



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING JULY 25, 2023

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

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Commission 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:**
 - A. Employee Service Awards
Officer Ryan Mowen - 5 years
Maint. Worker IV Ryan Lamberson - 10 years
LT. Norman Medders - 15 years
 - B. First Step Shelter Presentation by Victoria Fahlberg and Rose Ann Tornatore
- 6. APPROVAL OF MINUTES**

- A. City Commission Minutes July 11, 2023

7. CONSENT AGENDA:

- A. Public Safety Monthly Report - June 2023
- B. Community Services Department Monthly Report - June 2023
- C. Daytona Beach Shores - Palmetto Electric, Inc. Agreement To Piggyback Electrical Services Contracted By Volusia County

8. OLD BUSINESS:

- A. Second Reading: Ordinance 2023-06 Gas Franchise Agreement

9. NEW BUSINESS:

- A. Resolution 2023-08 Fiscal Year 2023-2024 Proposed Millage Rate
- B. Resolution 2023-09 adopting Administrative Code
- C. Establishing A Utility Equipment Box Artwork Program
- D. Social Media Policy

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC

AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

MINUTES
CITY COMMISSION MEETING
July 11, 2023
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Commissioner Chris Conomos **Excused:** Vice Mayor Michael Politis

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

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Proclamation for LJ Kuzmovich

Mayor Miller presented a Proclamation declaring July 11, 2023, LJ Kuzmovich Day for his life-saving efforts.

6. APPROVAL OF MINUTES

A. City Commission Minutes June 27, 2023

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of June 27, 2023.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Commissioner Chris Conomos

7. CONSENT AGENDA:

A. Mutual aid agreement for Coastal Crisis Negotiations Team

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER RICHARD BRYAN to Approve the consent agenda.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Commissioner Chris Conomos

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Ordinance 2023-06 Gas Franchise Agreement

Attorney Waters read the ordinance by title. Finance Director Lory Irwin explained this would renew the existing franchise for another ten years. The City Charter states that franchise renewals are done by ordinance.

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2023-06 on first reading.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Commissioner Chris Conomos

B. Consideration to cancel the August 8, 2023 City Commission Meeting

Mayor Miller explained that some of the commissioners would be attending the Florida League of Cities Annual Conference that week and requested the meeting be canceled.

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER RICHARD BRYAN to Approve Consideration to cancel the August 8, 2023 City Commission Meeting.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Commissioner Chris Conomos

10. REPORTS OF THE CITY ATTORNEY:

Attorney Waters stated that the firm would be attending a hearing next week regarding a temporary injunction order which prohibits the release of certain information related to two cases. The upcoming hearing may address whether the expunction request is granted and

whether the temporary injunction will become permanent. The firm is requesting guidance from the Commission. It is the firm's recommendation that the City remain neutral to the expunction request. The local State Attorney, FDLE and Volusia County Sheriff's Office are also parties to the case. In a related matter, there was a seriously threatening post made on the DBS PS Facebook page. It is the firm's recommendation that the City reconsider its social media policy and authorize staff to draft a new policy for the next City Commission meeting. Commissioner Conomos recused himself from the discussion and vote as he is now an employee of the State Attorney's office.

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER RICHARD BRYAN, to accept the recommendations of the City Attorney and that they be directed to proceed in accordance with their recommendations.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan

11. REPORTS OF THE CITY MANAGER:

The City Manager had no additional comments.

12. COUNCIL COMMENTS:

Commissioner Conomos announced that Riley's Coney House had opened earlier that day. Mayor Miller reminded the residents that "Coffee with the Mayor" was suspended until September. Sheriff Chitwood will be the guest speaker at that time.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Carol Christopher spoke of the recent tragedy involving a resident of the Oceans Grand. She would like to see the crosswalk in front of City Hall have lights added to it.

Jeremy Piland who lives on Libery Street explained that parking along the road has become an issue lately due to off-beach parking overflow. He requested city staff to look into this.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items placed on the next agenda.

15. ADJOURNMENT:

The meeting ended at 6:23 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
JULY 25, 2023 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety Monthly Report - June 2023

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. June



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR JUNE 2023

	<i>Jun-23</i>	<i>23/YTD</i>	<i>Jun-22</i>	<i>22/YTD</i>
<i>Police Related Calls</i>	1,884	11,163	2,846	13,823
<i>Fire Related Calls</i>	70	404	56	214
<i>Rescue Related Calls</i>	55	338	152	756
<i>Fire Related Alarms Sounding</i>	31	112	32	204
<i>Traffic Citations</i>	272	1,141	610	1,859
<i>Written Warnings</i>	19	184	68	369
<i>Building Inspections</i>	40	378	36	203
<i>Arrests: Adults</i>	29	199	67	236
<i>Juveniles</i>	0	4	1	7
<i>City Ordinance Charges</i>	1	3	0	1
<i>Florida State Statute Charges</i>	34	346	123	393
<i>Accidents: Total</i>	11	81	34	161
<i>Street/Highway</i>	10	56	17	84
<i>Parking Lot</i>	1	32	17	77

Michael Fowler, Public Safety Director

(Signature)
07.12.23

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2023-06-01 through 2023-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAFFIC STOP	TS	360	19.11 %	12.00
EXTRA PATROL	EP	328	17.41 %	10.93
MISCELLANEOUS LE CALL	MISC	278	14.76 %	9.27
PROPERTY CHECK	PRC	275	14.60 %	9.17
TELEPHONE HANDLE	THC	45	2.39 %	1.50
DIRECTED PATROL REQUEST	DPR	38	2.02 %	1.27
SUSP VEHICLE	SVEH	33	1.75 %	1.10
FIRE ALARM	ALARMF	31	1.65 %	1.03
SUSP PERSON	SPER	30	1.59 %	1.00
MEDICAL EMERGENCY	MED1	26	1.38 %	0.87
TOWED VEHICLE	TOW	24	1.27 %	0.80
SUSPECT STOP	SS	21	1.11 %	0.70
SUSP INCIDENT	SINC	17	0.90 %	0.57
DISTURBANCE	DIST	16	0.85 %	0.53
FLAG DOWN	FLAG	15	0.80 %	0.50
INVESTIGATION	INV	15	0.80 %	0.50
TRESPASSERS	TRES	15	0.80 %	0.50
WALKUP	WALKUP	15	0.80 %	0.50
TEST LE CALL	TEST	14	0.74 %	0.47
ELEVATOR CALL	ELEV	13	0.69 %	0.43
RECKLESS DRIVER	RD	13	0.69 %	0.43
ILLEGAL PARKING	PARK	12	0.64 %	0.40
NARCOTICS	NARC	10	0.53 %	0.33
WALK & TALK	WT	10	0.53 %	0.33
BLS - MED/TRAUMA	BLS3	9	0.48 %	0.30
DISABLED VEHICLE	DAV	9	0.48 %	0.30
FOUND PROPERTY	PROPF	9	0.48 %	0.30
911 CK/OPEN LINE	911CK	8	0.42 %	0.27
ANIMAL COMPLAINT	AC	8	0.42 %	0.27
BUSINESS ALARM	ALARMB	8	0.42 %	0.27
FALL- NON EMERGENCY	TRAU3	7	0.37 %	0.23
MEDICAL NON-EMERG	MED2	7	0.37 %	0.23
MVA	MV	7	0.37 %	0.23
NOISE	NOISE	7	0.37 %	0.23
DRUNK DRIVER	DUI	6	0.32 %	0.20
HIT&RUN MVA	MVHR	6	0.32 %	0.20
SPECIAL DETAIL	SDL	6	0.32 %	0.20
WELL BEING CHECK	WBC	6	0.32 %	0.20
ASSAULT/BATTERY	ABAT	5	0.27 %	0.17
FRAUD	FRAUD	5	0.27 %	0.17
ROAD OBSTRUCTION	RDOB	5	0.27 %	0.17
ZONE ACCOUNTABILITY PATR	ZAP	5	0.27 %	0.17
ATT TO CONTACT	ATC	4	0.21 %	0.13
MVA W/ INJURIES	MVI	4	0.21 %	0.13
RADAR	RADAR	4	0.21 %	0.13
STROKE / CVA	CVA	4	0.21 %	0.13

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2023-06-01 through 2023-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAUMA EMERGENCY	TRAU1	4	0.21 %	0.13
WARRANT	WAR	4	0.21 %	0.13
BOLO	BOLO	3	0.16 %	0.10
BURGLARY ALARM	ALARM	3	0.16 %	0.10
DOMESTIC DISTURBANCE	DV	3	0.16 %	0.10
FIGHT	FIGHT	3	0.16 %	0.10
MENTALLY ILL PER	MIP	3	0.16 %	0.10
SEX OFFENSE	SO	3	0.16 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.16 %	0.10
WEAPONS COMPL	WC	3	0.16 %	0.10
DEAD PERSON	DEAD	2	0.11 %	0.07
DROWNING	DROWN	2	0.11 %	0.07
ESCORT	ESCORT	2	0.11 %	0.07
FIRST AID CALL	FAID	2	0.11 %	0.07
FLEEING DRIVER	FLEE	2	0.11 %	0.07
HAZARDOUS COND	HZM	2	0.11 %	0.07
JUVENILE	JUV	2	0.11 %	0.07
LOST PROPERTY	PROPL	2	0.11 %	0.07
SHOOTING	SHOOT	2	0.11 %	0.07
SMOKE IN STR COMM/HIRISE	SMISCH	2	0.11 %	0.07
SUICIDAL PERSON	SP	2	0.11 %	0.07
THEFT	THEFT	2	0.11 %	0.07
TRAFFIC LITE OUT	TLO	2	0.11 %	0.07
UNCONSCIOUS	UNC	2	0.11 %	0.07
WELL BEING CHECK MEDICAL	WBCF	2	0.11 %	0.07
911 CK/OPN LINE/MED HAZ	911MED	1	0.05 %	0.03
ALZHEIMERS	ALZ	1	0.05 %	0.03
ANIMAL BITE	BITE	1	0.05 %	0.03
ARMED ROBBERY	AROB	1	0.05 %	0.03
ASSIST AGENCY	ASSIST	1	0.05 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.05 %	0.03
CARBREAK	CB	1	0.05 %	0.03
CARDIAC ARREST	CPR	1	0.05 %	0.03
CIVIL COMPLAINT	CIVIL	1	0.05 %	0.03
DANGEROUS COND FD	DCFD	1	0.05 %	0.03
FOUND CHILD	CHILDF	1	0.05 %	0.03
HARRASSING CALLS	HCALL	1	0.05 %	0.03
MEDICAL UNKNOWN	ALARMM	1	0.05 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.05 %	0.03
MISSING PERSON	MP	1	0.05 %	0.03
MVA MAJOR	MVMI	1	0.05 %	0.03
MVA W/ HAZARD	MVH	1	0.05 %	0.03
PERSON SHOT	PSHOT1	1	0.05 %	0.03
PROWLER	PROW	1	0.05 %	0.03
REPOSSESSED VEH	REPO	1	0.05 %	0.03
SEX OFFENDER ACCT PRGM	OPV	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2023-06-01 through 2023-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SHOPLIFTING	SHOP	1	0.05 %	0.03
STABBING	STAB	1	0.05 %	0.03
STALKING	STALK	1	0.05 %	0.03
STOLEN TAG	TAGS	1	0.05 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.05 %	0.03
UNWANTED GUEST	UWG	1	0.05 %	0.03
VANDALISM	VAND	1	0.05 %	0.03
VEH FIRE	VF	1	0.05 %	0.03
TOTAL CALLS:		1,884	100.00%	62.80

