



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING JULY 12, 2022

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes June 28, 2022
- 7. CONSENT AGENDA:**
 - A. Firehouse Sub Grant Approval/Acceptance

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

9. REPORTS OF THE CITY MANAGER:

- A. July 12th Report

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. Ordinance 2022-12 Smoking Prohibition in City parks.
- B. Park list for future resolution and proposed fines related to smoking prohibition in city parks.
- C. Ordinance 2022-13 City of Daytona Beach Shores Procurement Policy
- D. Non-Conforming Sign Removal Incentive Grant Application 12022019: Tropic Shores Condominium Association (Timeshare) - 3111 S. Atlantic Avenue
- E. Regular Site Plan Application RSP 21022005 - Surf Style at Daytona Beach Shores, 2226 S. Atlantic Avenue

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 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS

OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

MINUTES
CITY COUNCIL MEETING
June 28, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Vice Mayor Mel Lindauer, Mayor Nancy Miller, Councilmember Richard Frizalone, Councilmember Richard Bryan. **Excused:** Councilmember Michael Politis.
Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Garrett Olsen, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Captain Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Cherise Wintz presentation for 5K race in November

Ms. Cherise Wintz stated this would be the third annual race since moving it to the City. The council provided approval for the event.

6. APPROVAL OF MINUTES

A. City Council Minutes June 14, 2022

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by VICE MAYOR MEL LINDAUER to Approve the City Council Minutes of June 14, 2022.

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

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

7. CONSENT AGENDA:

- A. Public Safety May report
- B. Building Division Monthly Report - May 2022
- C. Community Services Department Monthly Report - May 2022
- D. Executive Summary-Financial Reports

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by VICE MAYOR MEL LINDAUER to Approve the consent agenda.

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

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

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

Attorney Garrett Olsen reviewed his report to the council.

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report

City Manager Kurt Swartzlander reviewed his report with the council. He explained that it has been common practice to cancel meetings both in November and December (11/22, 12/27) due to the holidays. He would like to include the August 9th meeting due to the Mayor's meeting schedule.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to approve canceling the meetings for August 9th, November 22nd, and December 27th.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone,

Vice Mayor Mel Lindauer

Last year, City Manager Booker had mentioned adding Veteran's day as an official holiday, but it was too late to do so. He inquired if the council would like to add the holiday as part of next year's budget.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by VICE MAYOR MEL LINDAUER to approve adding Veteran's Day as an official holiday.

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

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

He congratulated both Mayor Miller and Vice Mayor Lindauer for their re-election with no opposition. He also congratulated Chris Conomos, who also ran unopposed for Seat 1, which was recently vacated by CMBR Frizalone. He thanked CMBR Frizalone for his past 4 years of service.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Consideration to change contract with Chargepoint

City Manager Swartzlander explained that the city has had electric vehicle charging stations for the past 3 years. When they were initially installed, the council agreed to allow the first 4 hours to be free of charge. It was understood that at some point, the council would authorize a fee for charging a vehicle. Recently, staff has been receiving numerous complaints due to the increased price of gas. Last year, the city signed an agreement with FPL for new charging stations that would not be free to use. They are installed, but have not been activated since FPL is waiting on a transformer. He requested that council end the free charging period effective August 1st for the existing Chargepoint stations.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to approve ending the free charging component effective August 1st.

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

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

B. Discussion on passage of smoking bill and the effects on public areas in the city

There was a brief discussion regarding the passage of the smoking bill and how the council wanted to move forward. There are four city parks that could be regulated, along with the tennis courts, pickleball courts and the dog park. CMBR Bryan requested an ordinance be placed on the next agenda for consideration. A draft ordinance written by the City Attorney

was reviewed. It included a trigger provision, so if the County of Volusia amends their regulations, the city could take action at the county parks as well. The City Council would have the discretion for enforcement and any punishment by resolution.

12. COUNCIL COMMENTS:

Vice Mayor Lindauer stated that he was pleased to spend another four years on the council. Mayor Miller remarked about the recent ribbon cutting ceremony at Peck Park. She announced the guest speaker for the July Coffee with the Mayor would be Halifax Expresscare. The August event has been cancelled. CMBR Frizalone stated that his official last day was today. He thanked the city staff and fellow council for their hard work and support.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Dan Morris, from the Daytona Beach Chamber of Commerce thanked Mayor Miller for speaking at the recent Youth Civic Leadership Summit. Tony Rembiszewski was concerned about the recent sale of the Bank of America property with its proximity to city property. It is his hope that a friendly business will lease the building. Ed Offerman commented on the Waste Pro contract from the City Manager's report. He cautioned the council, that if they re-open the contract, it could be up for negotiation. If that were to happen, he felt the city should request something in return. He offered congratulations to the newly re-elected council.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

The ordinance regarding the smoking bill.

- 11 C.** Consideration to appoint a new member to fill the vacancy on Seat 1 until the next four year term begins at the first meeting in November.

Mayor Miller explained that Chris Conomos ran unopposed for Seat 1 and would start his term in November. With the recent vacancy, the charter allows them to appoint a member for the interim. The council felt it would be beneficial to have Mr. Conomos join the council immediately.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to appoint Chris Conomos to fill the vacancy on Seat 1 until the next four-year term begins at the first meeting in November..

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

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

Chris Conomos was sworn in by Attorney Olsen.

15. ADJOURNMENT:

The meeting ended at 6:51 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

MEMORANDUM

To: City Council
From: Michael Fowler, Acting Public Safety Director
Date: July 5, 2022
Re: Council acceptance of Firehouse Grant
File: PS22-07-01

I am happy to notify you that Firehouse Subs Public Safety Foundation has awarded our public safety department a Hurst Saltwater Cutter, Spreader, Ram, Six Batteries & Three Chargers valued at up to \$35,830.00. This equipment will be used to extricate victims from entrapment at crash scenes and structural collapses. It is particularly valuable to our beachside community because the tools work both traditionally and underwater while remaining corrosion resistant.

I am requesting council approval to accept this grant. There are no costs to the city.



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
JULY 12, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Kurt Swartzlander, City Manager
Cheri Schwab, City Clerk
FROM: John Cary, City Attorney
DATE: July 5, 2022
SUBJECT: ***City Attorney Report***

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of June 28, 2022. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Christmas Parade*

Worked with staff to resolve issues regarding the Christmas parade; revised documents to be used for participants in the parade.

(2) *Fire Truck Ladder Warranty*

Continued working with staff to evaluate the fire truck ladder and associated warranty.

(3) *Purchase of Property*

Reviewed final revised Purchase and Sale Agreement with JP Morgan Chase Bank.

(4) *Personnel Situation*

Performed legal research, drafted a script, held a phone conference with the City Manager and Department of Public Safety, spoke with opposing attorney, and

otherwise prepared for a hearing for a personnel issue.

Respectfully, submitted,

/s/ John Cary, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

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

MEMORANDUM

DATE: July 7, 2022

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

FROM: Kurt D. Swartzlander, City Manager

SUBJECT: City Manager's Report – July 12, 2022

Council Meeting Dates:

Staff is requesting a change two City Council Meeting dates

- Due to budget hearing regulations, staff is requesting to change the date of the September 13 City Council meeting to **Monday, September 12, 2022, which will be our first public hearing on our 2022/2023 budget.**
- Election day falls on November 8, which is our regularly scheduled Council date. Our Council Chamber is used as a voting precinct. Our regular council date needs to be rescheduled and staff is suggesting **Wednesday, November 9, 2022, at 7:00 p.m.** This meeting will need to be scheduled for 7:00pm in case the Charter Amendment removing this requirement does not pass at the general election.

