 2020-03 as presented."

OR

"I move to approve Ordinance 2020-03 with the following conditions or amendments..."

OR

"I move to deny Ordinance 2020-03 on the basis of..."

- ATTACHMENT:**
1. Ordinance 2020-03-Temporary Promotional Activity.with RJB comments-SC-2-5-20
 2. Ordinance 2020-03A-Temporary Promotional Activity.with RJB comments-SC-2-5-20

ORDINANCE 2020-03

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO TEMPORARY PROMOTIONAL ACTIVITIES; AMENDING THE *CODE OF ORDINANCES, APPENDIX G-LAND DEVELOPMENT CODE*; BY AMENDING SECTION 2-2 ENTITLED “GENERAL DEFINITIONS”; BY AMENDING CHAPTER 6, ENTITLED “SIGNS AND ADVERTISING”; BY AMENDING SECTION 14-31.1, ENTITLED “GC-RD GENERAL COMMERCIAL-REDEVELOPMENT DISTRICT”; BY AMENDING SECTION 14-60.2 ENTITLED “TEMPORARY PROMOTIONAL ACTIVITY PERMITS, STANDARDS IN THE GC-1 AND GC-2 COMMERCIAL DISTRICTS AND T HOTEL/MOTEL DISTRICT”; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Daytona Beach Shores desires that the economy of the City of Daytona Beach Shores be one that is vibrant, creative, flexible and dynamic; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can help to retain and enhance existing business operations and success; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the appearance of the community and its public image; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the public health, safety and welfare; and

WHEREAS, the City Council of the City of Daytona Beach Shores has deemed approval of this Ordinance to be in the best interest of the businesses, visitors, residents and citizens of the City of Daytona Beach Shores; and

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

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

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

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

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G-Land Development Code, Section 2-2, entitled “General Definitions,” by adding the following:

Temporary promotional accessory: A ground-based attention getting device used to attract public attention to a temporary promotional event including, but not limited to, air dancer, inflatable, statue, carving, art display, promotional or fluttering flag, and other similar device. Accessories shall not exceed 12 feet in height and shall not be larger than 150 cubic feet.

Temporary promotional activity: A temporary indoor or outdoor event on a commercial or hotel property, parcel or lot including but not limited to grand openings, product displays, sales and promotion of a new or existing bona fide business and its products or services.

SECTION TWO: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G-Land Development Code, Chapter 6, entitled “Signs and Advertising,” as follows:

Sec. 6-8. - Permitted signs.

18. *Banner Signs* . Banner signs may be employed for special events within the city by a permit issued through the building and codes division of the department of community services. Only one (1) banner sign shall be placed at any location, lot or parcel at any given time. Size, location, time limitation, and type of event shall be permitted under the following conditions:

Banner signs may be permitted for promotional events within the city upon receipt of any approved banner permit issued by the city through the building and codes division of the department of community services. For banner sign purposes, promotional events are defined as follows: Speed

Week, Bike Week, Biketoberfest, Spring Break, grand openings, going-out-of-business sales and similar city-preapproved occasions sanctioned by the city manager. Written proof will be required with application for local events with which the city desires to identify and with which the city is satisfied the banner sign will reflect highly upon the city and promote economic or tourism development. Except for temporary promotional activity banners permitted pursuant to Sec. 14-60.2 of this Land Development Code, Only only one (1) banner sign shall be placed at any location, lot or parcel at any given time. Size, location, time limitation, and type of event shall be permitted under the following conditions:

- (1) Banner signs shall be permitted only in GC1, GC2, T, GC-RD and TC-MUPUD districts.
- (2) Maximum sign area shall be thirty-two (32) square feet.
- (3) Banners shall not be located at ground level in any right-of-way. One (1) banner sign may be permitted to be displayed during promotional events. Such signs may carry business or product logos and generic messages commemorating the event and/or welcoming visitors. The sign shall not convey specific sales information, such as prices or "specials" or any other related information of this type or nature.
- (4) All banners shall be preapproved by the building and codes division. All temporary banners allowed under this subsection may be installed up to one (1) week prior to the event, and must be removed no later than forty-eight (48) hours following the event with a maximum time limit of thirty (30) days. Banner signs shall not be permitted for more than one hundred twenty (120) days (or four (4) events) in any twelve-month period. Only one (1) thirty-day period allowed in any sixty (60) consecutive days.
- (5) The banner sign permit fee shall be specified in the current "Daytona Beach Shores Land Development Code Schedule of Fees" which is available at the office of the city clerk. In the event the city installs the banner, an additional fee for installation and removal shall be assessed as specified in the current "Daytona Beach Shores Land Development Code Schedule of Fees" which schedule is available at the office of the city clerk. Requests for banner signs spanning any right-of-way, or of a size larger than allowed above, or for a duration longer than that stated above shall require approval of the city manager. Such approval shall be predicated upon the banner sign request being of such nature that it would be advertising a city-wide function approved by the city council. Banner signs erected prior to a permit being obtained or not in accordance with the sketch or the criteria specified in this ordinance shall be a violation of this ordinance.
- ~~(6) Condition L in section 6-9 shall also apply to banners located in the GC-RD and TC-MUPUD districts.~~

Two (2) banner signs approved in conjunction with a bona fide temporary promotional activity shall be permitted for the duration of the event pursuant to Sec. 14-60.2 of this Land Development Code.

Sec. 6-11. - Prohibited signs.

1. No persons shall erect a sign on or over any public property or public right-of-way, including the Atlantic Ocean beach except for legal franchises of the city and subsection 6-8(11.1), Public Information Off-Site Directional Signs.
2. No persons shall operate or park any vehicle for the purpose of display, sale or advertising on any public right-of-way.
3. Roof signs, except as expressly permitted by section 6-8, Permitted Signs, within Chapter 6, Signs and Advertising, of the Land Development Code of Ordinances, snipe signs, pennants, inflatables and wind operated devices, sandwich signs, revolving signs, flashing signs and signs with moving or alternating lights, outdoor advertising signs, off-site signs, animated signs, and spectacular signs are prohibited and unlawful, except when approved in conjunction with a bona fide temporary promotional activity. However, nothing contained herein shall prohibit a time and temperature sign with dimensions not exceeding twenty-five (25) square feet in area.