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

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JUNE 2023 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	2	6	3
HAZARDOUS CONDITIONS	3	79	26
VEHICLE FIRES	1	1	1
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	0	17	10
VEHICLE CRASHES W/ENGINE RESPONSE	2	17	5
SERVICE CALLS	49	411	96
FIRE ALARMS	31	247	104
CANCELLED EN ROUTE	13	179	46
TOTALS	101	957	291

CURRENT MONTH ESTIMATED FIRE DAMAGES

CITY: \$0
COUNTY: \$0
MUTUAL AID: \$0

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	1	52	46	19	27
HOTEL/MOTEL	5	1	52	36	21	13
ASSEMBLY	0	0	1	2	0	2
MERCANTILE	1	1	37	13	28	6
RESTAURANT	5	0	24	11	15	7
BUSINESS	7	3	96	22	55	7
OTHER	6	0	200	44	23	1
CONSTRUCTION	0	0	35	8	25	8
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	2	4	42	22	28	4
TOTALS	30	10	539	204	214	75

PLANS EXAMINATION HOURS: 0 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JUNE 2023 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	35	454	576
BLS CALLS	20	511	333
TOTALS	55	965	909



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

TRAINING SEMINARS ATTENDED

Month of June 2023

<i>Heather Wooleyhan</i>	<i>6/5-9</i>	<i>Injury & Death Investigations DSC</i>
<i>Kathryn Gotz</i>	<i>6/6</i>	<i>Pedestrian & Bicycle Flagler Co. SO</i>
<i>Michael Schoenbrod</i>	<i>6/6-8</i>	<i>G300 Titusville</i>
<i>William Frank Jessica Long</i>	<i>6/21-23</i>	<i>FIAIA conference Clearwater</i>
<i>Chris Wolfla</i>	<i>6/29</i>	<i>CJIS Workshop</i>
<i>Bill Phillips Gary Malphurs</i>	<i>6/30</i>	<i>Steel Frenzy Pistol NSB Gun range</i>



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

MONTHLY REPORT FOR JUNE 2023

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

Replace battery	veh #158
Replace injector harness	veh # 156
Replace intake gaskets	veh #156
Replace battery	veh #168
Replace ignition coil asy	veh #159
Replace battery	Generator
Replace battery	veh #107



**CITY COMMISSION AGENDA MEMORANDUM
JULY 25, 2023 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - June 2023

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Public Works & Sewer Divisions Montly Report - June 2023
2. CSD Planning & Building Divisions Montly Report - June 2023

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - JUNE 2023

FACILITIES MAINTENANCE DIVISION:

This division currently two full time positions.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed within the staff's capabilities. The facilities staff has an HVAC certification therefore certain related repairs can be performed inhouse. Among other things, Staff pressure wash buildings, cleans window exterior, paints and performs any other general maintenance needed with the city buildings and city owned properties. Tasks outside the expertise of the staff are contracted to third party specialists.

Additionally, this month:

- City Hall: Fixed the window sunscreens on the first floor, lubed all the door key holes, moved duct returns in Finance and City Manager's offices
- Public Safety: Continued patching holes and painting, cleared AC drains, adjusted the ice machine, worked on window stains, installed a weather station on the roof
- Community Center: Unclogged AC drain lines, patched holes and painted two offices, washed down the outside of the building

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician.

Currently this division has ten maintenance positions. The electrician and division supervisor positions have been currently vacant for

approximately three months and two months, respectively. Ryan Lamberson, the Maintenance Worker IV who has been with the City for 10 years, is currently the interim supervisor and doing a great job.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, changing out lights, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Pull out old plants and flowers from city hall and the city entrance signs and replace with new
- Repaired the stop sign, removed dead plants, cleaned the bathrooms and stainless steel railing at Dahlia Park in preparation for the re-opening
- Prepared Peck Park for re-opening
- Fixed a flagpole at the Court of Flags
- Started hanging 4th of July banners
- Installed beach access signs at all the city beach access locations
- Scraped and sprayed weeds on SR A1A
- Repaired a pothole on Oceans West Blvd
- Cut a hazardous concrete wall at the Bella Vista walkover

Electrician:

- This position is still open.

SEWER DIVISION:

This division typically has four positions. During the month of June this division was short one employee.

Normal monthly duties:

This division maintains and inspects all the sewer stations daily, performs all the general maintenance of the sewer stations, generators and the station properties, including, but not limited to, mowing and general outside maintenance, cleaning pump areas, wet wells and floats. The division also maintains and inspects city manholes, delivers past due sewer bill notices for the Finance Department every month, performs cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Sewer line locates – 72
- Raised the manhole cover at 3720 Cardinal Blvd
- Changed out a bad battery in Station 2 generator
- Changed out a bad dialer at Station 4
- Fixed the crane switch on truck 169
- Fixed a water line break at the Master Station
- Changed out a block heater on the generator at City Hall
- Performed three (3) sewer credit meter reads

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – June, 2023

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2
 Submitted this Fiscal Year: 4
 Approved by Staff this Month: 1
 Approved by Staff this Fiscal Year: 2
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Elliott Residence	3333 South Atlantic Avenue, Unit 901	6/1	Remodel kitchen and 2 bathrooms, add closet	\$131,000.00	\$760.45
Livelsberger Residence	2973 Sea Oats Circle	6/1	Remodel kitchen and 3 bathrooms	\$242,000.00	\$1,204.17
Livelsberger Residence	2973 Sea Oats Circle	6/1	Remodel unit, add a bathroom, move island	\$20,000.00	\$72.80
Lewis Residence	2917 South Atlantic Avenue, Unit 505	6/5	Remodel master and guest bathrooms	\$13,030.00	\$146.20
Goldsberry Residence	2615 South Atlantic Avenue, Unit 6C	6/5	Remodel 2 showers, replace durock	\$25,380.00	\$215.37
Smith Residence	2725 South Atlantic Avenue	6/7	Repair/remodel house, new kitchen, and East window	\$525,000.00	\$2,293.18
Martin Residence	3255 South Atlantic Avenue, Unit 401	6/7	Remodel kitchen, lower wall, new cabinets, and tops	\$64,000.00	\$431.73
Hampton Inn	3135 South Atlantic Avenue	6/7	Repair seawalls	\$498,000.00	\$54.33
Vitulano Residence	2902 South Peninsula Drive	6/8	Plumbing for new single family residence	\$24,000.00	\$112.40
Nakhla Property	2560 South Atlantic Avenue	6/8	Change out (4) HVAC units	\$40,000.00	\$309.96
Smith Residence	2725 South Atlantic Avenue	6/8	Replace fixtures, valves, shower pans for remodel	\$18,100.00	\$47.50

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Williams Residence	3831 South Atlantic Avenue, Unit 904	6/8	Plumbing for kitchen and bathroom remodels	\$10,000.00	\$47.50
Reid Residence	2725 South Atlantic Avenue	6/8	Replace coquina rock	\$48,000.00	\$8.31
Hyatt Place	3161 South Atlantic Avenue	6/8	Seawall repair	\$1,324,800.00	\$100.93
South Atlantic Real Estate	2422 South Atlantic Avenue	6/12	Install 8 Bahama style shutters	\$11,520.00	\$129.10
Tuscany Shores	2901 South Atlantic Avenue	6/13	Pump flowable grout into void under parking garage	\$15,000.00	\$4.00
Specht Residence	2425 South Atlantic Avenue, Unit 1801	6/13	Interior renovations, new cabinets, and vanities	\$100,000.00	\$636.53
Bryant Residence	2715 South Atlantic Avenue	6/14	Replace 22 windows and 1 door	\$40,275.00	\$300.67
Surfside Club Condo	3601 South Atlantic Avenue	6/14	Build back beach stair access	\$12,850.00	\$137.65
Gindling Residence	2 Oceans West Boulevard, Unit 2107	6/14	Install kitchen cabinets and counter tops	\$14,000.00	\$146.20
Vobejda Residence	2055 South Atlantic Avenue, Unit 1603	6/14	Install roll down hurricane shutters on 3 openings	\$13,073.00	\$146.20
Rob & Rob LLC	2055 South Atlantic Avenue, Unit 1003	6/14	Install 3 hurricane shutters	\$11,000.00	\$120.55
Sandpoint Condo	2615 South Atlantic Avenue	6/14	Repair stairs to beach	\$60,000.00	\$408.98
Selleke Residence	3757 S. Atlantic Avenue	6/14	Kitchen remodel	\$17,000.00	\$166.82
Emerald Shores Hotel	2605 South Atlantic Avenue	6/14	Seawall repair	\$35,000.00	\$6.51
Sea Scape Inn	2601 South Atlantic Avenue	6/14	Repair retaining wall	\$24,000.00	\$4.99
Schaffer Residence	3315 South Atlantic Avenue, Unit 207	6/15	Change out 3 ton HVAC system	\$12,867.00	\$123.70
Collier Residence	214 Florida Shores Boulevard	6/15	Replace 3 windows and 5 doors, size for size	\$33,253.00	\$260.84
Vitulano Residence	2902 South Peninsula Drive	6/15	A/C work for new single family residence	\$24,000.00	\$197.13
Vitulano Residence	2902 South Peninsula Drive	6/16	Electrical work for new single family residence	\$30,000.00	\$120.00
Curran Shores North	3615 South Atlantic Avenue	6/19	Install new seawall	\$200,000.00	\$25.28
Daytona Ocean Breeze Apts.	141 Boynton Boulevard	6/19	Remodel units 101, 102, 106 and 204	\$21,000.00	\$472.09
Smith Residence	3023 South Atlantic Avenue, Unit 203	6/19	Impact windows replacement	\$10,650.00	\$120.55
Dranishnikov Residence	3051 South Atlantic Avenue, Unit 1704	6/19	Kitchen remodel	\$54,200.00	\$380.29
Sea Club IV	3229 South Atlantic Avenue	6/19	Re-roof, tear off and replace	\$85,000.00	\$551.19
Lovetro Residence	2947 South Atlantic Avenue, Unit 1006	6/19	Replace 2 sliding glass doors	\$14,608.00	\$154.75
Smith Residence	2725 South Atlantic Avenue	6/20	Replace damaged shingle roof	\$27,500.00	\$226.78