Charging Stations:

FPL transformer is being installed but it is unknown when the units will be activated. When the FPL units are activated the old charging station will be removed and deactivated. There will be no free charging time on the FPL units.

Mini Golf Course:

The sale of 2504 S. Atlantic avenue has been completed and is scheduled for demolition which is scheduled to be completed by the end of August (including restoration of the land). In addition, the fines have been fully paid from the proceeds of the sale that were agreed upon for the adjacent hotel property.

Treasure Island:

Update to be provided at the city council meeting regarding status of compliance with the 150 day deadline requirements contained in the development agreement.

Cindi Lane Nominated for Doris Fleischman PR Award: The Volusia/Flagler Chapter of the Florida Public Relations Association (FPRA) has selected Cindi Lane, as their nominee for this year's FPRA Doris Fleischman Award.



**CITY COUNCIL AGENDA MEMORANDUM
JULY 12, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Kurt Swartzlander, City Manager
SUBJECT: Ordinance 2022-12 Smoking Prohibition in City parks.

SYNOPSIS:

At the direction of the City Council the attached ordinance is being brought back for first reading and consideration

FISCAL IMPACT STATEMENT:

Not Applicable

BACKGROUND:

With recent legislative changes at the state level the city is now able to regulate smoking within city owned and controlled parks. This proposed ordinance is in response to those changes. If adopted upon second reading a city resolution will be needed to provide the list of locations and applicable fines.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Approve first reading of Ordinance 2022-12

SUGGESTED MOTION:

Motion to approve Ordinance 2022-12 as written.

ATTACHMENT: 1. Ord 2022-12 Smoking prohibition in parks and beaches

ORDINANCE 2022-12

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, ADOPTING NEW SECTIONS 16 AND 17, “SMOKING AT PARKS PROHIBITED EXCEPT FOR UNFILTERED CIGARS”, AND “SMOKING ON THE BEACH PROHIBITED EXCEPT FOR UNFILTERED CIGARS - TRIGGER BASED ON COUNTY ORDINANCE”, RESPECTIVELY, OF ARTICLE I, “IN GENERAL”, OF CHAPTER 16, “OFFENSES MISCELLANEOUS”, OF THE CODE OF ORDINANCES OF THE CITY OF DAYTONA BEACH SHORES; PROVIDING FOR ENFORCEMENT AND PENALTIES; 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 386.209, *Florida Statutes*, (2022) permits the City of Daytona Beach Shores to adopt and enforce restrictions as to smoking within the boundaries of any public beaches and public parks that the city owns, except that the city may not further restrict the smoking of unfiltered cigars; and to further restrict smoking within the boundaries of public beaches and public parks that are within the city’s jurisdiction but are owned by Volusia County, unless such restriction conflicts with a county ordinance, except that the city may not further restrict the smoking of unfiltered cigars.

WHEREAS, Section 20-6 of the Volusia County Code currently “preempts all municipal regulation governing individual conduct on the beach and approaches; [and] all municipal regulation of general application that permits or prohibits individual conduct on the beach or approaches that is regulated by this chapter;” therefore, unless the preemption by Volusia County as to municipal regulation of smoking on the beach is amended to allow regulation by the city, the City of Daytona Beach Shores is unable to prohibit smoking on the beach in the city limits of Daytona Beach Shores; and

WHEREAS, the City Council of the City of Daytona Beach Shores desires to prohibit smoking on the beach in the city’s jurisdiction, so a portion of this ordinance has a “trigger” provision which would immediately prohibit smoking on the beach in the city limits if and when Volusia County amends its ordinances in a manner that would allow Daytona Beach Shores to prohibit smoking on its beach; and

WHEREAS, the City Council of the City of Daytona Beach Shores finds that the provisions of this ordinance are in the best interest of the citizens of and visitors to the City of Daytona Beach Shores, and that such restrictions are necessary for the health, safety and welfare of the citizens of and visitors to the City of Daytona Beach Shores.

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 adopts a new Sec. 16, “Smoking at parks prohibited except for unfiltered cigars”, of Article I, “In General”, of Chapter 16, “Offenses Miscellaneous”, of the *Code of Ordinances of the City of Daytona Beach Shores* to read as follows:

CHAPTER 16. Offenses Miscellaneous

Article I. In General

Sec. 16, Smoking at parks prohibited except for unfiltered cigars

Pursuant to Florida Statutes, Sec. 386.209, smoking is prohibited and unlawful within the boundaries of any public park within the city. The city council shall adopt by resolution a complete listing of all public parks within the city that are subject to this provision. A violation of this provision may be enforced by citation by any law enforcement officer or by any code enforcement officer. Fines applicable to citations under this section shall be as set by resolution of the city council. In addition, the city may enforce this prohibition 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*.

Sec. 17, Smoking on beach prohibited except for unfiltered cigars – trigger provision

Pursuant to Florida Statutes, Sec. 386.209, smoking is prohibited and unlawful within the boundaries of any public beach within the city. The city council shall adopt by resolution a complete listing of all public beaches within the city that are subject to this provision. A violation of this provision may be enforced by citation by any law enforcement officer or by any code enforcement officer. Fines applicable to citations under this section shall be as set by resolution of the city council. In addition, the city may enforce this prohibition 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*. This ordinance shall only become enforceable if and when Volusia County amends its ordinance(s) to eliminate the preemption that currently (at the time of the enactment of this section) prevents the city from prohibiting smoking, except for unfiltered cigars, on the beach in the city.

SECTION TWO: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or

other appropriate word; provided, however, that Sections Two, Three, Four, and Five shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION FOUR: 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 FIVE: EFFECTIVE DATE. This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

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

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



**CITY COUNCIL AGENDA MEMORANDUM
JULY 12, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM: Kurt Swartzlander, City Manager

PREPARED BY: Kurt Swartzlander, City Manager

SUBJECT: Park list for future resolution and proposed fines related to smoking prohibition in city parks.

SYNOPSIS:

Proposed park locations:

Andrinopoulos Park
Beachcomber Park
Larry Fornari Sr. Park
Veteran's Park
City Tennis Courts
McElroy Park (including pickleball courts)
Van Alder Dog Park
Court of Flags/Shores Pavillion
2849 S. Atlantic Avenue Park (north of St. Kitts Condo)

Proposed Fine:

\$100

FISCAL IMPACT STATEMENT:

Not Applicable

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: None



CITY COUNCIL AGENDA MEMORANDUM JULY 12, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Ordinance 2022-13 City of Daytona Beach Shores Procurement Policy

SYNOPSIS:

The City Council is having the question of amending the City Charter Section 7.08 - Bids, contracts, and expenditures on the November 2022 ballot to allow city purchasing to be governed by council-approved purchasing policies. Ordinance 2022-13 is a comprehensive procurement policy that would go into effect after the election if approved by council and the voters.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The City Charter governs specific bidding and purchasing procedures under Section 7.08. The City Council is having the question of city purchasing to be governed by council-approved purchasing policies put on the November 2022 ballot, question #4. Ordinance 2022-13 is a comprehensive procurement policy, if approved by council, would go into effect after the November 2022 election if passed by voters.