SECTION THREE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores, Appendix G-Land Development Code*, Section 14-31.1, entitled “GC-RD General Commercial-Redevelopment District,” as follows:

Sec. 14-31.1 GC-RD General Commercial-Redevelopment District.

Sec. 14-31.1.11 Permitted Temporary Use.

Promotional activities shall comply with section 14-60.2.

SECTION FOUR: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores, Appendix G-Land Development Code*, Section 14-60.2, entitled “Temporary promotional activity permits, standards in the GC-1 and GC-2 Commercial Districts and T Hotel/Motel District,” as follows:

Sec. 14-60.2. Temporary promotional activity permits, standards in the GC-RD, GC-1 and GC-2 Commercial Districts and T Hotel/Motel District.

1. General: A temporary promotional activity, also known as a TPA, shall be limited to promotional activities, exhibits, displays and sales directly and customarily associated with the principal and accessory uses of a business, as determined by the City Manager or his designee.

TPA permits shall only be issued to one (1) tenant space per primary address. Outdoor promotional activities are permitted between the hours of 7am and 10pm subject to the City's noise regulations. A TPA permit shall not authorize itinerant vending.

2. Application: (i) An application shall be submitted to the City Manager, or designee, on the approved form provided by the City. (ii) Applications shall be submitted at least ten (10) days prior to the start of the requested TPA. (iii) Fees established by the City Council shall be paid in full at the time of application submission. (iv) Applications shall contain a site sketch exhibit indicating dimensions, tent capacity, egress and location and placement of all TPA components relative to all buildings and structures, parking and property lines. (v) TPA permits may only be obtained by the business owner. (vi) TPA shall be authorized by the property owner.
3. Transfers: TPA permits shall not be transferable.
4. Duration: Temporary promotional activities shall not exceed 21 days per calendar year for any business tenant space with a primary address. A TPA permit shall be issued for a minimum of three (3) days.
5. Hazards and Public Nuisances: Temporary promotional activities shall not create public nuisances or hazards jeopardizing the public health, safety or welfare.
6. Tents and removal of outdoor components: Temporary promotional activities may occur within temporary outdoor structures such as tents, as approved by the City Manager, or designee, not to exceed 500 square feet per business. All components associated with the TPA shall be removed immediately after event closing.
7. Area restrictions: A TPA shall not occupy more than 500 square feet PLUS an additional square footage two times the lineal footage of the business' frontage. TPA areas shall not exceed 25% of the business' required off-street parking area. In no case shall the total TPA areas permitted on a multi-business property, lot or parcel exceed 25% of the property's total required off-street parking area. All merchandise shall be displayed under a temporary outdoor structure, as approved by the Building Official.
8. Access and setbacks: Temporary promotional activities shall not impede or obstruct pedestrian or vehicular traffic, building egress, occupy or block driveways, drive aisles, fire lanes, sidewalks and sight triangles, as determined by the Building Official. All TPA components shall set back at least five (5) feet from rights-of-way and side lot lines and at least 50 feet from residential properties.
9. Location: Promotional activities may occur inside or outside. However, outdoor temporary promotional activities shall only be permitted in front of or in an area adjacent to the business subject to the terms and conditions of this section. TPA components and activities shall not occur inside required landscape islands or planter boxes.

10. Prohibitions: (i) Amusements (ii) Outdoor adult entertainment activities, sales and displays. (iii) Outdoor body art services. (iv) Vehicular washing events. (v) Outdoor alcohol sales and consumption, except as approved by an active outdoor dining conditional use permit. (vi) Tethered airborne accessories. (vii) Trampolines, jump houses and other similar recreation equipment and devices.

11. Signage and temporary promotional accessories: Each TPA shall be permitted two (2) banner signs, not to exceed 32 square feet each and one (1) temporary promotional accessory. All other signage, including but not limited to mobile and portable signage on trailers, is prohibited.

12. Security and Safety: All TPA components shall be safely secured overnight and when not in use against vandalism and theft. TPA components, including, but not limited to, tents and accessories, shall be installed, maintained and removed pursuant to manufacturer's instructions.

13. Enforcement and Violations:

~~1. Application shall be on an appropriate form provided by the City and submitted at least sixty (60) days prior to the initiation of the requested temporary promotional activity. The City Council may determine appropriate fees for this permit by resolution.~~

~~2. The temporary promotional activities shall be in accordance with the existing licensed business activity(s) for each site; temporary promotional activities shall not consist of outside sales.~~

~~3. Outdoor displays shall not impede pedestrian or vehicular traffic, occupy or block driveways, drive aisles, fire lanes and shall not be placed in any required parking area nor within one hundred (100) feet of any right-of-way.~~

~~4. No temporary promotional activities may occur within temporary structures such as tents or trailers.~~

~~5. Site plans shall be attached to the application for any temporary promotional activity permit.~~

~~6. Temporary signs, including banners, shall comply with the Land Development Code regarding temporary signage, including but, not limited to section 6-8(18), Banner Signs.~~

~~7. The enforcement official, or his or her designated representative, shall make an inspection of the properties involved. If the enforcement official denies the permit, the applicant may appeal the ruling to the City Council within ten (10) days of the enforcement official's ruling.~~

~~8. Temporary promotional activity permits shall be personal to the permittee and shall not be transferable.~~

~~9. Temporary promotional activities shall not authorize itinerant vending.~~

10-It shall be a violation of the Land Development Code to violate the terms of any temporary promotional activity permit. In addition to other remedies such as Code Enforcement Board Special Magistrate action, the City Manager is authorized to immediately suspend or revoke a temporary promotional activity permit, without prior warning, if the City Manager determines that the temporary promotional activity is being conducted in a manner that violates any portion of this [section 14-60.2](#), or in a manner that poses an imminent threat to public health, safety or welfare. Upon revocation of a temporary promotional activity permit, the permittee shall immediately cease the temporary promotional activity authorized by the permit. The permittee shall be required to obtain a new permit and pay new permit fees before the permit activity may be resumed. Upon suspension of a temporary promotional activity permit, the temporary promotional activity permittee must close down the temporary promotional activities authorized by the permit until the suspension order is lifted. Suspension or revocation shall be effective immediately upon notice to the permittee. Notice to the permittee shall be deemed to be given when delivered to the permittee or to any person listed in the permit application as managing or supervising the temporary promotional activity or, if no such person appears to be on the site of the temporary promotional activity at the time of the issuance, to any other person who appears to be in control of the temporary promotional activity or who appears to be acting on the temporary promotional activity permittee's behalf.