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Vitulano Residence	2902 South Peninsula Drive	6/20	Roof for new single family residence	\$90,000.00	\$579.64
Sea Haven HOA	100 Florida Shores Boulevard	6/20	Pool House tile reroof	\$26,000.00	\$215.56
Rodriquez Residence	3115 South Atlantic Avenue, Unit 202	6/20	Replace 2 sliding glass doors	\$13,053.00	\$146.20
Helfrich Residence	3747 South Atlantic Avenue, Unit 403	6/20	Replace 2 sliding glass doors	\$13,603.00	\$146.20
Sand Dollar Condo	3115 South Atlantic Avenue, Unit 102	6/20	Replace 2 sliding glass doors	\$13,053.00	\$146.20
Marriott Residence Inn	3209 South Atlantic Avenue	6/21	Replace beach access stairs	\$24,500.00	\$209.97
Ayoub Residence	2055 South Atlantic Avenue, Unit 603	6/21	Install 3 hurricane shutters	\$12,456.00	\$137.65
Zheng Residence	2055 South Atlantic Avenue, Unit 1501	6/21	Install 10 hurricane shutters	\$35,347.00	\$272.25
Brabo Residence	2425 South Atlantic Avenue, Unit 1202A	6/21	Install 2 hurricane shutters	\$10,800.00	\$120.55
Sanibel Condo	3799 South Atlantic Avenue	6/22	Replace valves on risers	\$16,279.00	\$47.50
Vitulano Residence	2902 South Peninsula Drive	6/22	Construct new single family residence	\$1,200,000.00	\$3,919.90
St Croix Condo	3145 South Atlantic Avenue	6/23	Reconstruct return walls, re-anchor seawall	\$400,000.00	\$44.78
Perry's Ocean Edge Resort	2221 South Atlantic Avenue	6/23	Hotel lobby and public restroom renovations	\$136,500.00	\$784.28
Wright Residence	2937 South Atlantic Avenue, Unit 1903	6/26	Replace 2 windows and 4 sliding glass doors	\$47,418.00	\$340.53
Fricks Residence	3841 South Atlantic Avenue	6/27	Replace seawall	\$169,000.00	\$22.25
Fricks Residence	3841 South Atlantic Avenue	6/27	Replace stairs to beach	\$18,000.00	\$172.20
Surf Style	2226 South Atlantic Avenue	6/27	Install roof on new gift shop	\$237,500.00	\$1,188.03
Dharna Residence	3703 South Atlantic Avenue, Unit 802	6/27	Remodel kitchen, laundry room and master bathroom	\$111,500.00	\$684.34
Pepe Residence	2937 South Atlantic Avenue, Unit 605	6/27	Demo cabinets, knee wall, bath tubs and toilets	\$12,000.00	\$129.10
Grand Coquina	3333 South Atlantic Avenue	6/28	Replace windows in library, card, hobby, storage rooms	\$51,840.00	\$363.42
Anderson Residence	2987 South Atlantic Avenue	6/28	Replace existing windows	\$14,535.00	\$154.75
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$6,503,490.00	\$20,470.93

Building Division Revenue by Permit Category:

PERMIT TYPE	JUNE 2023	FISCAL YEAR-TO-DATE 2022 TO 2023	JUNE 2022	LAST FISCAL YEAR-TO-DATE 2021 TO 2022
BUILDING	\$20,833.66	\$213,640.98	\$13,466.35	\$110,174.28
ROOF	\$1,951.67	\$33,917.13	\$271.50	\$7,225.78

DEMOLITION	\$0.00	\$545.00	\$0.00	\$1,655.60
ELECTRICAL	\$1,419.25	\$20,603.48	\$1,454.50	\$19,956.56
MECHANICAL	\$4,315.89	\$25,369.36	\$4,314.79	\$31,020.23
PLUMBING	\$1,887.70	\$24,451.04	\$2,592.60	\$25,307.15
SIGN	\$460.75	\$3,204.43	\$125.50	\$1,865.56
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$220.00	\$220.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$163.75	\$2,067.03	\$298.50	\$2,183.20
DEVELOPMENT FEES	\$525.00	\$6,281.52	\$1,717.50	\$14,620.80
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$31,557.67	\$330,079.97	\$24,461.24	\$214,229.16

Building Division Activities:

ACTIVITY	JUNE 2023	FISCAL YEAR-TO-DATE 2022 TO 2023	JUNE 2022	LAST FISCAL YEAR-TO-DATE 2021 TO 2022
INSPECTIONS	227	2466	287	2757
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	1
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	2
FINAL INSPECTIONS	174	1309	184	1660
FAILED INSPECTIONS	11	123	17	203

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

Projects Begun Current Fiscal Year-to-Date – 2022 to Present: \$75,315,255.00

Projects Begun Last Fiscal Year – 2021 to 2022: \$64,300,811.00

Projects Begun Two Fiscal Years Ago – 2020 to 2021: \$39,968,375.00



CITY COMMISSION AGENDA MEMORANDUM JULY 25, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Daytona Beach Shores - Palmetto Electric, Inc. Agreement To Piggyback Electrical Services Contracted By Volusia County

SYNOPSIS:

The City has been without an electrician since April 19, 2023. After advertising and unsuccessfully being able to hire a replacement, staff has proposed utilizing electrical contractors for important projects until a full-time replacement can be hired and also for future projects as needed. Volusia County has an electrical services contract with Palmetto Electric, Inc., which has been competitively bided pursuant to state law. The City Commission recently approved a similar piggyback contract for electrical services with LaTour Enerprizes, Inc. d/b/a Economy Electric Company, Inc. Having an additional piggyback contract for electrical services provides more options to the city for electrical services due to potential contractor personnel and lead time constraints.

The City electrician is responsible for skilled electrical installation, maintenance and repair of the city's electrical systems and assets including, but not limited to, municipal buildings, facilities, generators and street lighting.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval

SUGGESTED MOTION:

Approval

ATTACHMENT:

1. Palmetto Electric, Inc Piggyback Contract - Partially Executed
2. Exhibit A - Volusia County - Palmetto Electric Electrical Services Contract 2021

CITY OF DAYTONA BEACH SHORES'
AGREEMENT TO PIGGYBACK SERVICES CONTRACTED BY VOLUSIA COUNTY

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this day of July 17th, 2023, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and PALMETTO ELECTRIC, INC., hereinafter referred to as "Contractor", concerning that certain agreement entitled Master Agreement NO. 815 70351-1, effective December 1, 2021 ("Volusia County Contract").

WITNESSETH:

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

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

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

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

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

WHEREAS, On or about September 15, 2021, Volusia County, Florida advertised a Request for Proposals for Bid No.: 21-B-165MC, for Electrical Services; and

WHEREAS, Volusia County thereafter awarded the bid to Contractor based on the terms and conditions set forth in the Contract between Contractor and Volusia County, Florida, effective December 1, 2021, a copy of which is attached hereto and made a part hereof as Exhibit "A."

WHEREAS, the term of the Volusia County Contract is three (3) years.

WHEREAS, the electrical services provided by Contractor are needed by the City of Daytona Beach Shores; and

WHEREAS, the Volusia County Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Daytona Beach Shores; 2) The City of Daytona Beach Shores and Contractor authorize the "piggyback" on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City

of Daytona Beach Shores to enter into an agreement with Contractor containing similar terms and conditions as contained the Volusia Contract; and

WHEREAS, the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in Volusia County Contract, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Amendment. This Agreement to “piggyback” services hereby amends and supplements the terms of the Volusia County Contract. The City of Daytona Beach Shores and its equivalent staff and address shall be substituted for Volusia County, Florida and its staff and addresses, as may be required in the awarded Volusia County Contract. In the event of a conflict between the terms of the Volusia County Contract and terms of this Agreement to “piggyback”, the terms of this Agreement to “piggyback” shall prevail.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

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

**DAYTONA BEACH SHORES CITY HALL
OFFICE OF THE CITY CLERK
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118
(386) 763-5353**

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

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Volusia County Contract shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Volusia County Contract in derogation hereof shall be void and of no force or effect.

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

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

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

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

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

11. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

PALMETTO ELECTRIC, INC.
VOLUSIA COUNTY PIGGYBACK AGREEMENT
SIGNATURE PAGE

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

PALMETTO ELECTRIC, INC.



Print Name: William F. Dudley, Jr.