LEGAL REVIEW:

RECOMMENDATION:

Approve first reading of Ordinance 2022-13.

SUGGESTED MOTION:

Motion to approve Ordinance 2022-13 as written.

ATTACHMENT: 1. DBS Procurement Ordinance 2022-13

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, ESTABLISHING A PURCHASING POLICY FOR THE CITY; AMENDING THE *MUNICIPAL CODE OF ORDINANCE*, SECTION 2-9 HURRICANE EMERGENCY AND RENAMING SECTION 2-9 AS PROCUREMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING CITY PROCUREMENT POLICIES; PROVIDING PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND CORRECTIONS OF SCRIVERNRE'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 287.001, Florida Statutes, recognizes the importance of fair and open competition as a basic tenant of public procurement; and

WHEREAS, the City Council of the City of Daytona Beach Shores desires to codify processes for the procurement of goods, supplies and other services; and

WHEREAS, the City Manager is the chief administrative officer of the city, responsible to the City Council for the administration of all city affairs placed in the City Manager's charge by or under the Charter; and

WHEREAS, the City of Daytona Beach Shores desires to amend the City of Daytona Beach Shores Code of Ordinances to establish policies for the procurement of equipment, services, materials, and supplies for the operation of municipal government.

WHEREAS, the City desires to enhance and further its goals as outlined herein and has determined that the provisions of this Ordinance advance a legitimate public purpose and promote and protect the health, safety and welfare of the public.

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, for purposes of this Ordinance, when text is being amended, strikethrough text

represents deletions from the current text of the Code of Ordinances of the City of Daytona Beach Shores while underlined text represents deletions.

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses), City staff report and City Council agenda memorandum relating to this Ordinance as the legislative and administrative findings and intent of the City Council.

SECTION TWO: AMENDMENT TO CHAPTER 2 ADMINISTRATION ARTICLE I. IN GENERAL HURRICANE EMERGENCY. Section 2-9(a)-(d)(3), *Code of Ordinances of the City of Daytona Beach Shores*, Florida is deleted in its entirety and replaced with the following:

Sec. 2-9. - ~~Hurricane emergency.~~ Procurement

~~(a) Definition. "Hurricane emergency" shall be defined as such weather conditions that result in the establishment of a tropical storm or hurricane watch by the National Weather Service for the City of Daytona Beach Shores and the County of Volusia.~~

~~(b) The city council hereby declares that a state of emergency shall become effective for all purposes when weather conditions constitute a hurricane emergency, subject to the issuance of a written declaration by the city manager.~~

~~(c) The city council hereby authorizes effective upon issuance of a written declaration of hurricane emergency the following:~~

- ~~(1) An amendment to the current fiscal year budget and an appropriation of funds in an amount not to exceed the unencumbered reserve account of the City of Daytona Beach Shores. Said funds shall be budgeted for the purchase of parts, supplies, materials and services, contracted or departmental, necessary to make emergency repairs to protect property or preserve the peace and to otherwise maintain the operations and services of the municipal government.~~
- ~~(2) The city manager shall be authorized to cancel regular or special council meetings with the concurrence of the mayor.~~
- ~~(3) The city manager shall be authorized to act consistent with the charter of the City of Daytona Beach Shores in any manner necessary to provide for the safety, protection and preservation of lives and property located within the City of Daytona Beach Shores.~~
- ~~(d) Throughout a declared hurricane emergency the following purchasing procedures shall apply:~~
- ~~(1) The city manager shall be empowered to secure any needed emergency parts, supplies, materials, or services, contracted or departmental, using the most efficient and effective procurement methods in each procurement as determined by the city manager.~~
- ~~(2) With the approval of the city manager, or finance director if so designated by the city manager, the head of any department may purchase any needed emergency parts, supplies, materials or services, contracted or departmental, using the most effective procurement methods in each procurement, as determined by the city manager or finance director. The head of the department shall provide to the finance director a requisition and a copy of the~~

~~delivery record together with a full written report of the circumstances which made the emergency purchases necessary.~~

~~(3) The city manager or finance director, if so designated by the city manager, may request another municipality to purchase for the city any needed emergency parts, supplies, materials or services, contracted or departmental, or the city may purchase from another municipality any needed emergency parts, supplies, materials or services, contracted or departmental, that the municipality has available.~~

Sec. 2-9 (a) In general.

The general purchasing policy of the City of Daytona Beach Shores is that the acquisition of all goods and services shall be conducted on the basis of full and open competition, to the greatest extent possible, with the contract award being made to:

- 1) The best value proposer under qualitative solicitations that involve pricing as a competitive selection factor.
- 2) The highest ranked technical proposer with whom a fair and reasonable price may subsequently be negotiated under solicitations that do not involve pricing as an initial competitive selection factor.
- 3) That all specifications or statements of work included in City purchasing actions accurately describe the essential needs of the city and contain no artificial or arbitrary requirements that limit competition.
- 4) That each purchasing action is conducted in accordance with the best interests of the City, and with the highest level of integrity and fairness to all involved parties throughout the procurement cycle.
- 5) That all City purchasing operations be conducted in compliance with federal, state, and local

laws, as applicable, and ensure the highest degree of ethical standards.

- 6) That transparency be sustained throughout the purchasing process.

Sec. 2-9 (b) Purchasing agent. The city manager is the purchasing agent for the city, with ultimate responsibility for all procurement, purchasing, and contracting functions. The city manager may delegate some or all purchasing authority, except the authority to make the final decision regarding administrative actions such as bid protests, to any city employee. The city manager shall have the authority to do as follows:

- (1) Serve as the chief procurement officer of the city.
- (2) Adopt operational procedures governing the internal function of procurement.
- (3) Purchase or contract for the purchase of commodities, services, or construction for the city.
- (4) Negotiate and recommend execution of contracts for the purchase of commodities, services, or construction.
- (5) Act to procure for the city the needed quality in commodities, services, or construction at best value.
- (6) Discourage uniform bidding and encourage full and open competition on all purchases.
- (7) Prepare revisions and amendments to the purchasing ordinances set forth herein, as necessary, and recommend such revisions and amendments to the city council.
- (8) Adopt policies and procedures governing the procurement, management, and control of commodities, services, and construction procured by the city.
- (9) Keep informed of current developments in the field of procurement, purchasing, prices, market conditions and new processes.

- (10) Prescribe and maintain such forms as may be reasonably necessary for procurement and other rules and regulations.
- (11) Establish and maintain programs for the inspection, testing, and acceptance of commodities, services, and construction purchased to ensure conformance with specifications.
- (12) Transfer surplus tangible personal property between city departments or facilities as needed.
- (13) Sell, trade, or otherwise dispose of surplus tangible personal property which has become unnecessary or unfit for the city's use.
- (14) Ensure compliance with this Code and other policies and procedures by reviewing and monitoring procurements conducted by any designee, department, or city employee.

Sec. 2-9 (c) Quotes and Formal Solicitations.