SECTION FIVE: ENFORCEMENT AND PENALTIES.

- (a). It is prohibited and unlawful for any person to fail to comply with the requirements of this Ordinance.
- (b). The City may enforce the provisions of this Ordinance by any lawful means available to the City under the controlling provisions of State law and Section 1.8 of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (c). The penalties for violation of this Ordinance shall be as set forth in the code enforcement method asserted by the City under the *Code of Ordinances of the City of Daytona Beach Shores, Florida* or as may be available under the controlling provisions of State law.

SECTION SIX: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to temporary promotional activities are hereby ratified and affirmed.

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

RAYMOND BRANCH, CITY ATTORNEY

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

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



CITY COUNCIL AGENDA MEMORANDUM FEBRUARY 11, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Kurt Swartzlander, Finance Director

SUBJECT: Air Condition Repair and Replacement at Public Safety Building award of contract and budget amendment.

SYNOPSIS:

The City requested bids to replace the Public Safety Department's air conditioning chiller and air handlers on October 2, 2019, with a bid opening date of December 2, 2019.

FISCAL IMPACT STATEMENT:

This item will require a budget amendment in the amount of \$135,300.00. The original budgeted amount was \$50,000.

BACKGROUND:

On December 2, 2019 at the Chiller bid opening, Amsco was the only bidder. The original bid was for \$188,000 and specified a Carrier system (which is not the manufacturer of the equipment that is currently in place; Trane) While reviewing the bid the company contacted the City and indicated they could provide the city's preferred Trane brand at a slightly reduced cost of \$185,300. City staff has reviewed their proposal and bid documents. We have checked their references and were impressed with their track record. Staff originally only budgeted 50k for the Chiller because we were not going to replace the air handlers and we were going to do the work in house. With the air handler change and the level of complexity and difficulty involved in this job, we decided to hire a licensed mechanical contractor to do the work. This is the reason for the requested budget amendment.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the budget amendment resolution and awarding the bid to Amsco, Air

Mechanical & Service Corp.

SUGGESTED MOTION:

Move to approve the budget amendment Resolution for the Public Safety Chiller,
and

Move to award bid in the amount of \$185,300 to Amsco, Air Mechanical & Service Corp.

- ATTACHMENT:**
1. BudgetTrans& Amends FY19-20
 2. RESOLUTION 19-20 Bud Amendment 1 Public Safety - Air Conditioning.
 3. Amsco Contract Draft.rev 2-4-2020
 4. Original Public Safety 2019 Chiller Air Handler Bid (002)
 5. Exhibit A
 6. Exhibit B
 7. EXHIBIT C
 8. AMSCO bid for PS air conditioning

Attachment A

City of Daytona Beach Shores Budget Transfer Amendment Form

Fiscal Year 2019-2020

TRANSFER FROM ACCOUNTS:

	ACCOUNT KEY		Dept. Name	Transfer Amount (Round to 100s)	Funds AVAILABLE Support Rationale
	Fund/Dept. Code	Object Code			
A	13390	81400	General Fund Fund Balance	\$135,300	AC Replacement and Repairs to Public Safety Complex
B					
C					
D					
E					
F					
G					
TOTAL OUT				\$135,300	

TRANSFER TO ACCOUNTS:

	ACCOUNT KEY		Dept. Name	Transfer Amount (Round to 100s)	Funds REQUIRED Support Rationale
	Fund/Dept. Code	Object Code			
A	15412	60640	Pub. Safety	\$135,300	AC Replacement and Repairs to Public Safety Complex
B					
C					
D					
E					
F					
G					
TOTAL IN				\$135,300	

Transfer Prepared By: K. Swartzlander
Name

Approval: _____ Finance Director
 _____ City Manager
 _____ Council Resolution

Entered In Curr.Yr. Budget _____ Entered in Transfer File _____ Entered in Mnth.Bud.Rpt _____ To G/L Date _____

RESOLUTION 2020 - XX

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND BUDGET, PROVIDING FOR APPROPRIATIONS, PROVIDING FOR CONTRACT EXECUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has found it necessary and desirable to replace and upgrade air conditioning units at the public safety building; and,

WHEREAS, The city conducted a request for bids; and

WHEREAS, AMSCO (Air Mechanical & Service Corp.) is the lowest responsible bidder

WHEREAS, a budget amendment is required to include the purchase in the budget.

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

SECTION ONE: Award the contract to AMSCO and authorize the city manager to negotiate and execute the contract for the proposed services.

SECTION TWO: The Fiscal Year 2019-20 budget shall be amended as shown in Attachment A.

SECTION TWO: This Resolution shall be effective immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

RAY BRANCH, CITY ATTORNEY

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

**AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA AND AMSCO**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 20____, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality, (hereinafter referred to as the "CITY"), whose mailing address is 3050 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, and (AMSCO, AIR MECHANICAL & SERVICE CORP.), a Florida certified mechanical contractor, (hereinafter referred to as "CONTRACTOR") whose address is 325 Anchor Road, Casselberry, FL 32707,. The City and CONTRACTOR may be collectively referenced herein as the "parties".

WITNESSETH:

WHEREAS, The City requested bids to replace the Public Safety Chiller and Air handlers in early October 2, 2019; and

WHEREAS, Bids were opened on December 2, 2019 at 2 p.m; and

WHEREAS, CONTRACTOR was the sole bidder, which bid met all staff's required specifications and recommendation of approval was made; and

WHEREAS, CONTRACTOR bid was approved/awarded by the Daytona Beach Shores City Council at their February 11, 2019 meeting,

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

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

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

Section 3. Scope of Agreement. This Agreement is for the goods and services as set forth in Exhibit "A" and as otherwise directed by the CITY to include all labor and materials that may be required. The parties hereto agree as follows:

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the Parties hereto. This Agreement shall remain in effect until September 30, 2020, or until completion of project as determined by the City, or otherwise as applies to specific terms of agreement.

Section 5. Compensation. The parties agree to compensation as set forth in Exhibit "B".

Section 6. Standard Contractual Terms and Conditions. Unless specifically excluded in this document, all "Standard Contractual Terms and Conditions" as set forth in Exhibit "C" shall apply to this Agreement.

Section 7. CONTRACTOR'S Mandatory Compliance with Chapter 119 and Public Records Requests.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the CONTRACTOR 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 CONTRACTOR 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.