Title: President

Company: Palmetto Electric, Inc.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor

Seal:

Approved for form and content by:

Vose Law Firm, City Attorney



Master Agreement

NO. 815 70351 - 2

TERM: 2021-12-01 to 2024-11-30

Page 1 of 4

Date Issued: 11/15/2021

Vendor contact: Name: DAVID EMERY Phone: 386-437-3067 E-mail:		County contact: Name: KAMRON GARDNER Phone: 386-248-1760 E-mail: kdgardner@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: PALMETTO ELECTRIC, INC POST OFFICE BOX 978 BUNNELL, FL 32110		Vendor No. 06110700020	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 21-B-165MC Award Date: 2021-11-02 Award Authorization: COUNCIL		Purchasing Phone: MEGHAN CHESTNUT 386-626-6624 E-mail: mchestnut@volusia.org Ext: 16624 Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Electrical Services MUST contact Facilities PRIOR to use			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91082	MNHR	Journeyman Electrician regular hours (7 am - 5 pm) in accordance with 21-B-165MC. Using Department MUST contract Facility Management PRIOR to use.	60.000000
2	91082	MNHR	Journeyman Electrician after hours (5 pm - 7 am) in accordance with 21-B-165MC. Using Department MUST contract Facility Management PRIOR to use.	90.000000
3	91082	MNHR	Journeyman Electrician weekends and County Holidays in accordance with 21-B-165MC. Using Department MUST contract Facility Management PRIOR to use.	90.000000
4	91082	MNHR	Apprentice Electrician regular hours (7 am - 5pm) in accordance with 21-B-165MC. Using Department MUST contract Facility Management PRIOR to use.	30.000000
5	91082	MNHR	Apprentice Electrician after hours (5 pm - 7 am) in accordance with 21-B-165MC. Using Department MUST contract Facility Management PRIOR to use.	45.000000
6	91082	MNHR	Apprentice Electrician weekends and County Holidays in accordance with 21-B-165MC. Using Department MUST contract Facility Management PRIOR to use.	45.000000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



Master Agreement

NO. 815 70351 - 2

TERM: 2021-12-01 to 2024-11-30

Page 3 of 4

Date Issued: 11/15/2021

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
7	91082	HOURL	50' 2-man bucket truck with operator regular hours (7 am - 5 pm) in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	120.000000
8	91082	HOURL	50' 2-man bucket truck with operator after hours (5 pm - 7 am) in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	180.000000
9	91082	HOURL	50' 2-man bucket truck with operator weekends and County Holidays in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	180.000000
10	91082	HOURL	35' 2-man bucket truck with operator regular hours (7 am - 5 pm) in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	120.000000
11	91082	HOURL	35' 2-man bucket truck with operator after hours (5 pm - 7 am) in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	180.000000
12	91082	HOURL	35' 2-man bucket truck with operator weekends and County Holidays in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	180.000000
13	91082	EA	65' and 85' 2-man bucket truck with operator rental cost plus (+) 10%, any time, in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	0.000000
14	91082	EA	OEM Parts Markup 15% in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	0.000000
15	91082	EA	Crane Rental Markup 10% in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	0.000000
16	91082	EA	Subcontractor Markup 10% in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	0.000000
17	91082	EA	Actual cost of permit fees in accordance with 21-B-165MC. Using Department MUST contact Facility Management PRIOR to use.	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

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CITY COMMISSION AGENDA MEMORANDUM JULY 25, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Second Reading: Ordinance 2023-06 Gas Franchise Agreement

SYNOPSIS:

Second Reading for Ordinance 2023-06. TECO Gas (People's Gas) is the provider of gas in the City of Daytona Beach Shores. The agreement between People's Gas and the City is due for renewal and according to the City Charter, Sec. 2.18.(d)(3) renewals of franchise agreements must be done by ordinance.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Sec. 2.18.(d)(3) of the City Charter states that renewals of franchise agreements must be done by ordinance. The City, with Ordinance 91-3 enacted a gas franchise agreement with People Gas that was renewed with Ordinance 2002-32. The agreement is up for renewal and is being presented to commission in Ordinance 2023-06.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2023-06.

SUGGESTED MOTION:

Move to approve Ordinance 2023-06

ATTACHMENT: 1. Gas Franchise Ordinance 2023_06 Second Reading

ORDINANCE 2023-06

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE 2002-32.

WHEREAS, the City of Daytona Beach Shores finds it in the public interest to ensure that areas within its limits are adequately provided with high-quality gas services, and

WHEREAS, the City of Daytona Beach Shores finds it in the public interest to retain regulatory authority over the provision of gas, to the extent allowed by law, and

WHEREAS, the City of Daytona Beach Shores finds it in the public interest to retain control over the use of public rights of way by providers of gas to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right of way space, and to protect the public investment in right of way property; and

WHEREAS, Peoples Gas System and the City of Daytona Beach Shores desire to enter into a franchise agreement for a period of ten (10) years followed by two (2) consecutive, automatic extension periods of ten (10) year terms commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

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

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meanings given herein.

- A. “Customer” shall mean any Person served by the Company within the corporate limits of the City.

- B. "City" shall mean the City of Daytona Beach Shores, Volusia County, Florida, its successors and assigns.
- C. "Company" shall mean Peoples Gas System, Inc., a Florida corporation, its successors and assigns.
- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.
- E. "Effective Date" shall mean the date this Franchise becomes effective as described in Section 19 below.
- F. "Franchise" or "Franchise Agreement" shall mean this agreement as passed and adopted by the City and accepted by the Company as provided in Section 19 below.
- G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- I. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- J. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place, or other right-of-way that is owned by the City.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

The Franchise shall be for an initial period of ten (10) years from the effective date of this Ordinance, followed by two (2) consecutive, automatic extension periods of ten (10) year terms, unless one of the parties provides written notice to the other not less than 180 days' prior to the expiration of the then current term that it does not want the Franchise to automatically renew. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the then current term.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the

operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 5: CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6: USE OF STREETS

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Right-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue or, if applicable, deny permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this Franchise Agreement, the City shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such Right-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Right-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the

exercise of its police power, provided, however, that the City shall not pass any ordinance or regulation that results in a material change to the rights or obligations of the Company under the Franchise Agreement.

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

SECTION 9: CONSTRUCTION WORK

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate, or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation, or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate, or disconnect any portion of its Distribution System or in any way

to alter the placement or location of the Distribution System to enable any other Person to use said Rights-of-way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the Company for any loss, cost, or expense caused by or arising out of such removal, relocation, disconnection, or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 10: FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the Effective Date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall pay to the City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

In the event the Company enters into a franchise agreement with another Florida municipality or government entity located in Volusia, Flagler, Lake, Seminole or Brevard County that contains substantially similar terms and conditions as this Franchise and that provides for a franchise fee rate that would result in a rate higher than that promised hereunder, then the Company shall promptly notify the City, and the City may, at its option, demand that the franchise fee rate payable hereunder be adjusted so as to be consistent with the franchise fee rate extended to such Florida municipality or government entity; such increase in the franchise fee rate shall apply

prospectively beginning with the next monthly franchise fee payment following Company's receipt of a written notice from the City exercising its right to increase the franchise fee rate as provided herein.

It is the intent and agreement of City and Company that Company shall not be required to pay City a franchise fee rate hereunder of a percentage greater than that paid to City by any other gas provider utilizing City's rights-of-way on such gas provider's revenues attributable to services that are the same or substantially the same as those performed by Company. If City imposes a lesser rate, or no fee, or is permitted by law to impose a fee on another gas provider that is utilizing the rights-of-way and providing or seeking to provide services in competition with Company to customers within City's municipal boundaries and does not collect such a fee or collects a lesser rate than that provided herein, then the Company may, at its option, demand that the franchise fee rate payable hereunder be adjusted so as to be consistent with the lesser rate (or no fee) charged to such other gas provider.

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

SECTION 12: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 13: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of \$1,000,000.00 for injury or death to any one person, and for the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Franchise Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the Clerk of the City in writing, promptly upon any material alteration, modification, or cancellation of such policy is to become effective.

SECTION 14: INDEMNIFICATION:

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses, and liabilities incurred by the City in connection with any such claim, suit, or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; **provided, however,** that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement.

SECTION 15: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement;

provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 16: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 17: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Franchise Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes

a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 18: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 19: CONFLICTS

Ordinance 2002-32 is hereby repealed and all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 19: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof including evidence of insurance, as set forth in Section 13, presented by the Company.

PASSED AND CERTIFIED AS TO PASSAGE this ____ day of _____, 2023.

CITY OF DAYTONA BEACH SHORES, FL

By: _____
Name: Nancy Miller
Title: MAYOR

By: _____
Name: Kurt Swartzlander
Title: City Manager

ATTEST: _____
Name: Cheri Schwab
Title: CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

Accepted this _____ day of _____, A.D. 2023

PEOPLES GAS SYSTEM, INC.

By: _____

Name: Tim O'Connor

Title: VICE PRESIDENT, OPERATIONS,
SUSTAINABILITY & EXTERNAL
AFFAIRS

By: _____

Name: Helen Wesley

Title: PRESIDENT & CEO



CITY COMMISSION AGENDA MEMORANDUM JULY 25, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2023-08 Fiscal Year 2023-2024 Proposed Millage Rate

SYNOPSIS:

The City Charter requires the City Manager to submit a proposed budget to the City Commission. A budget workshop allowed city staff and commission to discuss the proposed Fiscal Year 2023-2024 proposed budget and to give staff direction on the operating budget and proposed property tax millage rate.

FISCAL IMPACT STATEMENT:

The proposed millage of \$4.5880 per \$1,000 reflects a 1.1% decrease in tax rate from FY 2022-2023. This proposed rate is the roll back rate.

BACKGROUND:

The budget is based upon long-term financial trends that are regularly monitored, including consumer price indices for inflation on operating expenses and health insurance rates which impact the budget. The budget workshop discussed the tax rate incorporated into the proposed budget of \$4.5880 per \$1,000 which reflects a 1.1% decrease in tax rate from FY 2022-2023; this rate is the roll back rate. With the increase in Daytona Beach Shores' property values certified by the Volusia County Property Appraiser the proposed tax rate is the rolled back rate.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of a proposed millage rate for fiscal year 2023-2024 based on the budget workshop discussion.

SUGGESTED MOTION:

Adopt Resolution 2023-8 as written or amended by Commission's discussion at the budget workshop.

ATTACHMENT: 1. Resolution 2023-08 Proposed Millage

RESOLUTION 2023-08

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, SETTING THE PROPOSED MILLAGE RATES FOR THE CITY FOR FISCAL YEAR 2023-2024; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Statutes, including Chapter 200.065(2)(e)1., provide that the City Commission shall adopt a proposed millage rate, and;

WHEREAS, the Volusia County Property Appraiser has certified a rolled-back rate of \$4.5880 per \$1,000 of taxable value for the City of Daytona Beach Shores.

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

SECTION ONE: The millage rate for the current fiscal year 2022-2023 is \$4.6389 per \$1,000 of taxable value for the general operating budget.

SECTION TWO: There is hereby adopted a proposed millage rate of \$4.5880 per \$1,000 of taxable value for the general operating budget for the fiscal year 2023-2024. This proposed millage rate is the rolled-back rate of \$4.45880 mills.

SECTION THREE: The date and time of the Tentative Millage Rate hearing shall be Monday, September 11, 2023 at 6:00 pm in the Council Chambers located at 3000 Bellemead Drive, Daytona Beach Shores, Florida 32118 and shall be followed immediately by the Tentative Budget Hearing.

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

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM, CITY ATTORNEY

Passed and Adopted on this _____ day of _____, 2023



CITY COMMISSION AGENDA MEMORANDUM JULY 25, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Kurt Swartzlander, City Manager
SUBJECT: Resolution 2023-09 adopting Administrative Code

SYNOPSIS:

As per Section 3.09 of the city charter the city manager shall propose and the city commission shall amend and adopt, by a vote of four-fifths of the full commission an administrative code which shall set forth the departmental organization for the city government, including charts showing the chain of command and the allocation of responsibilities and duties, definitions of the nature and scope of each department, and all required rules and procedures for operating said departments. This is the formalization of the current operating setup.