- (1) **Informal quotes (\$5,000.00 to \$30,000.00).** Except as provided in this policy, procurement of goods or services (including leases) with an estimated value greater than or equal to \$5,000.00 but less than or equal to \$30,000.00 require two or more written quotes in accordance with the procedures adopted by the City.
- (2) **Formal request (\$30,000.01 to \$50,000.00).** Except as otherwise provided in this policy, procurement of goods or services (including leases) with an estimated value greater than or equal to \$30,000.01 but less than or equal to \$50,000.00 require a formal request for quotes which shall be posted for a minimum of two weeks on the City's website in an attempt to obtain two or more written quotes. The requesting department shall submit the required specifications to the City Clerk.
- (3) **Request for formal sealed competitive solicitation (\$50,000.01 or greater).** Except as otherwise provided in this policy, procurement of goods or services (including leases) with an

estimated value greater than or equal to \$50,000.01 shall require a formal sealed competitive solicitation. Such solicitations may be in the form of an invitation to bid (ITB), request for proposal (RFP), request for statement of qualifications (RFSQ), request for information (RFI) or any other formal solicitation process.

- (4) Correction or withdrawal of inadvertently erroneous bids are permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions are permitted.
- (5) Purchases may not be divided to avoid the monetary threshold for competitive solicitation.
- (6) The solicitation of competitive bids or proposals for professional services covered by the Consultants Competitive Negotiation Act (CCNA) shall be accomplished in accordance with the provisions of Florida Statutes.
- (7) The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than \$200,000.00 shall be accomplished in accordance with the provisions of Florida Statutes.
- (8) The solicitation of competitive bids or proposals for City utility projects shall be accomplished in accordance with the provisions of Florida Statutes.

Sec. 2-9 (d) Grants. Grants may be used to procure goods and services.

- 1) All grant applications must be approved by the city manager prior to submission.
- 2) Matching grants must have matching funds budgeted for in year of grant award.

Sec. 2-9 (e) Waiver of irregularities. The city council grants the city manager the authority to waive any and all non-substantial or minor irregularities in any and all formal bids. Any waiver will be noted in any award recommendation to the council.

Sec. 2-9 (f). Integrity of the competitive solicitation process; no-contact period;

public records and meetings. From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members. Violation of this section may result in rejection/ disqualification from award of the contract arising out of the competitive solicitation. All questions regarding the competitive solicitation must be directed to the city manager or designee, who will respond in writing and post such response to ensure that all respondents receive the same information during the No - Contact Period. The penalty for violating the No - Contact Period may include suspension or debarment.

Sec. 2-9 (g). Authority to debar or suspend.

(1) Debarment or suspension. After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the purchasing agent is authorized to debar or suspend a vendor for cause from further consideration for award of contracts with the city. The debarment or suspension shall not be for a period of more than three (3) years.

(2) The causes for debarment or suspension include one of the following:

a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects responsibility as a city vendor.

c) Conviction under state or federal anti- trust statutes arising out of the submission of bids or proposals.

d) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing agent to be so serious as to justify debarment action:

i) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; and

ii) Recent failure to perform or unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the vendor shall not be considered to be a basis for debarment.

e) Any other cause the purchasing agent determines to be so serious and compelling as to affect responsibility as a city vendor, including debarment or suspension by another governmental entity for any cause listed in this section.

Sec. 2-9 (h). Debarment procedures

- 1) The city manager shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred vendor of the right to appeal to the city council. A copy of the decision of the city manager shall be mailed or furnished immediately to the debarred vendor and the city council.
- 2) A decision to debar shall be final and conclusive unless within ten days after receipt of the decision the debarred vendor files a written notice of appeal to the city council.
- 3) Upon a written notice of appeal to the city council, the city manager shall schedule a hearing before the city council as soon as reasonably possible, and shall provide written notice of the

date and time of the hearing to the debarred vendor. The debarred vendor shall have the opportunity to be heard by the city council.

- 4) The decision of the city manager shall be deemed final and conclusive if affirmed by the City Council by a majority vote of the members present.

Sec. 2-9 (i). Exemptions to quotes and formal solicitations

- (1) *Small purchases.* All purchases of goods or services under \$5,000.00.
- (2) *Emergency purchase.* An emergency exemption occurs when:
 - a) certain conditions might adversely affect the life, health, safety and welfare of City employees, or citizens of the City,
 - b) when City property or equipment are endangered,
 - c) when it is necessary to maintain or restore vital services, or
 - d) situations arise which may cause major financial impact to the City should immediate action not be taken.

In the case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases and the circumstances of the emergency shall be submitted to the City Council at the next Council meeting after the purchase and the termination of the emergency. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established purchasing procedures.

- (3) *Piggybacking*. Piggybacking is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entities' award of an invitation for bid or request for proposal. This procedure includes but is not limited to piggybacks of State contracts with the State of Florida, Department of Management Services, and Division of Purchasing, and Federal GSA contracts.
- (a) The City may forego the formal solicitation process by piggybacking. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' invitation for bid or request for proposal. Additional options may be included in a procurement unless the total dollar value of the options is in excess of the City's bid limit. *Expired bids cannot be piggybacked.*
- (b) The City Manager, or his designee may make purchases/awards, utilizing other public bids, provided the contract being piggybacked is approved by City Council, if applicable, the amounts are within the City Council approved budget and the purchase is made in the best interests of the City. For amounts within the City Manager's approval authority, the City Manager must approve the piggyback or contract after review by the Finance Director. For amounts within the Department Head's approval authority, the Department Head must approve the piggyback or contract after review by the Finance Director.
- (4) *Sole source*. Sole source purchasing is when there is only one person or company that can provide the goods and/or services needed because of the specialized or unique characteristics of the goods and/or services.
- (a) The following criteria must be met in order to procure goods and services that are a sole source.
1. It is the only item that will produce the desired results (or fulfill the specific need) and,

2. The item is available from only one source of supply, or
 3. The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, etc.), only one vendor is suited to provide the goods or services.
- (b) Any purchase of goods and/or services with an estimated value greater than the limits set by Section 13 of this ordinance that is intended to be purchased from a sole source, must be electronically posted for at least fifteen business days, in accordance with Florida Statutes. The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.
- (c) Purchases of goods and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure authority.
- (d) The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility to existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.
- (e) The requesting department and/or the buyer shall attempt to locate competition (alternate sources of supply).
- (f) The requesting department shall keep a log of sole source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number, which shall be reported quarterly to the City Council.

- (g) The requesting department shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- (5) *Cooperative purchasing.* The city manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the city would be served thereby, provided the same is in accordance with all applicable laws. If the city manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of \$50,000.00 would require council approval before the purchasing contracts are entered into.
- (6) *Direct Purchase.* Procurement of supplies or materials may be made without competitive selection where the supplies or materials are procured by the city as an owner direct purchase for incorporation into a public work as defined by applicable state law, and the contract for the project was previously awarded by the city and included the cost of the supplies or materials. In such event, the city will procure the supplies or materials in accordance with Florida Statutes and regulations related to owner direct purchases by governmental entities.
- a) The city council finds that an exception is warranted for the city manager's purchase order authority when it is necessary to purchase materials pursuant to the direct purchase sales tax savings of a public works construction project.
- b) The city manager shall have the authority to issue a purchase order for materials that will be incorporated into a public works project of the city, the purchase is pursuant to the owner direct purchase sales tax savings and the funds for the project, including the materials to be purchased, are included in the city's budget for the project.