If a CONTRACTOR does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with the contract.

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

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Amendment

Section 9. Entire Agreement/Modification. This Agreement, together with the exhibit(s), constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. This Agreement may only be amended, supplemented or modified by a formal written amendment.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or

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

Section 11. Waiver. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

Section 12. Captions. The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

Section 15. Remedies. The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by 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. This Agreement is the result of *bona fide* arms length negotiations between the City and CONTRACTOR, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Daytona Beach Shores and CONTRACTOR have executed this instrument for the purpose herein expressed.

Attest:

**THE CITY OF
DAYTONA BEACH SHORES**

By: _____
Nancy J. Miller
Mayor

Cheri Schwab, City Clerk
Dated: _____

Approved as to form and correctness

By: _____
Raymond J. Branch,
City Attorney
Dated: _____

[Remainder of page intentionally left blank]

Two Witnesses:

Print Name: _____

Print Name: _____

PARTY AMSCO Mechanical and
Service Corp, a Florida
certified mechanical contractor

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me by means of ____physical
presence or ____ online notarization, this ____ day of _____, 2020, by

(name of person making statement)
who is personally known to me or who has
produced _____ as identification.
(type of identification)

[Notary Seal]

Signature of Notary Public
Name (Type, Print or Stamp): _____
Notary Public – State of Florida
My Commission Expires: _____
Title or Rank: _____
Commission or Serial No.(if any): _____



CITY OF DAYTONA BEACH SHORES

BID SPECIFICATIONS

PROJECT

**DIRECT REPLACEMENT OF 60-TON CHILLER and
(2) 30-TON AIR HANDLERS
at
PUBLIC SAFETY FACILITY**

**CITY OF DAYTONA BEACH SHORES
2990 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118**

BID OPENING DATE: 11:00 am Monday, December 2, 2019
LOCATION: CITY HALL, 2990 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118

I. INFORMATION AND INSTRUCTIONS

A. General

The City of Daytona Beach Shores is accepting bids for a turn-key replacement of a CGAM60 60-Ton TRANE AC Chiller and (2) MCCB Series 30-TON water cooled air handlers. This hardware will replace existing chiller and air handlers at the Daytona Beach Shores Public Safety facility at 3050 S Atlantic Ave. The new equipment can be of equivalent equipment, as long as it can be made to work with the controls package presently being used.

B. Bids will be accepted from parties who:

1. Are free of any obligations and interests which might conflict with the interests of the City of Daytona Beach Shores.
2. Have the capacity to provide such services with an experienced professional staff.

C. The City will not be liable for any costs incurred in preparation of bids.

D. The City reserves the right to conduct personal interviews, or require oral presentations, of any or all bidders, prior to selection. The City will not be liable for any cost incurred by the bidder in connection with such interviews (i.e., travel, phone calls, etc.).

E. By submitting a bid, the bidder certifies that he has fully read and understands the request for bids and has a working knowledge of the scope, nature, quantity, and quality of work to be performed.

F. The bidders shall furnish such additional information as the City of Daytona Beach Shores may reasonably require. The City reserves the right to make investigations of the qualifications of the bidder, as it deems appropriate.

G. The City reserves the right to conduct pre-contract negotiations with any or all bidders.

H. The City reserves the right to reject any or all bids, the right in its sole discretion to accept the bid which it considers most favorable to the City's interest, and the right to waive minor irregularities in the procedures. The City further reserves the right to seek new bids when such a procedure is in its best interest.

II. SERVICES TO BE PERFORMED AND INFORMATION REQUIRED FOR EVALUATION OF BIDS

A. General

The City of Daytona Beach Shores is accepting bids for the removal of existing chiller and replacing with an equivalent replacement model of this chiller and air handlers.

B. Scope of Work-General Requirements

1. The contractor shall not engage or use the services of subcontractors in performing the contract unless the contractor obtains prior written approval from the City.
2. The contractor shall be responsible for supervision required to satisfactorily perform the requirements of the contract.
3. The contractor shall be responsible for keeping the areas of work as clean and confined as possible at all times.
4. The contractor must furnish all equipment necessary to satisfactorily complete the requirements of the contract.

C. Insurance

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

1. **Worker's Compensation Insurance:** The insurance required by this provision shall comply fully with the Florida Worker's Compensation Law and include Employer's liability insurance with limits of not less than \$100,000 per occurrence. No class of employee, including the contractor himself, if an individual, shall be excluded from the Worker's Compensation coverage. Any associated or subsidiary company involved in the work must be named in the Worker's Compensation coverage.
2. **Liability Insurance:** General liability insurance, including coverage for operations. The limits of liability shall be no less than \$250,000 for injury or death to any one person, and no less than \$500,000 for injury or death to two or more persons as a result of any one occurrence. This should also include \$50,000 for property damage as a result of any one occurrence.
3. **Proof of Insurance:** The contractor shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the agreement. Additionally, the contractor shall not commence work until he has obtained all the insurance required.

III. SPECIFICATIONS

The City of Daytona Beach Shores is accepting bids for the removal and installation of equivalent replacement chiller to the CGAM60 and MCCB air handlers that the city presently has, with some minor exceptions.

A) Chiller Specifications

- 1) Air-cooled Scroll Chiller, 60-Ton
- 2) Factory Start-up
- 3) C/UL listing
- 4) Across the line starter / direct on line
- 5) Brazed plate and frame evaporator
- 6) Freeze protection (separate 120V power connection required).
- 7) Factory installed flow switch
- 8) Grooved pipe connection
- 9) 460 Volt / 60 Hertz / 3 Phase
- 10) CH530 with adaptive controls
- 11) Condenser fans with TEAO motors
- 12) Refrigerant isolation valves - suction / discharge
- 13) 1 1/4" evaporator insulation
- 14) Complete Coat condenser coil coating
- 15) Starter power connection: circuit breaker
- 16) 65K AIC withstand rating
- 17) LonTalk / Tracer Summit controls interface
- 18) Condenser coil hail guards
- 19) Exterior casing corrosion coating
- 20) Removable core dryers with isolation valves
- 21) 60-month Warranty on Parts, Labor and Refrigerant
- 22) Neoprene isolators installed in field