FISCAL IMPACT STATEMENT:

Any fiscal impact will be handled annually through the budgetary process.

BACKGROUND:

N/A

LEGAL REVIEW:

RECOMMENDATION:

Adopt Resolution 2023-09 as presented.

SUGGESTED MOTION:

Motion to adopt Resolution 2023-09 as presented.

ATTACHMENT:

1. Resolution 2023-09- Administrative Code - 3-09
2. Resolution 2023-09 EXHIBIT A

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES ADOPTING AN ADMINISTRATIVE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 3.09 of the Charter of the City of Daytona Beach Shores provides:

“Administrative Code. The city manager shall propose and the city commission shall amend and adopt, by a vote of four-fifths of the full commission an administrative code which shall set forth the departmental organization for the city government, including charts showing the chain of command and the allocation of responsibilities and duties, definitions of the nature and scope of each department, and all required rules and procedures for operating said departments.”

WHEREAS, the City Manager has proposed the Administrative Code (attached hereto as Exhibit “A”), for the review and approval by the City Commission; and

WHEREAS, this Resolution establishes an Administrative Code in accordance with Sec. 3.09 of the City’s Charter; and

WHEREAS, the City Commission finds that it is in the best interests of the residents of the City of Daytona Beach Shores to adopt this Administrative Code; and

WHEREAS, the organizational chart that is included in the Administrative Code does not include the number and specific types of positions within the City since those matters are appropriately handled through the budgetary process, including budget amendments as allowed under the City’s budget ordinance; and

WHEREAS, the City Commission finds that pursuant to Sec. 3.05 (2) and (3) of the City Charter, the City Manager has the authority and duty to direct and supervise the administration of all department, offices and agencies of the City and appoint and remove City officers and employees (except as to Article IV of the City Charter relating to the City Attorney); therefore, the City Manager shall have the authority to create and update policies for the day-to-day operations of each department as needed unless there exists a Charter or Code provision requiring action by the City Commission; and

WHEREAS, the City Commission directs that the City Manager should review and revise, where deemed appropriate by the City Manager, the documents which comprise the Administrative Code and bring the Administrative Code back to the City Commission within the next six (6) months for review and approval; and

WHEREAS, the City Commission directs that by no later than six (6) months after the approval of this Resolution, the City Manager shall have posted the Administrative Code on the City’s website; and

WHEREAS, the attached Administrative Code is now presented to the City Commission for formal adoption, which adoption must be by a four-fifths vote of the full commission.

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

SECTION 1. Findings. The above WHEREAS clauses are true and correct and incorporated herein by this reference.

SECTION 2. Adoption The City Commission hereby adopts the Administrative Code which is attached hereto as Exhibit “A”.

SECTION 3. Copies. A copy of the Administrative Code shall be kept on file in the office of the City Clerk, and no later than six (6) months from the date of the adoption of this Resolution, it shall be available on-line on the City’s website.

SECTION 4. Conflicts. If there are any conflicts between the attached Administrative Code and any Charter or Code provision, the Charter and Code provisions shall prevail.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this Resolution or of the attached Administrative Code is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Resolution or attached Administrative Code.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

By: _____
Kurt Swartzlander, City Manager

ATTEST:

By: _____
Cheri Schwab, City Clerk

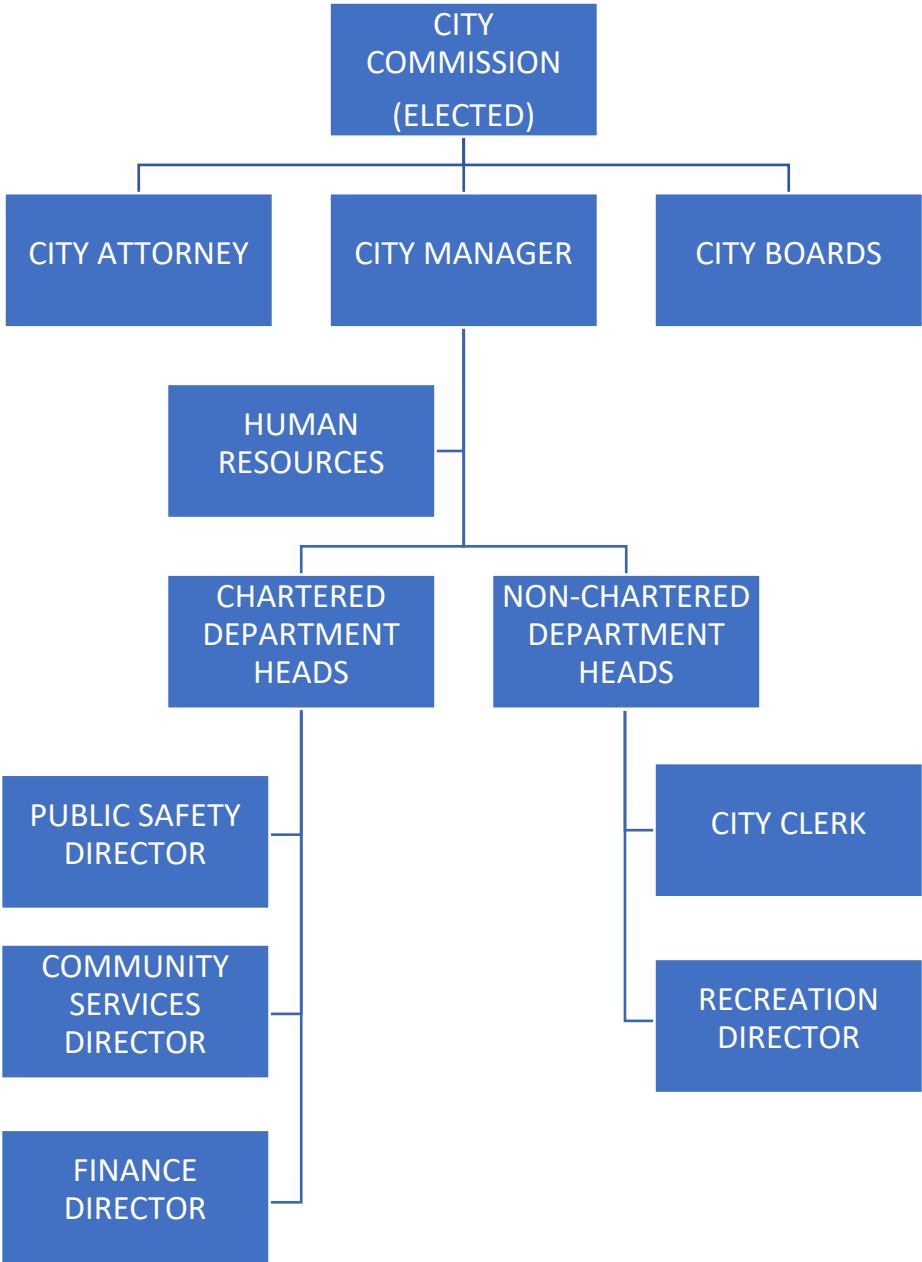
APPROVED AS TO FORM AND LEGALITY:

By: _____
Vose Law Firm, City Attorney

Passed and adopted on this _____ day of _____, 2023.

EXHIBIT A

CITY MANAGEMENT ORGANIZATIONAL CHART



CITY DEPARTMENT DUTIES AND RESPONSIBILITIES

EXECUTIVE DEPARTMENT (Charter Required)

This Executive Department responsible for the day-to-day administration of all affairs of the City. The City Manager is responsible for assuring that all laws, charter provisions, and acts by the City Commission are faithfully executed. In addition, the City Manager directs and supervises all Departments of the City; and appoints and removes all officers and employees.

PUBLIC SAFETY DEPARTMENT (Charter Required)

Public safety department shall include all functions and operations of public safety as defined in the budget ordinance or as otherwise amended by ordinance. Wherever the City of Daytona Beach Shores Code of Ordinances shall utilize the terms "police chief or fire chief" or "police department or fire department," said terms shall be interpreted to mean "public safety director" or "public safety department," respectively. This department also supervises the Information Technology positions of the city.

FINANCE DEPARTMENT (Charter Required)

Finance department shall include all functions and operations of the finance department as defined in the budget ordinance or as otherwise amended by ordinance, and the maintenance and administration of personnel matters.

COMMUNITY SERVICES DEPARTMENT (Charter Required)

Community services department shall include all operations and functions of planning, community services, public works, parks and recreation and sewer operating and impact as defined in the budget ordinance. Wherever the City of Daytona Beach Shores Code of Ordinances shall utilize the term "chief building official," "public works director" or "sewer superintendent" as a department head, said terms shall be interpreted to mean "community services director."

CITY CLERK (Charter Officer Position)

The City Clerk shall be an officer of the city, shall be the custodian of the records and the seal of the municipality.

RECREATION (Non-Chartered Department)

The Recreation department shall be responsible for community programs, cultural opportunities, facility rentals, and other activities for both residents and visitors of the city through the community center and other city facilities. This department is also responsible for economic development, the public information position, and custodial services to various city buildings.

The City Commission finds that pursuant to Sec. 3.05 (2) and (3) of the City Charter, the City Manager has the authority and duty to direct and supervise the administration of all department, offices and agencies of the City and appoint and remove City officers and employees (except as to Article IV of the City Charter relating to the City Attorney); therefore, the City Manager shall have the authority to create and update policies for the day-to-day operations of each department as needed unless there exists a Charter or Code provision requiring action by the City Commission.

Examples of such policies/policy manuals shall include but not be limited to the following types of policy manuals:

- Employee Handbook
- City Manager Policies
- City Purchasing Policy
- City Purchasing Card Policy
- Finance Policy Manual
- Public Safety Directives

The policy manuals are intended to supplement any Charter requirements and adopted Ordinances, Resolutions or motions of the city commission and to implement the day-to-day operations of the city.



CITY COMMISSION AGENDA MEMORANDUM JULY 25, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Establishing A Utility Equipment Box Artwork Program

SYNOPSIS:

The Daytona Beach Shores Underground Utility Project along S. Atlantic Avenue was completed in 2012. Pursuant to the Florida Power and Light (FPL) underground construction standards, electrical transformer boxes were installed above ground on concrete pads along the roadside within an easement. Over the years, staff has received complaints regarding the aesthetic nature of these transformer boxes, as well as other utility (FDOT and AT&T) cabinets, adjacent to the roadside.