- c) The city manager will report all purchase orders to the city council that are issued pursuant to this exception at the next council meeting.
- (7) *Special circumstances.* Under circumstances where, after competitive bidding, no bids meeting bid requirements are received, all bids are rejected for failure to meet bid requirements, or no bids are submitted the city council may re-solicit bids, solicit competitive proposals, or make the required purchase by any other legal means.
- (8) *Additional exemptions.* The purchase of the following goods and services is exempt from quotes and formal solicitations:
- (a) Water, sewer, gas, electrical and other utility services; telecommunication services including, but not limited to, cable television, telephone lines, internet connectivity, data and voice circuits, voice over internet protocol ("VOIP"), cellular/wireless phones, wide area network ("WAN") connectivity, pagers, and wireless adapters for cellular data ("air cards").
 - (b) Postage.
 - (c) Advertisements.
 - (d) Membership fees.
 - (e) Subscriptions.
 - (f) Any items covered under the City's travel policy.
 - (g) Software/technology maintenance and support renewal fees for existing software or technology licenses. (Does not include new purchases.)
 - (h) Goods and/or services provided by governmental entities.

- (9) Competition is favored even though this section may allow an exemption. Such exemptions shall be submitted as formal requests from the requesting department and include a detailed justification for the exemption. The city manager may establish procedures that support the competitive process regardless of the exemption status.

Sec. 2-9 (j) Single response to solicitation. If only one response is received for a solicitation, then an award may be made to such respondent pursuant to the following requirements:

The city manager will determine:

- (1) That the price and other terms as submitted are fair and reasonable
- (2) That other prospective respondents had a reasonable opportunity to respond; and
- (3) That the purchase is in the best interest of the city.

Sec. 2-9 (k) Contract Renewals. The city manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided they are approved by council at the initial award of the contract, and the terms and conditions as well as current market conditions are favorable for the city. Such renewals are subject to the availability of funds. This shall include all contracts executed by city council prior to adoption of this ordinance.

Sec. 2-9 (l). Alterations or modifications of contracts.

- (1). Where in the opinion of the department head it becomes necessary for the prosecution of any work or improvement under contract to make alterations or modifications in such contract, such alterations or modifications may only be affected as follows:

(a) *Unforeseen conditions allowance.* The city manager, or his designee as set forth in writing, shall have the authority to approve expenditures up to the total amount of the allowance for unforeseen conditions if established upon award of the contract.

(b) *Change orders by city manager authority.* The city manager, or his designee as set forth in writing, shall have the authority to approve change orders up to (10%) of the original contract amount or \$50,000.00 per occurrence if an allowance is not included in the contract, but not to go over his authority threshold. Any change order above the city manager's approval threshold must be approved by council.

(c) *Emergency event.* The city manager or his designee as set forth in writing, shall have the authority to approve and execute change orders that increase the contract price beyond the unforeseen conditions allowance only for an emergency event that occurs during the performance of the contract and requires immediate resolution to avoid one or more of the following:

- (i) Additional costs that were not reasonably anticipated;
- (ii) Delay to the project that increases costs; or
- (iii) Endangerment to the public.

Each change order issued because of an emergency event shall be brought to the city council for ratification at the next available meeting if the approval authority of the city manager has been exceeded or if the allowance has been exceeded.

(d) *Scope and time.* City council approval shall be required for changes in project time over thirty (30) days

(2) Except as expressly modified in a change order, all other terms and conditions of the modified contract shall remain in full force and effect.

Sec. 2-9 (m). Approval requirements

(1) City Council approval shall be required for all contracts and bid awards, piggybacking awards, and sole source awards with an estimated value greater than \$50,000.00.

- (2) The City Manager or designee shall have approval authority as follows:
 - (a) Any purchases less than or equal to \$50,000.00; or
 - (b) Any purchases of capital items, goods, and services pursuant to contracts and bid awards, piggybacking awards, and sole source awards approved by City Council and/or as set out in the annual budget as adopted by the City Council.
- (3) Department heads or their designee shall have authority to approve purchases of capital items, goods, and services up to and including the amount approved by the City Manager, where such purchase does not exceed the item and/or department budget limit.
- (4) Emergency purchases shall be accomplished in accordance with section 3(b).

Sec. 2-9 (n) Performance and payment bonds.

- 1) A contractor or vendor may be required to provide a corporate surety bond from a surety company authorized to do business in Florida to guarantee the full and faithful performance of the contract obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as are deemed necessary by the city manager. All such bonds shall be approved as to form by the city attorney.
- 2) The city council delegates to the city manager the authority to waive in whole or in part, the payment and performance bond requirements on city projects for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, unless otherwise required by law, and when the cost of the work to be completed is estimated to be less than or equal to the City Manager's authority threshold.

Sec. 2-9 (o) Disposal of surplus property.

- 1) The city manager has authority to dispose of surplus city tangible personal property by trade, sealed bid, donation, or sale at public auction depending on the item, its value, or other factors

all as may be in accordance with law and City policy.

- 2) If the surplus property is determined to be only of scrap value or have no commercial value, the city manager is authorized to sell the surplus property as scrap if possible or dispose in any other manner.
- 3) The city manager may transfer surplus items to another department which has need of it.
- 4) City council approval is required prior to disposal of any real property. Council shall adopt an ordinance to convey or lease or authorize the conveyance or lease of any city real property. Council may authorize the city manager to dispose of the surplus real property by the method or methods deemed most advantageous, convenient, and economical.

Sec. 2-9(p) Bid Protest Procedures.

1. In any case where a bidder or interested bidder wishes to protest either the results of or intended disposition of any bid, the following action is required:

(a) The bidder or interested bidder must file a written notice with the City Clerk explaining in detail the nature of the protest and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the City's Notice of Intent to Award. At that time, the final bid award shall be delayed until the protest procedure, herein described, has been completed.

(b) The City Clerk shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.

2. In any case where a bidder, or interested bidder wishes to appeal the determination by the City Clerk, the following action is required:

(a) The bidder or interested bidder must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by

the City Manager no later than three (3) business days after the City Clerk's written response. At that time, the final bid award shall be delayed until the protest procedure, herein described, has been completed. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Daytona Beach Shores, in the amount not less than five percent (5%) of the lowest responsible bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the City Clerk.

(b) Upon timely receipt of the formal written protest and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

3. In any case where a bidder, or interested bidder wishes to appeal the determination by the City Manager, the following action is required:

(a) The bidder or interested bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager's written response. At that time, the final bid award shall be delayed until the protest procedure, herein described, has been completed.

(b) The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.

(c) The bidder or interested bidder must attend the scheduled City Council meeting. City staff and the bidder or interested bidder will be provided an opportunity to present evidence related to the bid protest appeal.

(d) At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

4. The bid bond protest bond shall be forfeited to the City if one of the following occurs:

(a) The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed.

(b) The bid protest appeal is determined to be without merit or non-valid by the City Council, or

(c) The bidder or interested bidder who filed the appeal did not attend the scheduled City Council meeting.

Sec. 2-9 (q). Procurement by lease and multi-year procurements.

1) A procurement contract may be entered into for any period of time deemed to be in the best interest of the city unless otherwise prohibited by law. Threshold spending limits are based on the life of the contract (excluding extensions) not on the individual annual amounts.

2) Unless the city council expressly approves otherwise or the contract states otherwise, every contract for procurement of goods by lease will provide the city the right to terminate without cause on 90 or fewer days' notice or the right to terminate based on non-appropriation.

3) Unless the city council expressly approves otherwise or the contract states otherwise, every contract for a multi-year procurement will provide the city the right to terminate without cause on 90 or fewer days' notice, or the right to terminate based on non-appropriation; and will further provide that in the event of termination as described above the maximum reimbursement available to the contractor will be the reasonable value of goods and services delivered and accepted through the termination date.