B) Air Handler Specifications

- 1) M Series Climate Changer Air Handlers are on separate floors, and are made up of 5 modules.
 - a) Indoor construction, on 2.5" high rise base.
 - b) 2" R-13 Foam-insulated mid span thermal break panels and thermal break doors.
 - c) Galvanized steel interior and exterior panels
 - d) Hinged access doors (doors include a mechanical thermal break).
 - e) Pre-Filter 2" (MERV 8) and Filter 4" (MERV 11).
 - f) Coiling coil with copper tubes and aluminum fins, stainless steel casing and coil supports.
 - g) Stainless steel drain pan.
 - h) Outside air TRAQ damper and return damper.
 - i) Housed Fan
 - j) Fan inverter balancing
 - k) ODP motor

- 2) AHU 1 Modules (module – present model # - module description)
 - a) Module 1 - MCCB014UA0C0UA – Mixing Box Module
 - b) Module 2 - MCCB014UA0C0UA – Filter Section Module Flat with Combo filter frames
 - c) Module 3 - MCCB014UA0C0UA – Medium Coil Module Section Horizontal
 - d) Module 4 - MCCB014UA0C0UA – Access Module Section Medium
 - e) Module 5 - MCCB014UA0C0UA – Supply Fan Module Horizontal
 - 3) AHU 2 Modules (module – present model # - module description)
 - a) Module 1 - MCCB014UA0D0UA – Mixing Box Module
 - b) Module 2 - MCCB014UA0D0UA – Filter Section Module Flat with Combo filter frames
 - c) Module 3 - MCCB014UA0D0UA – Medium Coil Module Section Horizontal
 - d) Module 4 - MCCB014UA0D0UA – Access Module Section Medium
 - e) Module 5 - MCCB014UA0D0UA – Supply Fan Module Horizontal
- C) Scope of Work for Installation of Chiller
- 1) Provide labor and materials to disconnect existing electrical services and associated chilled water piping from existing Trane CGAM chiller.
 - 2) Provide all necessary labor, materials and rigging required to remove existing chiller and haul away from site.
 - 3) Provide all necessary labor, materials, equipment and rigging needed to fly new chiller into place and connect to existing pipe flanges.
 - 4) Connect existing electrical services on new chiller.
 - 5) Provide Connect existing electrical services on new chiller.
 - 6) Provide labor to remove all construction debris from site.
 - 7) Mechanical permit fees included in scope of work.
 - 8) Provide a dedicated Project manager to ensure new chiller is installed and started up per OEM guidelines and recommendations, communicating with City of Daytona Beach Shores staff on all project logistics and scheduling.
 - 9) Work to be performed during weekend or after-hours and be fully coordinated with City of Daytona Beach Shores staff to minimize any disruption in facilities on-going operations.
- D) Scope of Work for Installation of Air Handlers
- 1) Provide labor and materials to disconnect existing electrical services and associated chilled water piping from existing Trane MCCB air handlers.
 - 2) Provide all necessary labor, materials, and rigging required to remove existing air handlers and haul away from site.
 - 3) Provide all necessary labor, materials and rigging required to install the different sections to create the whole air handler.
 - 4) Connect to the existing chilled water supply and return lines.
 - 5) Connect to the existing electrical services.
 - 6) To fill chiller system from municipal water feed, prior to startup of air handlers.
 - 7) To test water in system and add appropriate chemicals to prevent corrosion.
 - 6) Mechanical permit fees included in scope of work.

- 7) Provide a dedicated Project manager to ensure new chiller is installed and started in accordance to OEM guidelines and recommendations, communicating with City of Daytona Beach Shores staff on all project logistics and scheduling.
- 8) Work to be performed during weekend or after-hours and be fully coordinated with City of Daytona Beach Shores staff to minimize any disruption in facilities on-going operations.

IV. INFORMATION REQUESTED OF THE BIDDER

In order to provide a uniform review process and to obtain the maximum degree of equity and comparability, it is requested that bids be delivered in triplicate and organized in the manner specified below.

1. **Title Page:** Show the name of bidder's business, address, telephone and fax number, name of contact person, the date and the subject.
2. **Letter of Transmittal:** A letter of transmittal, not to exceed two pages in length, should contain the following:
 - State the bidder's understanding of the scope of the service to be performed.
 - Make a positive commitment to perform the services as described in the bid.
 - Show the total project cost.
3. **References:** The bidder will be required to include three (3) client references with their bid. These references should include the name of the client, name of contact person, telephone number, address and type of work performed.

V. EVALUATION OF BIDS

The contract will be awarded to the most responsible and responsive bidder providing the highest quality services at the most reasonable cost, which will be considered in the best interest of the City.

VI. ADDITIONAL INFORMATION (GATHERING PROCESS)

- A. To ensure fair consideration for all bidders, the City prohibits communication to, or with, any department or employee, other than the City Clerk, during the submission process.
- B. Any questions relative to interpretation of specifications or the bid process shall be directed to:

**Cheri Schwab
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone: 386-763-5364**

VII. RECEIPT OF BID

Sealed bids, along with 3 copies, will be received by the Office of the City Clerk at the date specified. Bids will not be accepted after this time. Bids shall be addressed and sent as follows:

1. For Mail Delivery:

**City of Daytona Beach Shores
(SEALED BID-PUBLIC SAFETY CHILLER REPLACEMENT)
City Clerk
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

2. For Hand Delivery:

**City Hall
City Clerk
(SEALED BID-PUBLIC SAFETY CHILLER REPLACEMENT)
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

- 3. Submitted envelopes should be clearly marked with the bid project name.**

IX. BIDS BINDING FOR 120 DAYS

All bids submitted shall be binding for one hundred and twenty (120) calendar days following the above due date for receipt of bids.

X. LATE BIDS

Bids received by the City after the time specified for bid opening will not be considered.

XI. BIDDER'S WARRANTY

The undersigned person by his/her signature affixed hereby warrants that:

1. He/She is an officer of the organization.
2. He/She has been specifically authorized to offer a bid in full compliance with all requirements and conditions, as set forth in this request for bid.
3. If this bid is accepted, a blanket purchase order will be issued as proposed subject to any modification which may be mutually agreed upon by the City and the bidder.
4. Upon the City's issuance of a purchase order, this set of specifications will serve as the agreement.

PROPOSED BY: _____

NAME, TITLE (typed or printed): _____

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE AND ZIP: _____

AREA CODE/ TELEPHONE NUMBER: _____

SIGNATURE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed (name of individual signing) his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

No bids will be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the consent of the City of Daytona Beach Shores.