FPL and FDOT currently have aesthetic programs (attached) allowing local governments to wrap transformer boxes and traffic signals, respectively, with artwork. Both programs permit either vinyl wrapping or mural painting. However, FPL has a limited set of artwork options, while FDOT allows for original artwork subject to agency approval.

Currently, there are five (5) FDOT traffic signal control panels, two At&t control panels and over 70 FPL transformer boxes within the S. Atlantic Avenue/Dunlawton Boulevard corridor. Staff is seeking guidance from the City Commission to determine whether the City should pursue establishing a Utility Equipment Box Artwork Program to aid in softening the aesthetic impact of utility boxes on the built and natural environment within the city. If approved, the following should be considered:

1. Project Area: S. Atlantic Avenue, Dunlawton Boulevard, Florida Shores Boulevard, side streets
2. Project Funding: General Fund, Exploration of grant funding, Daytona Beach Shores Community Foundation, Establish a Public Art Fund (business and/or development funded), etc.
3. Timing: Phased or Single Project
4. Artwork Type: (i) One uniformed selection or combination throughout the city; (ii) vinyl wraps, painted murals or combination; (iii) For FDOT cabinets, utilize preselcted FPL option(s) or commission unique artwork
5. Selection: City Commission.

FISCAL IMPACT STATEMENT:

This program should not have any effect on the current year's budget and will be included in the 23-24 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff is seeking direction from the City Commission on whether to establish a Utility Equipment Box Artwork Program, which would require the City to enter into utility artwork agreements with FPL and/or FDOT.

SUGGESTED MOTION:

As directed by the commission.

- ATTACHMENT:**
1. FDOT Checklist for CAF (submitter)
 2. 20220325 - FPL Customer Package for Wrapping MAR2022
 3. Utility Box Wrapping Examples

Community Aesthetics Features (CAF)

Checklist for CAF Conceptual Review

- 1) The requestor must be the Local Government Entity [FDM 127.1].
- 2) State the proper CAF category/ designation [FDM 127.3.1].
 - a) Stand Alone Public Art
 - b) Add-on/ Affixed Public Art
 - c) Stand Alone Local ID Marker
 - d) Add-on/ Affixed Local ID Marker
- 3) Include a conceptual drawing/ rendering showing the top, front and side views of the feature with labeled dimensions. [FDM 127.3.1]
- 4) Plans must show lighting configuration [FDM 127.2(4)] or lettering must be retroreflective [FDM 127.32(5)].
- 5) Plans must show the location of the feature in relation to the roadway and meet offset criteria. [FDM 127.2.3(1)(a)]
- 6) Note the design speed and Posted Speed limit on the plans. [FDM 127.3.1(4)]
- 7) Plans must include a citation of the governing Design Standards, Criteria and Building Codes to which the feature will be designed [FDM 127.3.1(5)]
- 8) Is the feature proposed in the median? [FDM 127.2.3(2)] If Yes:
 - a) Is the Design speed equal or less than 45 MPH?
 - b) Is this median an urban (C&G) section?
 - c) Is right of way restricted such that the median is the only viable location?
 - d) Does the feature have a minimum 4' offset from the face of the curb?
 - e) Crash data provided, demonstrating that this location does not have a history of traffic incidents?
- 9) Confirm the maximum height of the feature is not greater than 25' with respect to the nearest point of the roadway. (FDM 127.2.3(1)(c))
- 10) If criteria in FDM 127.2 cannot be met, is a variance request included? [FDM 127.3]
- 13) Does the feature attach to a bridge? If Yes: Declare what the impact is to bridge loading. (FDM 127.3.1(6))
- 14) Form 122-A (Submittal/ Approval letter), signed by the Owning Entity [FDM 127.3.1].

Checklist for CAF Final Review

- 1) Final site plans (signed & sealed), including MOT plan. [FDM 127.3.2(1)]
- 2) Structural plans including wind load analysis. [FDM 127.3.2(2)]
- 3) Form 122-A (Submittal/ Approval letter), signed by the EOR. [FDM 127.3.2(6)]
- 4) Required Deposit/ Performance Bond [FDM 127.1].
- 5) Design Variations/ approval. [FDM 127.3.2(4)]

(FDOT to assist during final phase):

- 6) Local Government Entity Resolution. [FDM 127.3.2(3)]
- 7) Executed Community Aesthetics Feature Agreement. [FDM 127.3.2(5)]

Customer's Forms Package for Wrapping Padmounted Equipment

Customer's Forms Package for Wrapping Padmounted Equipment	Page 1
Index	Page 2
General Specifications and Instructions for Covering Distribution Padmounted Equipment	Page 3 - 5
Customer Wrap Application	Page 6
Padmounted Equipment Wrap Contractor Waiver and Release	Page 7
From Approved Wraps Menu - <i>Japanese Orange Plant</i>	Page 8
From Approved Wraps Menu - <i>Banyan Tree Leaves</i>	Page 9
From Approved Wraps Menu - <i>American Evergreen</i>	Page 10
From Approved Wraps Menu - <i>Sunset</i>	Page 11
From Approved Wraps Menu - <i>Sea Life</i>	Page 12

General Specifications and Instructions for Covering Distribution Padmounted Equipment

TO BE USED BY CUSTOMER'S CONTRACTOR

FPL Power Delivery/Engineering Technical Services – Revision: March 2022

1. Introduction:

FPL is allowing the covering of Distribution padmounted equipment in FPL's service territory ("*padmounted equipment*" refers only to transformers and switch cabinets. Other padmounted equipment might be considered on a case by case basis after further review of the request). The covering requirements with light vinyl covering (wrap) will be discussed. The general intent of these requirements is to provide a framework for the proposed covering to be applied without adversely impacting the legal, industry, and operating requirements of these units. It is also the intent of these guidelines not to affect the reliability of units or reduce its service life.

2. General Covering Requirements:

a. Safety Markings:

- i. Safety and/or caution tags and safety hardware shall not be covered. Contractor (installer) must protect and/or cut around existing FPL markings/stickers to avoid covering (see Pg.2, Section 3.d) These include but are not limited to:
 - 1. Danger Signs
 - 2. Warning Signs
 - 3. Caution Signs
 - 4. Locks
 - 5. Bolts

b. Operational Markings:

- i. Equipment markings/stickers shall not be covered. Contractor (installer) must protect and/or cut around existing FPL markings/stickers to avoid covering (see Pg.2, Section 3.d) These include but are not limited to:
 - 1. TLN and Switch Numbers (i.e. Loop Numbers, etc.)
 - 2. Location Information
 - 3. Nameplates
 - 4. Barcodes

5. Transformer cooling fins or tubes

6. Fault Indicators

c. Other Operational Requirements:

- i. Coverings of any kind shall not impede or retard the opening of any door, lid, or hood of any equipment.
- ii. Coverings of any kind shall not impede the restoration of equipment.
- iii. Live-front equipment will NOT be wrapped.

3. Padmounted Equipment Coverings:

- a. Painting is the preferred method of providing equipment covering.
- b. Painting of padmounted equipment will only be performed by FPL environmental team (and/or its contractors). If you are not part of that team, please DO NOT proceed with painting and contact your FPL Customer Advisor for guidance.
- c. Wrapping must be pre-approved by FPL.
- d. Contractor must follow these guidelines (“Contractor” refers to the company [and their employees] hired by the Governmental Agency [also known as “Customer”] to wrap FPL equipment)
 - i. Receive, sign, and return to FPL Customer Advisor the “RELEASE, WAIVER OF LIABILITY, HOLD-HARMLESS AGREEMENT AND COVENANT NOT TO SUE – CUSTOMER’S CONTRACTOR”.
 - ii. Receive a copy of the “General Specifications and Instructions for Covering Distribution Padmounted Equipment”.
 - iii. Consult with the FPL Customer Advisor prior to wrapping if there are any questions on how to proceed.
 - iv. Wrapping designs are pre-approved by FPL, and do not contain any trademarks, text, logos or symbology. Only pre-approved designs/colors/patterns are allowed for installation. All shall be lighter than the applied Munsell green color of the equipment and should be as thin as possible in order not to interfere with the natural cooling of the equipment. Nothing potentially offensive, political, questionable, having devil zymology, religious intent, promoting any agenda, etc., will be allowed for any reason, at any time, by anyone. The Contractor will only install the wrap design that was selected by the Customer.
 - v. Only Avery and 3M cast vinyl and laminate are allowed. Calendered vinyl or laminate are not allowed.

- vi. The Contractor must be a certified installer of 3M or Avery, whichever vinyl is used.
- vii. Wraps shall not cover any of the following: Safety and/or Caution Tags, Markings/Labels/Stickers, Cooling Fins/Vents, nor any kind of FPL identification means.
- viii. Wraps shall not impede or retard the opening of any door, lid, or hood of any equipment.
- ix. Wraps shall not impede the restoration of equipment.
- x. FPL will conduct a post-installation check. If any non-compliance to these rules is found, the Customer will be notified and allowed 30 days to make corrections at their own expense. Customer's failure to make corrections in time will result in the removal of the wrap by FPL. All costs associated with removing the wrap, renumbering the device, or any work of any kind by FPL will be paid for by Customer.
- xi. FPL reserves the right to deny any requests, and/or remove a wrap due to replacement of the equipment due to normal operations or restoration, or for any other reason, at any time. Complaints by the members of public or any party can result in immediate removal of the wrapping by FPL with all expenses paid for by customer.

Having received this set of instructions the Contractor acknowledges understanding and to abide by them. Any questions should be handled prior to installation of any type of covering on the FPL equipment.



Customer Wrap Application

Agency Name:

Agency Address:

Street or Road Address	City and County

/ /
Form Submittal Date

1 Contact Information:

*Agency Contact (Applicant):

Contractor Company Name:

Business Physical Address:

	Phone:		Email:	
	Phone:		Email:	

For Agreements and Waivers, please provide:

Contractor Contact Name:

Company Mailing Address:

	or	Email:	

* Person FPL will contact to discuss the project, and send communications to regarding changes affecting the status of the job.