Sec. 2-9 (r) Indefinite quantity contracts. The city council may award indefinite quantity contracts whenever it is impractical to determine in advance the precise quantities of goods or services needed. In approving an indefinite quantity contract, the city council may authorize the city manager to make expenditures up to a maximum stated amount or to expend such sums as may be budgeted and appropriated for purchase orders under the contract.

Sec. 2-9 (s). Conflicts of interest. No employee of the city shall contract with or for any business dealing with the city whereby he may derive income or benefits other than those provided as remuneration from the city for his employment except when the city council has made a prior determination that such dealings are in the best interest of the city.

Sec. 2-9 (t). Encumbrance of funds. Except in cases of emergency, the city manager shall not issue any order for delivery on a contract or purchase, unless there is to the credit of the department concerned a sufficient funds on deposit to defray the amount of such an order, or a budget amendment/transfer is in process for approval by the city council.

Sec. 2-9 (u). Appropriations lapse at end of year. All appropriations shall lapse at the end of the budget year to the extent they shall not have been expended.

SECTION THREE: Severability. If for any reason any provision, paragraph, word, section, or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, and sections shall not be affected and shall continue in full force and effect.

SECTION FOUR: Codification. This Ordinance shall be incorporated into the City of Daytona Beach Shores Code. Any section, paragraph number, letter and/or any heading may be changed or modified by the code codifier as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alternations, and omissions not affecting the construction of meaning of this Ordinance or the City Code may be freely made.

SECTION FIVE: Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: Effective Date. This Ordinance shall become effective upon passage of charter amendment and adoption by the City Council.

CITY OF DAYTONA BEACH, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

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

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



CITY COUNCIL AGENDA MEMORANDUM JULY 12, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Gwyn Herstein, Code Enforcement Coordinator

SUBJECT: Non-Conforming Sign Removal Incentive Grant Application 12022019: Tropic Shores Condominium Association (Timeshare) - 3111 S. Atlantic Avenue

SYNOPSIS:

The City received a completed Non-Conforming Sign Removal Incentive Grant Application 12022019 on June 4, 2022, from the Tropic Shores Condominium Association (Timeshare), located at 3111 S. Atlantic Avenue. The nonconforming sign removal and replacement took place between the expiration of the original grant program, which ended September 30, 2021, and the recently reinstated grant program. The subject application, if approved, would reimburse the property owner a portion of the costs associated with replacing the previously nonconforming sign with their new, conforming, monument-style sign. If approved, the applicant would qualify for \$2,698.50 in grant reimbursement. The total cost of the newly placed sign was \$17,990.00.

FISCAL IMPACT STATEMENT:

BACKGROUND:

According to Ordinance 2012-02, signs not conforming to the standards enacted therein were required to be removed by April 9, 2022. To assist property owners with the expenses associated with replacing these non-conforming signs, the City Council created a Non-Conforming Sign Removal Incentive Grant Program. This program was in effect from November 13, 2012, to September 30, 2021, under which forty-one (41) sign grants were issued.

At the April 12, 2022, City Council meeting, Ordinance 2022-11 was approved, extending the deadline to remove non-conforming signs by one (1) year. Further, additional grant funds were approved to assist those who take advantage of the deadline extension. This reinstated grant program allows completed grant applications to be submitted between April 13, 2022, and November 12, 2022.

Tropic Shores Condominium Association obtained at least two (2) quotes before choosing Don Bell Signs, LLC, to replace their sign at a total cost of \$17,990.00. The grant program permits up to a 15% reimbursement of total sign replacement costs capped at \$3,000 with a minimum disbursement

\$2,000. Therefore, if approved, the applicant would qualify for a grant of \$2,698.50.

Exhibit A provides the grant application, submissions, and permit records. **Exhibit B** provides a location map, a picture of the original non-conforming sign, and a picture of the new conforming sign. **Exhibit C** provides an evaluation of the application compared to the grant eligibility requirements and program parameters. With the exception of sign grant eligibility criterion #8 contained in Exhibit C, all sign grant requirements are satisfied. The aforementioned criterion #8 states *"To qualify for grant reimbursement, on site sign construction shall not commence until after City Council approval."* However, at the time the permit was applied for and work commenced, the sign grant program was not in effect and prior to the original April 9, 2022 deadline.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of the subject sign grant application 12022019 on the basis of the following:

1. All sign grant requirements and parameters are satisfied with the exception of sign grant eligibility criterion #8 contained in Exhibit C.
2. Sign grant eligibility criterion #8 states "To qualify for grant reimbursement, on site sign construction shall not commence until after City Council approval." However, at the time the permit was applied for and work commenced, the sign grant program was not in effect and prior to the original April 9, 2022 deadline.
3. No current code violations exist on the property at this time.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve the Tropic Shores Condominium Association's Non-Conforming Sign Removal Incentive Grant application 12022019 to reimburse the applicant the amount of \$2,698.50."
- OR
2. "I move to deny the Tropic Shores Condominium Association's Non-Conforming Sign Removal Incentive Grant application 12022019 for the following reason(s)..."

ATTACHMENT:

1. Exhibit A - Non-Conforming Sign Removal Incentive Grant Application, Submissions, and Permit Records
2. Exhibit B - Property Location Map, Pic of Previous Non-Conforming Sign, and Pic of New Conforming Sign
3. Exhibit C - Evaluation of the Grant Application Compared to the Eligibility Requirements and Program Parameters

664062
RECEIVED

MAY 27 2022



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

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Date Received: _____

Time Received: _____

Application Complete: Y/N

12022019

City of Daytona Beach Shores

Non-Conforming Sign Removal Incentive Grant Application

NOTE: Grant application submission deadline is November 12, 2022

A. Property Information

Property Address: 3111 S. Atlantic Avenue Parcel No: 5334-19-00-0001Existing Property Use/Business: Condominium AssociationProperty Owner's Name: Tropic Shores Condominium AssociationProperty Owner's Address: 3111 S. Atlantic AvenueOwner's Telephone No: 386-761-5882 Owner's Fax No: 386-761-0279

B. Applicant Information (If not owner)

Applicant's Name: Fred Rispoli Board PresidentAddress: 699 SW 59th St Ocala FL 34471Telephone No: 352-604-1926 Email: fris.300793@aol.com
Fax No: _____*Applicant is: ☐ Contract Purchaser ☐ Property Owner/Developer ☒ Tenant/ Agent for Owner

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

C. Proposed Signage

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

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

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

D. Budget

Cost of design/engineering	\$ _____
Cost of alteration, manufacture, and installation of sign	\$ _____
TOTAL SIGNAGE COST	\$ <u>17,990.00</u>
AMOUNT REQUESTED FROM SIGN GRANT PROGRAM	\$ <u>2,698.50</u>

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

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

OWNER'S SIGNATURE _____

STATE OF _____ COUNTY OF _____

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

My Commission Expires: _____

APPLICANT'S SIGNATURE (if applicant not owner) _____

STATE OF Florida COUNTY OF Marion

Sworn to and subscribed before me this 04 day of June, 2022, by Fernando Rispoli who is personally known to me or has produced FL DL and who did (did not) take an oath.

