



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING JULY 23, 2024

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes June 25, 2024
- 7. CONSENT AGENDA:**
 - A. PS June monthly report
 - B. Property & Casualty Insurance and Risk Management Services

- C. Community Services Department Monthly Report - June 2024
- D. Approval of Master Lift Station Odor Control Replacement Independent Contractor's Agreement: McMahan Construction Co., Inc.

8. OLD BUSINESS:

9. NEW BUSINESS:

- A. Resolution 2024-07: Adoption of the Daytona Beach Shores Wastewater Facility Plan
- B. Resolution 2024-11 Adoption of a Proposed Millage Rate for FY 2024-25
- C. Ordinance 2024-20 Service Use Charge-Lien for Unpaid Bills
- D. Pedestrian Beach Access At Sanibel Condominium, 3799 S. Atlantic Avenue

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

MINUTES
CITY COMMISSION MEETING
June 25, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Attorney Paul Waters, City Planner Gwyn Herstein, 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:

6. APPROVAL OF MINUTES

A. City Commission Minutes June 11, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of June 11, 2024.

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

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

7. CONSENT AGENDA:

A. Monthly Executive Financial Report-May 2024

B. Public Safety May report

- C. Community Services Department Monthly Report - May 2024
- D. County of Volusia JAG Letter approval
- E. Agreement To Piggyback Services Contracted By The City of South Daytona For Sewer Slip Lining Services
- F. Approval of Non-Priority Sites Dune Walkover Reconstruction Independent Contractors Agreement: East Coast Marine Construction and Design, Inc.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda.

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

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

8. OLD BUSINESS:

- A. Ordinance 2024-14: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 3635 Cardinal Boulevard

Attorney Paul Waters read the ordinance by title only. City Planner Gwyn Herstein reported there were no changes since First Reading on May 14th.

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Ordinance 2024-14 on second reading.

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

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

- B. Ordinance 2024-15: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 110 Van Avenue

Attorney Paul Waters read the ordinance by title only. City Planner Gwyn Herstein reported there were no changes since First Reading on May 14th.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Ordinance 2024-15 on second reading.

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

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

C. Ordinance 2024-16: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 129 Esmeralda Avenue

Attorney Paul Waters read the ordinance by title only. City Planner Gwyn Herstein reported there were no changes since First Reading on May 14th.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Ordinance 2024-16 on second reading.

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

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

9. QUASI-JUDICIAL HEARING

A. Ordinance 2024-11: Rezoning Application For Recently Annexed Property Located At 3635 Cardinal Boulevard

Attorney Waters inquired if there was any ex-parte communication and the commission members replied with negative responses. All witnesses were sworn in for the hearings. The City Attorney read the ordinance by title only. City Planner Gwyn Herstein provided a brief presentation explaining that the ordinance would assign a zoning classification similar to what it had with the County of Volusia. There had been no changes since the First Reading on May 14th and all criteria had been met for the rezoning. There were no comments made either for or against the ordinance.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Ordinance 2024-11 on second reading.

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

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

B. Ordinance 2024-12: Rezoning Application For Recently Annexed Property Located At 110 Van Avenue

Attorney Waters inquired if there was any ex-parte communication and the commission members replied with negative responses. The City Attorney read the ordinance by title only. City Planner Gwyn Herstein provided a brief presentation explaining that the ordinance would assign a zoning classification similar to what it had with the County of Volusia. There

had been no changes since the First Reading on May 14th and all criteria had been met for the rezoning. There were no comments made either for or against the ordinance.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2024-12 on second reading.

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

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

C. Ordinance 2024-13: Rezoning Application For Recently Annexed Property Located At 129 Esmeralda Avenue

Attorney Waters inquired if there was any ex-parte communication and the commission members replied with negative responses. The City Attorney read the ordinance by title only. City Planner Gwyn Herstein provided a brief presentation explaining that the ordinance would assign a zoning classification similar to what it had with the County of Volusia. There had been no changes since the First Reading on May 14th and all criteria had been met for the rezoning. There were no comments made either for or against the ordinance.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Ordinance 2024-13 on second reading.