Number of Padmounted
Equipment to be wrapped:

**Indicate location of each equipment:

**Indicate wrap design selection:

--	--

** If more space is needed, please add a separate page with the list as an addendum.

3 Wrapping Guidelines:

1. Wrapping inquiries are only allowed from **governmental accounts** and must follow this set of guidelines. To start the process, the Customer will receive the following documents: *Customer Wrap Application*, *Approved Wraps Menu*, and *Padmounted Equipment Wrap Contractor Waiver and Release*.
2. Customer Advisor will be the point of contact for FPL, and will review documents and verify all requirements are met prior to approval.
3. FPL Manager of Customer and Employee Experience will have final authority of request approval or denial in case of questions or unusual requests.
4. Customer must accompany signed application with: a set of no less than four digital pictures per equipment to be wrapped. Pictures must show each side of the equipment from base to top, any placards, signs, stickers, labels, nameplates, barcodes, or any other markings or identifiers on the equipment, and a close up of the lock on the device to confirm it's closed.
5. Wrapping designs are pre-approved by FPL, and do not contain any trademarks, text, logos or symbology. Only pre-approved designs/colors/patterns are allowed for installation. All wraps shall be lighter than the applied Munsell green color of the equipment and should be as thin as possible in order not to interfere with the natural cooling of the equipment. Nothing potentially offensive, political, questionable, having devil symbology, religious intent, promoting any agenda, etc., will be allowed for any reason, at any time, by anyone.
6. Customer will refer to the *Approved Wraps Menu* and indicate design selection for each location to be wrapped.
7. Only Avery and 3M cast vinyl and laminate are allowed. Calendered vinyl or laminate are not allowed.
8. The contractor must be a certified installer of 3M or Avery, whichever vinyl is used.
9. **Wraps shall not cover any of the following:** Safety and/or Caution Tags, Markings/Labels/Stickers, Cooling Fins/Vents, nor any kind of FPL identification means. Contractor must follow the *General Specifications and Instructions for Covering Distribution Pad Mounted Equipment*.
10. Wraps shall not impede or retard the opening of any door, lid, hood or hand hole of any equipment.
11. Wraps shall not impede the restoration of equipment. Live-front equipment will NOT be wrapped.
12. FPL will conduct a post-installation check. **If any non-compliance to these rules is found**, the customer will be notified and allowed 30 days to make corrections at their own expense. **Customer's failure to make corrections in time will result in the removal of the wrap by FPL. All costs associated with removing the wrap, renumbering the device, or any work of any kind by FPL will be paid for by customer.**
13. FPL reserves the right to deny any requests, and/or remove a wrap due to replacement of the equipment due to normal operations or restoration, or for any other reason, at any time. Complaints by the members of public or any party can result in immediate removal of the wrapping by FPL with all expenses paid for by customer.

4 Timeline:

Once all above information is received:

Approval Phase = 2 weeks

Field Check Phase = 2 weeks

5 Applicant Signature:

Applicant Name:

Applicant Signature:

Date:

RELEASE, WAIVER OF LIABILITY, HOLD-HARMLESS AGREEMENT AND COVENANT NOT TO SUE – CUSTOMER'S CONTRACTOR

FPL Customer: _____
Customer's Contractor: _____
Location of Project: _____
FPL Representative: _____
Contractor Representative: _____

Date: _____
Project Number/Name: _____
City: _____
Phone: _____
FPL Work Request #/Work Order #: _____

This Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue – Customer's Contractor ("Release") was read, understood and signed on the date identified above. Customer's Contractor identified above ("Contractor") voluntarily provides the following release, waiver of liability, hold-harmless agreement and covenant not to sue to Florida Power & Light Company ("FPL") in exchange for FPL allowing Contractor to install certain coverings on FPL transformers.

Contractor has been engaged by the FPL customer identified above to perform certain work (the "Work"), which includes placing partial coverings on certain distribution pad mounted equipment ("FPL Property") owned by FPL meeting its then current General Specifications and Instructions for covering Distribution Pad Mounted Equipment (which may be amended, supplemented or modified from time-to-time, collectively, the "Instructions"), which are available upon request. This Release shall remain in full force and effect from the date above continuing in perpetuity, and execution of this Release is a condition precedent to Contractor's privilege and right to perform the Work.

Contractor acknowledges and agrees that it reviewed the Instructions and Contractor and its employees and/or agents that will perform the Work are qualified, skilled, trained, capable, willing and able to perform the Work in a safe manner, in strict compliance with the Instructions, the National Electrical Safety Code, and all applicable, codes, laws and regulations. Contractor acknowledges and agrees that the Work involves some risk of injury, death and/or property damage. In consideration of Contractor being permitted access to the FPL Property to perform the Work: (1) Contractor clearly and unequivocally releases, waives, and discharges and covenants not to sue FPL and all affiliates and subsidiaries of NextEra Energy, Inc., and their respective officers, directors, employees, agents and representatives (collectively, "FPL Entities") for any and all loss or damage, any claims whether or not based on negligence, strict liability or other tort, and any claim or demands for the same on account of any bodily injury, including death, to any person or damage to FPL Property or any property of a third party, WHETHER CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF FPL ENTITIES OR OTHERWISE, in connection with the Work; (2) Contractor assumes full responsibility for, and risk of, bodily injury, death or property damage, WHETHER OR NOT DUE TO THE NEGLIGENCE FPL ENTITIES, while in connection with the Work; and (3) Contractor agrees to defend, indemnify and hold FPL Entities harmless from and against any liabilities, claims, costs (including attorneys' fees), actions and/or proceedings, whether at trial or on appeal, against FPL in connection with or relating to any bodily injury, death or property damage, WHETHER CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF FPL ENTITIES OR OTHERWISE, made by any person or personal representative including but not limited to a Contractor's employee, agent, subcontractor or subcontractor's employee or the estate of an employee of Contractor, in connection with the Work, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Subject to the next sentence, Contractor's indemnity obligations per occurrence shall extend up to the limits of insurance required to be maintained by Contractor pursuant to this Release. The limits of Contractor's indemnity shall not apply to or limit Contractor's responsibility for attorneys' fees and costs under this Release. Contractor agrees this Release is intended to be as broad and as inclusive as is permitted by Florida law, and that if any portion of it is held invalid, Contractor agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Before commencing any Work, Contractor will maintain the following minimum insurance with insurance companies acceptable to FPL (insurers rated "A-, VII" or higher by A.M. Best's Key Rating Guide are deemed acceptable): (a) Workers' Compensation Insurance for statutory obligations imposed by Florida law; (b) Automobile Liability Insurance covering all owned, non-owned, leased and hired automobiles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage per accident; and (c) General Liability Insurance, covering liability arising from operations, bodily injury, or property damage, with minimum limits of Five Million Dollars (\$5,000,000) per occurrence. Except for Workers' Compensation Insurance, FPL Entities shall be endorsed as an additional insured on Contractor's insurance policies required to be maintained above and such policies shall provide for a waiver of subrogation in favor of FPL Entities. All policies of insurance required to be maintained by Contractor hereunder shall provide for a severability of interests clause and include a provision in such policies that Contractor's insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of FPL. Contractor shall promptly provide evidence of the required coverage above in the form of an ACORD certificate or other certificate of insurance acceptable to FPL.

Contractor represents and warrants that (i) it has all applicable licenses required by applicable laws, rules and regulations in connection with or as necessary to perform of the Work, (ii) it has and will maintain all applicable permits required by any governmental authority in connection with the Work, (iii) it has and will maintain all applicable insurance required by this Release, (iv) the person signing below has actual power and authority to execute this Release and consummate all transactions contemplated by this Release, and (v) FPL is relying upon the representations and warranties made herein as a material inducement for FPL's consent to allow Contractor access to the FPL Property in order to perform the Work. If FPL determines that Contractor fails at any time to comply with the representations, warranties or covenants set forth in this Release, then Contractor's access to the FPL Property in order to perform the Work shall be deemed automatically and immediately revoked. This Release shall be governed in all respects by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. In the event of any litigation or other legal proceeding with respect to any term or provision of this Release or in connection with the Work, Contractor agrees that the exclusive venue for any such litigation shall be brought and maintained in the Circuit Court of Palm Beach County, Florida. Contractor irrevocably waives any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction. CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS RELEASE.

The undersigned (A) has read and voluntarily signs this Release and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made, (B) agrees that the language in this Release is unambiguous, and (C) acknowledges the important rights being given up in order to have limited access to the FPL Property, as set forth in this Release, to perform the Work, and that such rights either have been explained to us/me or I understand from its/my/our own knowledge. By its agent signing below, Contractor agrees to be bound by the terms of this Release.

Signed: _____

Printed Name: _____

Title: _____

Japanese Orange Plant



Banyan Tree Leaves



American Evergreen



Sunset



Sea Life



FPL Transformer Box: 1903 S. Atlantic Ave. (Max Daytona)



Source: GoogleMaps, 2022

FPL Transformer Boxes: 1930 S. Atlantic Ave.



Source: GoogleMaps, 2022

FPL Transformer Boxes: 138 Beachcomber Ave. (Cherry Hill)



Source: GoogleMaps, 2022

FPL Transformer Boxes: 3118 S. Atlantic Ave. (Realty Pro)



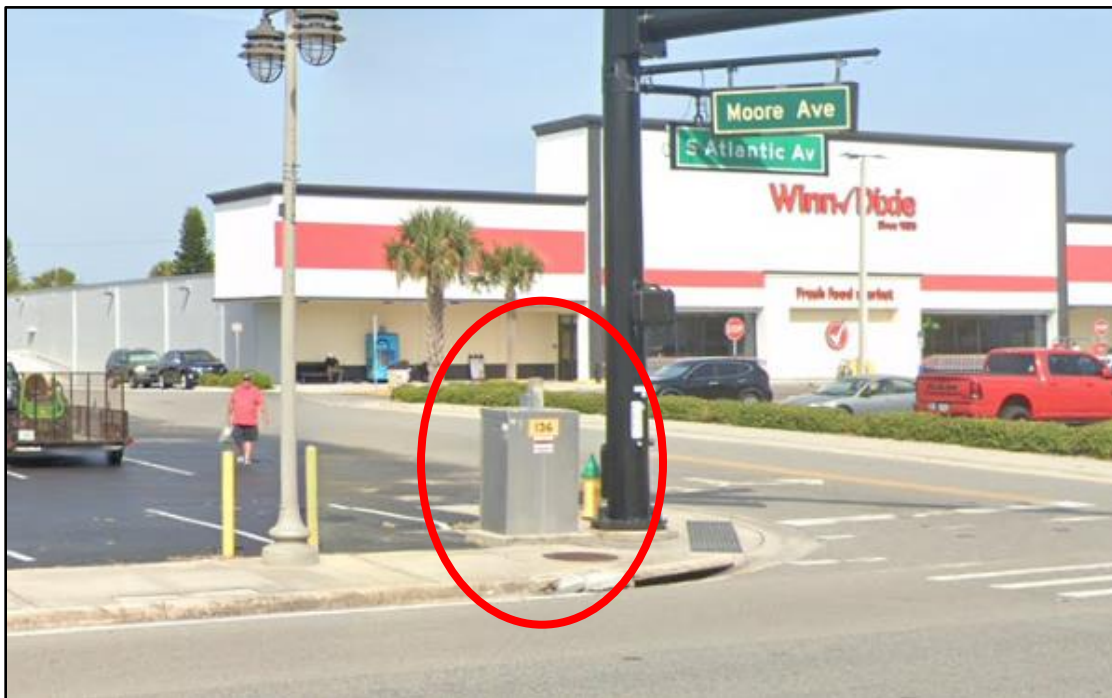
Source: GoogleMaps, 2022

Traffic Signal Control Cabinet: Botefuhr Ave./S. Atlantic Ave.