 Notary Public

My Commission Expires: 3-1-25



Juan Rodriguez
 Notary Public
 State of Florida
 My Commission Expires 03/01/2025
 Commission No. HH 98888

E. Notice and Affirmation of Permit Requirements

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

Signature: [Signature] ☐ Owner ☐ Applicant

Date: 6/14/22

STATE OF Florida

COUNTY OF Marion

Sworn to and subscribed before me this 14 day of June 20 22, by Fernando Rispoli who is personally known to me or has produced FL DL and who did (did not) take an oath.

[Signature]
Notary Public



Juan Rodriguez

Notary Public

State of Florida

My Commission Expires 03/01/2025

Commission No. HH 98998

Commission Expires: 3/1/25

F. Affidavit of Authorization (If applicant not owner)

I, _____, owner of the property described herein, hereby authorize

_____, and its agents, to make application for _____

_____ to the City of Daytona Beach Shores for the

property described in this application.

PROPERTY OWNER's Signature: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires: _____

G. Checklist

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



365 Oak Place
Port Orange, FL 32127
800-824-0080
Fx: 386-763-4762

ADVERTISING DISPLAY SYSTEM PURCHASE AGREEMENT

"Customer":

Tropic Shores Resort
3111 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Casy Murray 386-761-5882

Project:

Tropic Shores Resort
31111 S. Atlantica Avenue
Daytona Beach Shores, FL 32118
cmurray@tropicshoresresort.com

License: Florida ES#0000146

Prepared by: Craig Sreland

Date: 9/2/2021

Contract: 2100286 R2

Don Bell Signs, LLC, (the "Company") Will Supply Labor, Materials & Necessary Equipment to Perform the Following for the "Customer":

Manufacture & install (1) new 8' tall double sided internally illuminated monument sign as per our color drawing #2100286 R2.
Old sign cabinet, pole & footer to be discarded from site in a green friendly manner.
Sign is aluminum skin & frame with sand stone finish & some smooth finish areas as per drawing # 2100286R2 indicates.
Customer to make sure existing electrician & on/off mechanism meets code (at customer expense, not included).
Faces are precision routed heavy gauge aluminum. Copy is raised precision routed raised push through acrylic.

Customer to provide vector art file. Don Bell Signs to provide final color production proof for customers approval.

Internal illumination will be produced from white LED with energy efficient power supplies backed by a 1 year warranty.

Sign permit, acquisition fees & engineering is invoiced additionally at the end of the project (not to exceed \$914.00)

Estimated time of completion is 8-10 weeks from date of permit release.

Specifications and customer approved print # 2100286 R2 as of 09/22/21 hereby becomes a part of this contract
(If applicable and is attached hereto).

SALES PRICE: \$ 17,990.00

(One of the following boxes must be checked)

- A. ☒ The project attaches to and becomes a part of Real Property and is not subject to Florida Sales Tax
B. ☐ The project is considered Tangible Personal Property and Florida Sales Tax is not included in the Sales Price
C. ☐ The project has BOTH Real Property and Tangible Personal Property. Florida Sales Tax breakdown is needed above

Customers outside of Florida are responsible for the payment of applicable sales tax in their appropriate state.

The cost of permits, permit acquisition and engineering fees will be added to the sales price, unless specified above. All changes and/or modifications made to the referenced customer approved prints or scope of work will incur applicable material and labor charges specific to the change. All overdue invoices shall bear interest at 1.5% per month.

Terms: Down Payment Percentage: 50% Down Payment Due: \$ 8,995.00 Balance due upon completion.
Down Payment is non-refundable

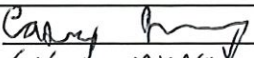
This proposal does not include changeable copy letters (unless specified above) or de-energizing of overhead power lines where applicable. Additional foundation costs incurred as a result of abnormal soil conditions; rock, caliche, water intrusion and/or underground obstructions including utilities will be billed additional to the amount of this contract. Should the permit issuing entity revoke or rescind the permit for any reason beyond our control, after the aforementioned display has been built and their action or the action of the CUSTOMER prevents completion of the installation, the CUSTOMER is still obligated to the terms of this contract. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT PRIMARY ELECTRIC SERVICE, PHONE LINES, COMMUNICATION LINES AND HOOK UPS ARE THE CUSTOMER'S RESPONSIBILITY. THE CONTRACT BALANCE OF PAYMENT BECOMES DUE AND PAYABLE UPON INSTALLATION OF THE SIGN DISPLAY. (In the event, however, that electrical and/or phone service is not in place at the time of display installation a ten (10%) percent retainage may be held by Customer until such service is installed. In no event may such retainage holdback exceed forty five (45) days from date of display installation). IF THIS CONTRACT INCLUDES AN ELECTRONIC MESSAGE CENTER OR TIME AND TEMPERATURE DISPLAY, CUSTOMER AGREES TO INSTALL, AT CUSTOMER'S EXPENSE, PRIMARY ELECTRICAL SURGE SUPPRESSION AND DISPLAY GROUNDING DEVICES SPECIFIED BY THE COMPANY.

The Company warrants this display to be free of defects in material and/or workmanship for a period of one year from the installation date. THERE ARE NO WARRANTIES MADE BY THE COMPANY EXCEPT AS EXPRESSLY SET FORTH HEREIN. WARRANTIES OF MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. All work will be completed in a workmanlike manner. All agreements are contingent upon strikes, accidents or delays beyond the control of the Company. Our workers are fully covered by workman's compensation insurance.

This Agreement shall be construed and interpreted under and according to the laws of the State of Florida. The parties to this Agreement consent to the exclusive jurisdiction and venue of the courts of the State of Florida in the County of Volusia in connection with any and all actions arising out of this Agreement. In the event that there is any litigation concerning this Agreement, the prevailing party, in such litigation, shall be entitled to recover its attorney's fees, costs, and expenses incurred in connection with the litigation at trial court, appellate court or bankruptcy court.

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent by affixing their hands and seals hereto, that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Agreement made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct of fraud or any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

In the event the sign display cannot be installed due to any delay for causes beyond the control of COMPANY or is not installed due to CUSTOMER'S request, the Contract Balance shall become immediately due and payable, less the cost for installation. CUSTOMER will be responsible for storage charges in the amount of 1/2 of 1 percent of the purchase price per month until installed. In the event of any default or failure of performance hereunder by COMPANY, including but not limited to a breach of this agreement or the direct, active negligence or other wrongful act or omission of COMPANY generating a cause of action in favor of CUSTOMER, COMPANY'S liability shall be limited to the total amount of the payments actually made by CUSTOMER to COMPANY hereunder as of the time of the accrual of such cause of action. In no event shall COMPANY have any liability or legal responsibility to CUSTOMER or to any third person, whether for damage to person or property, business or economic damages, damages to products, goods or any other thing or legal or property right or interest, in excess of such amounts actually paid by CUSTOMER to COMPANY hereunder as of the time such cause of action accrues. CUSTOMER hereby indemnifies COMPANY, holds COMPANY harmless, and shall defend at its own expense and thereafter satisfy and discharge from its own funds and resources, any and all such claims against the COMPANY arising of, from or through its actions or inactions or the products, services or materials taken, delivered or installed by the COMPANY, its agents or its independent contractors pursuant to this contract, whether made by or on behalf of itself, its employees, agents, privies, successors or assigns, or any third person, for all time and anywhere in the world.