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

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

10. NEW BUSINESS:

A. Consideration of Voting Delegate for FLC Annual Conference

Mayor Miller explained that a voting delegate was required for the Florida League of Cities Annual Conference. Since she is the only member attending the conference this year, she was nominated and approved.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to nominate Mayor Miller as Voting Delegate for the FLC Annual Conference.

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

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

B. Resolution 2024-09: Fee Schedule Amendment Establishing A Milestone Inspection Report Processing Fee

Attorney Waters read the resolution by title. Chief Building Official Steve Edmunds explained that this is a new inspection required by the state. The fee is inline with the County of Volusia and will cover the estimated costs. There are 47 properties that have been identified that require this inspection this year.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Resolution 2024-09 on first reading.

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

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

C. Resolution 2024-10 Budget Amendment #3 for Dune Walkover Repairs

Attorney Waters read the resolution by title. Finance Director Lory Irwin explained the budget amendment was to cover the cost of the non-priority dune walkovers.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2024-10 on first reading.

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

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

D. Discussion of City Manager Salary as per the requirements of the City Charter

Vice Mayor Politis would like to hold a workshop to discuss this. Comm. Conomos inquired if it could be combined with the City Manager evaluation form review that he is putting together. It was decided to add these items to the upcoming workshop on July 23rd. The start time will now be 3:30 pm.

11. CITY ATTORNEY COMMENTS

The City Attorney had no additional items or comments to discuss.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander congratulated the three commissioners for running unopposed and receiving another term. The Governor vetoed the city's legislative ask for the sewer funding project. Grants will be applied for to cover the cost of the project.

13. COMMISSION COMMENTS:

Commission Dembinsky announced he would not be in attendance on July 23rd. Vice Mayor Politis thanked the Public Safety Department for their efforts during the recent truck event. He inquired if it was appropriate to endorse local politicians. The City Attorney will research this and report back. Comm. Conomos would like staff to research the possibility of adding a crosswalk near the new mini-golf business in the 2500 block of S. Atlantic Avenue. He had noticed an increase in foot traffic trying to cross the road in that area. Mayor Miller reminded the audience that the first meetings in both July and August were canceled. The charter amendment question will be on the August 20th ballot. There is a free concert Friday night. Coffee with the Mayor will resume in September with Sheriff Chitwood as guest speaker.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

The meeting ended at 6:54 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
JULY 23, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: PS June monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. June monthly report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR JUNE 2024

	<i>Jun-24</i>	<i>24/YTD</i>	<i>Jun-23</i>	<i>23/YTD</i>
<i>Police Related Calls</i>	2,224	8,649	1,884	11,163
<i>Fire Related Calls</i>	80	396	70	404
<i>Rescue Related Calls</i>	73	352	55	338
<i>Fire Related Alarms Sounding</i>	32	139	31	112
<i>Traffic Citations</i>	35	926	272	1,141
<i>Written Warnings</i>	99	595	19	184
<i>Building Inspections</i>	28	273	40	378
<i>Arrests: Adults</i>	33	141	29	199
<i>Juveniles</i>	1	4	0	4
<i>City Ordinance Charges</i>	0	2	1	3
<i>Florida State Statute Charges</i>	43	172	34	346
<i>Accidents: Total</i>	16	78	11	81
<i>Street/Highway</i>	6	40	10	56
<i>Parking Lot</i>	10	38	1	32