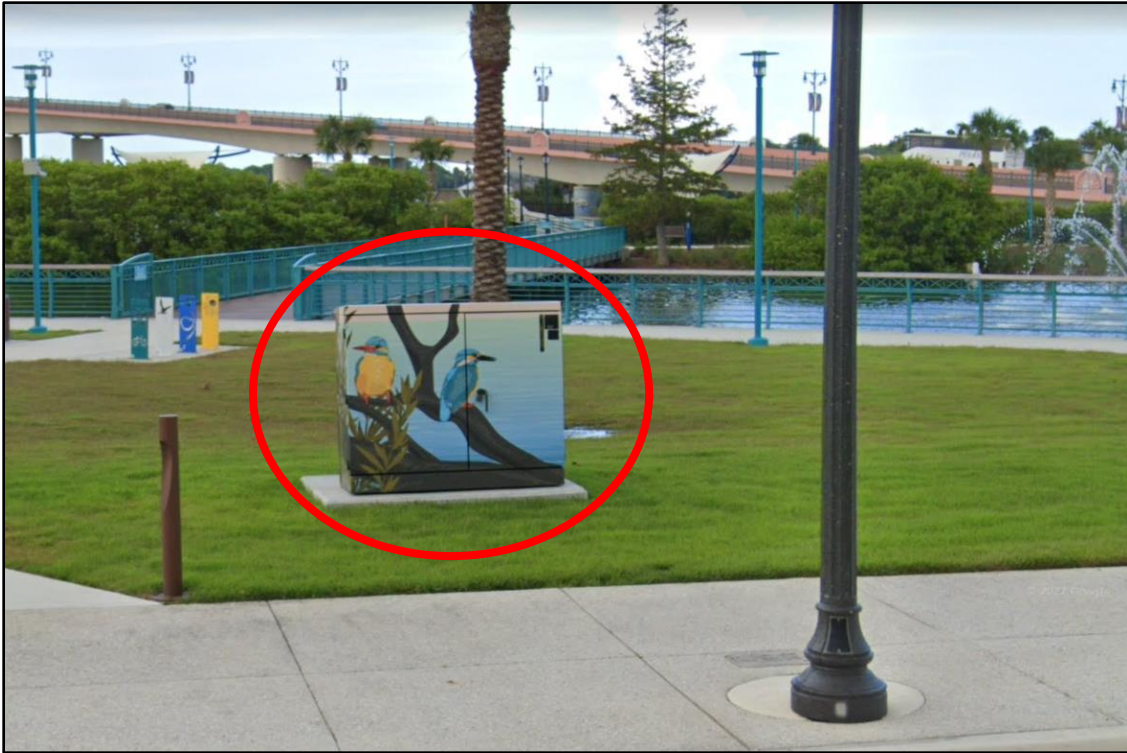
Source: GoogleMaps, 2022

Traffic Signal Control Cabinet: Moore Ave./S. Atlantic Ave.



Source: GoogleMaps, 2022

Transformer Box Application: Riverfront Esplanade (Beach Street, Daytona Beach)



Source: GoogleMaps, 2022



Source: GoogleMaps, 2022

Traffic Signal Cabinet Applications: City of Sunrise, FL



Source: City of Sunrise, 2023



**CITY COMMISSION AGENDA MEMORANDUM
JULY 25, 2023 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Kurt Swartzlander, City Manager
SUBJECT: Social Media Policy

SYNOPSIS:

During the City Attorney's comments at the last City Commission meeting, the city attorney requested consensus to update the city's social media policy. That updated policy is being brought forth tonight for consideration by the city commission.

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Adopt the Social Media Policy as presented

SUGGESTED MOTION:

Motion to adopt the Social Media Policy as presented

ATTACHMENT: 1. Social Media Policy - Daytona Beach Shores 7-20-23

SOCIAL MEDIA POLICY
CITY OF DAYTONA BEACH SHORES, FLORIDA

1. Purpose.

Through this policy, the City of Daytona Beach Shores shall establish basic guidelines for use of its current and any new social media outlets. To address the fast-changing landscape of the Internet and the manner in which residents communicate and obtain information online, City departments may consider using social media tools to reach a broader audience. Social media may be especially effective in communicating information related to crisis situations and when disseminating information in a timely manner is critical.

This policy applies to and serves as a guide to all City employees, departments and contracted entities engaging in any social media activities while sharing information on behalf of the City.

2. Definitions.

An **Authorized User** is an employee, who has been authorized by their Department Director and approved by the City Manager to access and post updates to the City's social media accounts.

Comments are short notes about a post.

Hashtags (#) are words or phrases used within a message to identify a keyword or topic of interest and facilitate a search for it. Hashtags are preceded by the pound sign (#) and can be a word or a short phrase (i.e.#DBS).

A **Post** is a message the organization wants to share with those who "like" the organization's Facebook page or who "follow" the organization on Twitter. On Facebook, a post is commonly referred to as a Status Update. On Twitter, a post is called a Tweet. Posts will appear on the organization's activity feed and can include pictures, links, videos, or any related media.

Social Media are websites and applications that enable users to create and share content or to participate in social networking.

A **Social Media Account** is any registration, login credential, or network that is created or maintained for the purpose of establishing or perpetuating a social media presence.

Social Networking is the use of dedicated websites and applications to interact with other users, or to find people with similar interests to oneself or interest in one's organization. Facebook and Twitter are social networking sites.

Tag or **tagging** someone or an organization means a link is created to that person's or organization's profile. The person/organization that is tagged in a post will be notified and the post may be added to the person's/organization's timeline or newsfeed.

3. Acceptable Use.

Personal Use

City employees may have personal social networking and social media accounts. These accounts should remain personal in nature and should be used to share personal opinions or nonwork-related information. This practice helps ensure a distinction between the dissemination of personal views and City views.

City employees must never use their City e-mail account or password in conjunction with a personal social networking or social media account.

It is generally not advisable for City employees, departments, or contractors to comment or post about official City business using a personal social networking or social media account. The following guidance is for City employees who have a personal social media or social networking account and decide to comment or post about official City business:

- State your name and, if relevant, role, when discussing City business;
- Use a disclaimer such as: “The postings on this site are my own and don’t reflect or represent the opinions of the City for which I work.”

Professional Use

All official City-related communication through social media and social networking outlets should remain professional in nature and should always be conducted in accordance with the City’s communications practices and expectations. Authorized users shall comply with the following guidelines while using social media or social networking sites in their professional capacity:

- Social media posts made by the City must pertain to City news or events only. The City’s authorized users shall approach the use of social media tools as consistently as possible.
- The City Manager or designee may follow, like, share and retweet posts that contain content relevant to the City’s mission.
- In general, individual complaints, concerns, or service requests will not be addressed via social media.
- At all times, authorized users shall use good judgment when posting. Employees must refrain from making posts that may be interpreted as offensive, obscene, demeaning, or inflammatory. At times, authorized users may determine that other means/tools are more appropriate ways to disseminate information related to a particular issue.
- Authorized users shall present information by using professional standards for good grammar, spelling, brevity, clarity and accuracy, and by avoiding jargon, obscure terminology, or acronyms.
- Confidential information shall not be posted.

City employees shall recognize that the content and messages they post on social media websites are public and may be cited as official City statements. Social media should not be used to circumvent other City communication policies, including news media policy requirements. City employees may not publish information on City social media sites that includes:

- Confidential information
- Copyright violations

- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Comments demonstrating support of or opposition to a candidate for political office
- Commercial endorsements or SPAM
- Private information regarding City employees, public officials, and contractors

Employees must not use official City social media or social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities.

Only individuals authorized by the City may publish content to a City website, social media page, or social networking site.

4. Approval and Registration.

All City social media sites and accounts shall be (1) approved by the City Manager; (2) published using social networking platforms and tools approved by the City Manager; and (3) administered by the person who obtained approval for such site or by their designee.

5. Oversight and Enforcement.

City employees should be mindful that inappropriate usage of official City social media, and social networking sites can be grounds for disciplinary action. If social media and social networking sites are used for official City business, then the entire City site, page, or account is subject to the City's standards for professional use.

Employees representing the City through social media outlets or participating in social media features on City websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for disciplinary action, including revoking the privilege to participate in City social media sites, blogs, or other social media features.

6. Public Records Retention and Requests.

Public Records Retention

The Social media sites contain communications from or received by the City, and such communications are therefore public records subject to the requirements of Chapter 119, Florida Statutes. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The department or employee maintaining a City social media site or account shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

- Social media records shall be captured in a continuous fashion to minimize a potential loss of data due to deletion and/or changes on the social networking site.

- Social media records shall be maintained in an authentic format (i.e., ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
- Social media records shall be archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- Social media records shall be indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g., PDF).
- Each employee who administers one or more social networking sites on behalf of the City shall have self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

Public Records Requests

The City's social media sites are subject to public records laws under Chapter 119, Florida Statutes. Any content maintained in a social media format related to City business, including communication posted by the City and communication received from citizens, is a public record. The department or employee maintaining the site or account is responsible for responding completely and accurately to any public records request for social media content.

7. Comments or Posts by Third Parties

The City's social media sites are primarily tools to share information with citizens. It is not the City's intent for posts to be public forums, and the City does not view these sites as a way to communicate directly with elected officials or City staff. As such, the City has decided to turn off the comment function on its Facebook, Twitter, Instagram, and any other social media or social networking websites. The default setting on future posts will be to disallow comments.

From time to time, the City Manager, or designee, may use posts to solicit feedback or to poll residents on specific topics. In these cases, comments may be enabled, and the post shall include a disclaimer that "any comments not germane to this post shall be removed."