Customer Signature		Accepted by	
Customer Name/Title	Casy Murray	Date	9/2/21
Please Print		DBS Officer	
		Please Print	

A Notice to Proceed from the CUSTOMER will bind the terms and conditions of this contract

PROPOSAL



FLORIDA STATE CERTIFIED LICENSE ES12000177 UNDERWRITERS LABORATORIES LISTED E124461

July 22, 2021

Tropic Shores Resort
3111 S Atlantic Ave
Daytona Beach Shores, Florida

Fabricate and install the following:

64 sq ft monument sign per approved design. All aluminum sign cabinet and base. All surfaces primed and painted with acrylic enamels. Sign mounted to steel pole in concrete base. Faces of high impact Acrysteel with 3M vinyl overlays. Illumination by high output LEDs tubes in cabinet. Exposed neon No Vacancy with clear cover. Sign engineered to meet current building codes and wind load requirements. Includes removal and disposal of existing sign. Provide engineering, permitting, and installation.

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

Cost of sign	\$9860.00
Sales tax	\$640.90
Eng/permitting	\$600.00
Remove/Install	\$2400.00
Total cost	\$13500.90

Customer Approval _____ Date _____

Townsend Signs _____ Date _____

515 LPGA BLVD. HOLLY HILL, FL 32117 PHONE 386-255-1955 FAX 386-255-7010



Permit #: 20211824

Permit Date: 11/09/21

Permit Type:

Permit Type: Sign Permit

Site Name: Tropic Shores Condo

Site Address: 3111 S. Atlantic Ave.

Status: (5a) Closed, Final Inspection Approved

Job Description: Install monument sign - GOES W 20211825

Job Cost: 17990

Expiration Date: 05/09/2022

Zoning:

Receipt Number: 0

Assigned To: Cheryl Thibault

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
5334-19-00-0001	3111 S ATLANTIC AV		TROPIC SHORES CONDO ASSOC		

Contractors

Contractor	Primary Contact	Phone	Address	Contractor Type	License	License #
Don Bell Signs LLC	Cecil Jesse Ward	386-788-8084	365 Oak Pl.	Sign w/ Electrical	Cecil Jesse Ward	ES0000146

Inspections

Date	Inspection Type	Description	Scheduled Date	Completed Date	Inspector	Status
02/04/2022	(~SG) FINAL	As submitted 1:00 - 1:15	02/04/2022	02/04/2022	Matt Thomas	Approved Final - Permit Closed

Fees

Fee	Description	Notes	Amount
(SG1) Sign Permit Base Fee			\$11.00
(SG3) Sign Permit Training Surcharge			\$5.00
(SG7) Sign w/ Electric - First 5 sq ft			\$16.50
(SG8) Sign - Each sq ft >5		per sq ft >5	\$14.28
(SG4) Sign Plans Exam Fee			\$23.39
(SG5) Sign Permit Florida DCA & DBPR Surcharge			\$4.00
Total			\$74.17

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
11/09/2021	Don Bell Signs LLC		#009030	Cheryl Thibault	\$74.17
				Outstanding Balance	\$0.00



Permit #: 20211825

Permit Date: 11/09/21

Permit Type:

Permit Type: Electrical Permit

Site Name: Tropic Shores Condo

Site Address: 3111 S. Atlantic Ave.

Status: (5a) Closed, Final Inspection Approved

Job Description: Hook up monument sign to existing electric - GOES W 20211824

Job Cost: 200

Expiration Date: 05/09/2022

Zoning:

Receipt Number: 0

Assigned To: Cheryl Thibault

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
5334-19-00-0001	3111 S ATLANTIC AV		TROPIC SHORES CONDO ASSOC		

Contractors

Contractor	Primary Contact	Phone	Address	Contractor Type	License	License #
Don Bell Signs LLC	Cecil Jesse Ward	386-788-8084	365 Oak Pl.	Sign w/ Electrical	Cecil Jesse Ward	ES0000146

Inspections

Date	Inspection Type	Description	Scheduled Date	Completed Date	Inspector	Status
02/04/2022	(~EL) FINAL	Disconnect installed 1:00 - 1:15	02/04/2022	02/04/2022	Matt Thomas	Approved Final - Permit Closed

Fees

Fee	Description	Notes	Amount
(EL1) Electrical Base Permit Fee			\$11.00
(EL2) Electrical Minimum Permit Fee (In Lieu of EL6-EL9)			\$27.50
(EL3) Electrical Training Surcharge			\$5.00
(EL5) Florida DCA & DBPR Surcharge			\$4.00
Total			\$47.50

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
11/09/2021	Don Bell Signs LLC		#009030	Cheryl Thibault	\$47.50

Outstanding Balance

\$0.00



Property Location Map:

3111 S. Atlantic Avenue in Daytona Beach Shores
Tropic Shores Condominium Association (timeshare)



Previous Non-Conforming Sign (Picture taken 6-3-2008)



New Conforming Sign (Picture taken 6-2-2022)

Exhibit C - Evaluation of the Grant Application Compared to the Eligibility Requirements and Program Parameters

Property: Tropic Shores Condominium Association, 3111 S. Atlantic Avenue in Daytona Beach Shores, Florida

Eligibility Requirements Analysis Table

ID	Eligibility Criteria	Status	Criteria Met
1	Sign shall not be abandoned	Neither was not abandoned, nor is new	Yes
2	Non-conforming sign pre-existed Ordinance 2012-02	Original sign pre-existed Ordinance 2012-02	Yes
3	Temporary sign and exempt signs do not qualify	Sign is not temporary or exempt	Yes
4	Property shall be located in a commercial/hotel district	Property is located in the T Hotel/Motel District	Yes
5	Property shall abut S. Atlantic Avenue or Dunlawton Blvd.	Property abuts S. Atlantic Avenue	Yes
6	Sign shall serve to advertise an on onsite business	Sign advertises an onsite business	Yes
7	There shall be an active business on the site	The advertised business is active	Yes
8	No prior sign-work/cost shall be eligible for grant funding	This sign was placed during the gap between grants	No*
9	Sign design and plan shall conform to all applicable City standards	New sign conforms to all applicable City standards	Yes
10	There may be no delinquent accounts payable to the City	There are currently no delinquent accounts	Yes
11	Properties subject to Code Enforcement action do not qualify	Property is not subject to Code Enforcement action	Yes

*The replacement sign was permitted and placed during the gap between Non-Conforming Sign Removal Incentive Grants were available

Applications Summary Description Table

ID	Parameter	Application	Parameter Met	Added Priority
1	Land Use Grant Limit	Requested Amount:		
	15% match capped at \$3,000, min \$2,000	\$2,698.50	Yes	
2	Sign Work Type Permitted			
	Alteration or Removal	Rem. w/ New Sign Placed	Yes	Yes
3	Work Detail Permitted			
	Design/engineered, fabricated, installed	All processes approved	Yes	
4	Variance Required	No		
5	Previous Sign Level of Non-Conformity	Medium		



**CITY COUNCIL AGENDA MEMORANDUM
JULY 12, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Regular Site Plan Application RSP 21022005 - Surf Style at Daytona Beach Shores,
2226 S. Atlantic Avenue

SYNOPSIS:

NOTE: This item will be continued due to some outstanding issues, which were anticipated to be addressed prior to issuance of this agenda. Due to prior advertising, the subject item is included on the agenda.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

Motion to continue RSP 21022005 to the July 26, 2022 City Council meeting.

ATTACHMENT: None