NO BID (Reason):

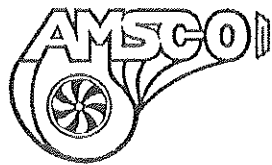
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal in respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement: notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere*, to any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Signature

Exhibit A



AIR MECHANICAL & SERVICE CORP.

January 9, 2020

RE: Direct Replacement of 60-Ton Chiller and (2) 30-Ton Air Handlers – City of
Daytona Beach Shores

To Whom it May Concern:

Air Mechanical & Service Corp. would like to start by thanking you for considering us for this project. Our revised proposal is based on replacing the existing Chiller with a direct replacement Trane CGAM Model Chiller and existing Air Handlers with direct replacement Trane CSAA Model Air Handlers. The proposed equipment as previously stated is a direct replacement of what is currently installed in the facility.

The following is an anticipated timeline of project milestones. All time frames provided start from once a contract has been executed or PO provided:

- Sign Contract/City Issued PO to AMSCO- TBD
- Equipment Lead Times from date of purchase –
 - Chiller – 15 weeks for factory applied Seacoast coating
 - OR
 - 9 weeks for field applied Seacoast coating (applied onsite)
 - Air Handlers – 9 weeks
- Permit – 1 to 2 weeks from executed contract
- Preconstruction Meeting (to Include Owner, Owner's Rep., and Public Safety Personnel) – Within 30 days of executed contract
- Onsite Investigation, to consist of field measurements, planning, drafting, and compiling of a material list – Within 14 days from date of Preconstruction Meeting
- Purchase Material – 7 days
- Prefabrication (to be prefabricated at our shop) – 14 days
- Mobilize Prefabricated Material to site – 1 day

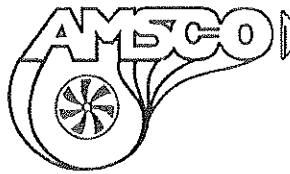
☐ 4311 W. Ida Street
Tampa, Florida 33614
Phone (813) 875-0782
Fax (813) 873-2275

☐ 3119 Louise Street
Tallahassee, Florida 32304
Phone (850) 329-7366
Fax (850) 329-7615

☒ 325 Anchor Road
Casselberry, Florida 32707
Phone (407) 669-0454
Fax (407) 699-0690

☐ 2700 Avenue of the Americas
Englewood, Florida 34224
Phone (941) 475-3715
Fax (941) 475-3725

Air Conditioning - Commercial/Industrial Sales/Service Installation Controls Refrigeration Energy Management Sheet Metal Work



AIR MECHANICAL & SERVICE CORP.

- Equipment Change Out
 - Chiller – Will be done during a Long Weekend (Start Friday Evening and be operational prior to open of business Monday Morning)
 - Air Handlers – One Long Weekend Per each AHU (Start Friday Evening and be operational prior to open of business Monday Morning)

*** Note:** The Order in which each change out is done can be adjusted due to owner's needs and as the project dictates and are not required to be done in the order stated above.

- Startup – An official startup report will be provided with closeout documents.
- Demobilization – 1 to 2 days
- Project Closeout

A formal project schedule will be provided to the owner and Public Safety Personnel at the Preconstruction Meeting which will clearly identify the calendar days each milestone will be performed and completed. Once the meeting has concluded any necessary changes will be made to reflect the agreed upon dates and redistributed to all parties. Taking into account the chiller lead time we anticipate the project being approximately 120 calendar days from an executed contract.

Furthermore, we have contacted our suppliers for Chilled Water Piping and Chilled Water Piping Specialties and will be able to provide and additional cost savings of \$1,200.00. This would bring the project total to \$185,300.00 (see attached SOV).

Again, we would like to thank you for this opportunity and for considering Air Mechanical & Service Corp. If you have any questions or concerns or require any further clarification please feel free to contact me directly.

Respectfully,

Bobby J. Roberson - Senior Estimator
Air Mechanical & Service Corp.
325 Anchor Road
Casselberry, FL 32707

bobbyj@amsco-ac.com C. 321-231-0380 O. 407-699-0454

Air Conditioning - Commercial/Industrial Sales/Service Installation Controls Refrigeration Energy Management Sheet Metal Work

☐ 4311 W. Ida Street
Tampa, Florida 33614
Phone (813) 875-0782
Fax (813) 873-2275

☐ 4525 N.W. Capital Circle, Ste. J-3
Tallahassee, Florida 32303
Phone (850) 329-7366
Fax (850) 329-7615

☒ 325 Anchor Rd.
Casselberry, Florida 32707
Phone (407) 699-0454
Fax (407) 699-0690

☐ 2700 Avenue of the Americas
Englewood, Florida 34224
Phone (941) 475-3715
Fax (941) 475-3725

Exhibit B

TRANE

Air Mechanical & Service Corp

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

Daytona Beach Shores 60-Ton Chiller and (2) 30-Ton Air Handler Replacements - Schedule of Values

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	\$ 9,400.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,400.00	\$ -
2	Submittals & Permit Labor	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,700.00	\$ -
3	Demolition Labor	\$ 8,472.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,472.00	\$ -
4	Chiller & AHU Material *Based on Trane Equ.	\$ 84,152.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 84,152.00	\$ -
5	Chiller & AHU Labor	\$ 9,338.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,338.00	\$ -
6	Ductwork Material	\$ 1,464.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,464.00	\$ -
7	Ductwork Labor	\$ 3,458.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,458.00	\$ -
8	CHW Pipe & Fitting Material	\$ 3,060.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,060.00	\$ -
9	CHW Pipe & Fitting Labor	\$ 5,235.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,235.00	\$ -
10	CHW Piping Specialties Material	\$ 3,791.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,791.00	\$ -
11	CHW Piping Specialties Labor	\$ 1,769.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,769.00	\$ -
12	Floor Protection, Visqueen, Daily Cleanup	\$ 366.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 366.00	\$ -
13	Mechanical Insulation Materials	\$ 6,100.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 6,100.00	\$ -
14	Mechanical Insulation Labor	\$ 3,458.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,458.00	\$ -
15	Electrical Sub	\$ 3,382.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,382.00	\$ -
16	Controls Sub	\$ 18,975.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,975.00	\$ -
17	Test & Balance Sub	\$ 2,736.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,736.00	\$ -
18	Crane & Rigging	\$ 3,192.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,192.00	\$ -
19	Rental Equipment & Temporary Spot Coolers	\$ 6,612.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 6,612.00	\$ -
20	Demobilization and Project Closeout	\$ 5,640.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,640.00	\$ -
21		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
22		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
23		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
24		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
25		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
26		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
GRAND TOTALS		\$ 185,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 185,300.00	\$ -

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

EXHIBIT "C"
Standard Contractual Terms and Conditions

I. GENERAL CONDITIONS.

The Contractor must not change the terms and conditions of the Agreement. If order is not acceptable, return it to the City's Community Services Director. Failure of the Contractor to deliver according to this Agreement or to comply with any of the terms and conditions therein may disqualify him them receiving future orders.

II. QUALITY.

All materials or services furnished on this order must be as specified and subject to City inspection within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without the written authority from the Community Services Director. Material rejected will be returned at the Contractor's risk and expense.

III. QUANTITY/PRICE.

The quantity of materials or the prices specified may not be exceeded without written authority first obtained from the Community Services Director.

IV. INDEMNITY.

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of, or in any way connected with, the performance of the Agreement whether by act or omission of the Contractor, its agents, servants, employees or others, or because of, or due to, the mere existence of the Agreement between the parties.

V. PATENT/COPYRIGHT HOLD HARMLESS.

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or devise which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City

against any claim, suitor proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States of America. The Contractor shall pay all damages and costs awarded against the City.

VI. OSHA REQUIREMENT.

The Contractor hereby guarantees the City that all materials, supplies, and equipment as listed on Exhibit "B" of the Agreement meets the requirements, specifications and standards as provided for under the U.S. Department of Labor Occupational Safety and Health Act 1970, as from time to time as amended and in force at the date hereof.

VII. COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

Contractor must comply with all applicable state, federal and local laws, guidelines and regulations etc. This includes but is not limited to rules promulgated by OSHA, EPA, and DEP. Any dispute concerning this Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this order shall be in Volusia County, Florida. The prevailing party shall recover against the other party all attorney's fees and cost incurred from any and all disputed/or litigation including appeals, which arise from this order.

VIII. COMPLIANCE WITH BID SPECIFICATIONS.

Contractor agrees to comply with all requirements of the original Bid Specifications document that preceded this Agreement. The original Bid Specifications are hereby restated and incorporated by reference as though fully published herein. The Bid Specifications terms and conditions referenced herein include, but are not limited to, Insurance (Worker's Compensation Insurance and Liability Insurance), Anti-Collusion Statement and Drug Free Workplace Certification

IX. EQUAL OPPORTUNITY EMPLOYMENT (EOE).

By its signing of the Agreement, the Contractor makes an affirmative statement supporting the equal employment opportunity and affirmative

action requirements of the City. A copy of the City's Equal Opportunity Employment (EOE) ordinances may be found at the City's website at Chapter 2, Article I., Section 2-7 and Chapter 17, Article I., Section 17-11, respectively.



Air Mechanical and Service Corp.
325 Anchor Road
Casselberry, FL 32707

P: 407-699-0454
F: 407-699-0690

Contact – Lance Gorney
lance@amsco-ac.com

**City of Daytona Beach Shores –
Direct Replacement of 60-Ton Chiller and
(2) 30-Ton Air Handlers
at
Public Safety Facility**



Letter of Transmittal

City of Daytona Beach Shores – Direct Replacement of 60-Ton Chiller and (2) 30-Ton
Air Handlers at Public Safety Facility

December 2, 2019

To: Whom it May Concern

Air Mechanical & Service Corp. was founded in 1982 as a Mechanical and Service company. Our offices are located in Tampa, Orlando, Englewood, Tallahassee, and Pinellas Park making AMSCO one of the largest mechanical and service contractors in Florida.

AMSCO is a complete solutions provider. We currently employ 150+ employees and maintain a fleet of over 110 construction and service support vehicles. AMSCO provides HVAC/R service as well as complete construction management services from tenant build outs to a complete building renovation. Our Construction / Construction Management teams are experienced in turnkey construction Divisions 1 through 17.

For this particular project AMSCO will provide all supervision, equipment, materials, and labor for a "turn key" product as described in the bidding documents. Furthermore, we will maintain a clean job site confined to the designated construction areas and provide 1.5-Ton portable air units to cool the spaces of high priority as shown by the owner during the walkthrough. Air Mechanical proposes this service for the amount of \$188,000.00. On behalf of Air Mechanical & Service Corp., thank you for considering us and giving us the opportunity of serving you!

Respectfully,

Lance Gorney, Branch Manager/Vice President

Air Mechanical & Service Corp.
325 Anchor Road
Casselberry, FL 32707

Air Conditioning - Commercial/Industrial
Sales/Service
Installation
Controls
Refrigeration
Energy Management
Sheet Metal Work



AIR MECHANICAL & SERVICE CORP.

325 Anchor Rd.
Casselberry, FL 32707
Ph: 407-699-0454 Fax: 407-699-0690
www.amsco-ac.com

City of Daytona Beach Shores – Direct Replacement of 60-Ton Chiller and (2) 30-Ton Air Handlers at Public Safety Facility

REFERENCES

1. Enterprise Elementary School Building 10 Chiller Replacement
Volusia County Schools
Chiller Replacement
April 2018 – September 2018
David McCarty – 386-547-4925
New Air-Cooled Scroll Chiller
2. Sugar Mill Elementary School Chiller #3 Replacement
Volusia County Schools
Chiller Replacement
July 2015 – October 2015
Don Sabiston – 407-884-6769
New Air-Cooled Water Chiller
3. Blue Lake Elementary School Upgrade Chiller Plant
Volusia County Schools
Chiller Replacement
April 2017 – November 2017
David McCarty – 386-547-4925
New Air-Cooled Chillers
4. Creekside Middle School – Central Plant and Buildings 5 & 9.
Volusia County Schools
Chiller Replacement
June 2017 – December 2017
Don Sabiston – 407-884-6769
New Air-Cooled Helical Rotary Water Chiller and Nine (9) Air Handlers
5. AUTECH Chiller & AHU-4 Replacement at Command Control Building
Canaveral Construction Company
Chiller and Air Handler Replacement
April 2014 – February 2015
David DeSilva – 321-663-4522
New Chiller and Air Handler

XI. BIDDER'S WARRANTY

The undersigned person by his/her signature affixed hereby warrants that:

1. He/She is an officer of the organization.
2. He/She has been specifically authorized to offer a bid in full compliance with all requirements and conditions, as set forth in this request for bid.
3. If this bid is accepted, a blanket purchase order will be issued as proposed subject to any modification which may be mutually agreed upon by the City and the bidder.
4. Upon the City's issuance of a purchase order, this set of specifications will serve as the agreement.

PROPOSED BY: Air Mechanical & Service Corp.

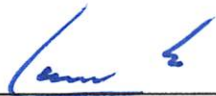
NAME, TITLE (typed or printed): Lance Gorney - Vice President

NAME OF COMPANY: Air Mechanical & Service Corp.

MAILING ADDRESS: 325 Anchor Road

CITY, STATE AND ZIP: Casselberry, FL 32707

AREA CODE/ TELEPHONE NUMBER: (407) 699-0454

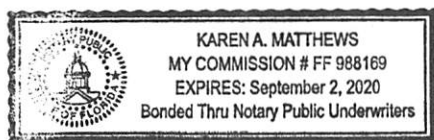
SIGNATURE: 

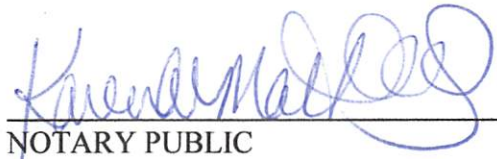
DATE: December 2, 2019

STATE OF Florida

COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed (name of individual signing) his/her signature in the space provided above on this 2nd day of December, 2019.




NOTARY PUBLIC

ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Air Mechanical & Service Corp.

SIGNED BY:  Lance Gorney
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Vice President

ADDRESS: 325 Anchor Road

CITY AND STATE: Casselberry, FL 32707

TELEPHONE: (407) 699-0454

No bids will be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the consent of the City of Daytona Beach Shores.

NO BID (Reason):

N/A

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal in respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement: notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere*, to any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



Signature Lance Gorney - Vice President
Air Mechanical & Service Corp.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BYERS, LINDSAY W

AIR MECHANICAL & SERVICE CORP.

4311 W IDA ST

TAMPA FL 33614

LICENSE NUMBER: CMC1250221

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BYERS, JOHN L

AIR MECHANICAL & SERVICE CORP.
4311 WIDA ST
TAMPA FL 33614

LICENSE NUMBER: CGC1522709

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



LOCAL BUSINESS TAX RECEIPT
CITY OF CASSELBERRY
95 TRIPLET LAKE DRIVE
CASSELBERRY, FLORIDA 32707

Business name: AIR MECHANICAL & SERVICE CORPORATION
Location address: 325 ANCHOR RD
City/State: CASSELBERRY FL 32707

AIR MECHANICAL & SERVICE CORPORATION
325 ANCHOR RD
CASSELBERRY FL 32707-3230

ISSUE DATE: October 02, 2019
EXPIRATION DATE: September 30, 2020

TAX RECEIPT #	CLASSIFICATION	FEES PAID
20-00007755	CONSTRUCTION	115.76
20-00010717	SEMINOLE COUNTY FEE B	45.00

LICENSE COMMENTS AND RESTRICTIONS:

COMMERCIAL HVAC MECHANICAL CONTRACTOR
STATE LICENSE NO. CMC044825

IMPORTANT: THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.
PENALTY FOR FAILURE TO DO SO.

State of Florida

Department of State

I certify from the records of this office that AIR MECHANICAL & SERVICE CORP. is a corporation organized under the laws of the State of Florida, filed on January 27, 1982.

The document number of this corporation is F64810.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 2, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2019*



Ken DeFina
Secretary of State

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2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F64810

Entity Name: AIR MECHANICAL & SERVICE CORP.**Current Principal Place of Business:**4311 W. IDA ST.
TAMPA, FL 33614**Current Mailing Address:**4311 W. IDA ST.
TAMPA, FL 33614**FEI Number:** 59-2158902**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**BYERS, LINDSAY W.
4311 W. IDA STREET
TAMPA, FL 33614 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	V
Name	GORNEY, LANCE
Address	14126 PORTRUSH DRIVE
City-State-Zip:	ORLANDO FL 32828
Title	V
Name	CITEK, ANDREW H
Address	8572 109TH STREET NORTH
City-State-Zip:	SEMINOLE FL 33772
Title	STD
Name	BYERS, JOHN L.
Address	2535 TENNESSEE AVENUE
City-State-Zip:	TAMPA FL 33629
Title	VP
Name	CASTELLANO, MARK
Address	802 OAK POND DRIVE
City-State-Zip:	OSPREY FL 34229

Title	V
Name	GOLDSTEIN, LYNN M
Address	6710 ROCKY PARK STREET
City-State-Zip:	TAMPA FL 33625
Title	PD
Name	BYERS, LINDSAY W
Address	7950 COQUINA WAY
City-State-Zip:	ST. PETE BEACH FL 33706
Title	V
Name	CONNELLY, NEIL
Address	15620 HAMPTON VILLAGE DRIVE
City-State-Zip:	TAMPA FL 33618
Title	VP
Name	JOHNSON, JASON G
Address	3725 FERMANAGH CIRCLE
City-State-Zip:	TALLAHASSEE FL 32309

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LINDSAY W. BYERS**PRESIDENT****01/02/2019**

Electronic Signature of Signing Officer/Director Detail

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Air Mechanical & Service Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 4311 W. Ida Street	Requester's name and address (optional)
	6 City, state, and ZIP code Tampa, Florida 33614	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	9	-	2	1	5	8	9	0	2	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 11-29-2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 11, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Consideration to establish a roll-call policy

SYNOPSIS:

At the meeting of January 28th, there was discussion to establish a roll-call vote policy for the City Council.

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

Currently, the roll call vote is done on a random basis with the Mayor being called last. It is the desire of Council to create a uniform policy for calling the vote. Examples to consider are alphabetically, left to right on the dais and right to left on the dais. The Mayor would still be called last for any of the scenarios.

LEGAL REVIEW:

RECOMMENDATION:

Staff will go along with whatever method is preferred by the City council.

SUGGESTED MOTION:

I move to utilize the method of XXX for all roll call votes.

ATTACHMENT: None