Michael Fowler, Public Safety Director

M
67.03.24

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-06-01 through 2024-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAFFIC STOP	TS	448	20.14 %	14.93
MISCELLANEOUS LE CALL	MISC	413	18.57 %	13.77
EXTRA PATROL	EP	302	13.58 %	10.07
PROPERTY CHECK	PRC	214	9.62 %	7.13
DIRECTED PATROL REQUEST	DPR	68	3.06 %	2.27
TELEPHONE HANDLE	THC	63	2.83 %	2.10
SUSP PERSON	SPER	56	2.52 %	1.87
MEDICAL EMERGENCY	MED1	40	1.80 %	1.33
SUSPECT STOP	SS	30	1.35 %	1.00
TRESPASSERS	TRES	30	1.35 %	1.00
FIRE ALARM	ALARMF	28	1.26 %	0.93
SUSP VEHICLE	SVEH	28	1.26 %	0.93
TOWED VEHICLE	TOW	28	1.26 %	0.93
DISTURBANCE	DIST	25	1.12 %	0.83
911 CK/OPEN LINE	911CK	23	1.03 %	0.77
INVESTIGATION	INV	21	0.94 %	0.70
SUSP INCIDENT	SINC	21	0.94 %	0.70
SPECIAL DETAIL	SDL	19	0.85 %	0.63
WALKUP	WALKUP	18	0.81 %	0.60
NOISE	NOISE	17	0.76 %	0.57
RECKLESS DRIVER	RD	14	0.63 %	0.47
FALL- NON EMERGENCY	TRAU3	11	0.49 %	0.37
ASSAULT/BATTERY	ABAT	10	0.45 %	0.33
BLS - MED/TRAUMA	BLS3	10	0.45 %	0.33
INFORMATION GIVEN	INFO	10	0.45 %	0.33
MENTALLY ILL PER	MIP	10	0.45 %	0.33
WARRANT	WAR	10	0.45 %	0.33
ANIMAL COMPLAINT	AC	9	0.40 %	0.30
DOMESTIC DISTURBANCE	DV	9	0.40 %	0.30
ELEVATOR CALL	ELEV	9	0.40 %	0.30
FOUND PROPERTY	PROPF	9	0.40 %	0.30
HIT&RUN MVA	MVHR	9	0.40 %	0.30
ILLEGAL PARKING	PARK	9	0.40 %	0.30
WALK & TALK	WT	9	0.40 %	0.30
NARCOTICS	NARC	8	0.36 %	0.27
WELL BEING CHECK	WBC	8	0.36 %	0.27
FLAG DOWN	FLAG	7	0.31 %	0.23
MVA	MV	7	0.31 %	0.23
UNCONSCIOUS	UNC	7	0.31 %	0.23
ZONE ACCOUNTABILITY PATR	ZAP	7	0.31 %	0.23
DANGEROUS COND FD	DCFD	6	0.27 %	0.20
DISABLED VEHICLE	DAV	6	0.27 %	0.20
MEDICAL NON-EMERG	MED2	6	0.27 %	0.20
RADAR	RADAR	6	0.27 %	0.20
THEFT	THEFT	6	0.27 %	0.20
BURGLARY ALARM	ALARM	5	0.22 %	0.17

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-06-01 through 2024-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
CIVIL COMPLAINT	CIVIL	5	0.22 %	0.17
DRUNK DRIVER	DUI	5	0.22 %	0.17
LOST PROPERTY	PROPL	5	0.22 %	0.17
MVA W/ INJURIES	MVI	5	0.22 %	0.17
ROAD OBSTRUCTION	RDOB	5	0.22 %	0.17
STROKE / CVA	CVA	5	0.22 %	0.17
TRAUMA EMERGENCY	TRAU1	5	0.22 %	0.17
BOLO	BOLO	4	0.18 %	0.13
FIGHT	FIGHT	4	0.18 %	0.13
REPOSSESSED VEH	REPO	4	0.18 %	0.13
SEXUAL OFFENDER	SXF	4	0.18 %	0.13
BUSINESS ALARM	ALARMB	3	0.13 %	0.10
DEAD PERSON	DEAD	3	0.13 %	0.10
DRUNK PERSON	IP	3	0.13 %	0.10
ESCORT	ESCORT	3	0.13 %	0.10
FLEEING DRIVER	FLEE	3	0.13 %	0.10
JUVENILE	JUV	3	0.13 %	0.10
STOLEN VEHICLE	SV	3	0.13 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.09 %	0.07
ALZHEIMERS	ALZ	2	0.09 %	0.07
ATT TO CONTACT	ATC	2	0.09 %	0.07
FRAUD	FRAUD	2	0.09 %	0.07
MEDICAL UNKNOWN	ALARMM	2	0.09 %	0.07
MISC FIRE SERVICE CALL	MISCF	2	0.09 %	0.07
MISSING PERSON	MP	2	0.09 %	0.07
SHOPLIFTING	SHOP1	2	0.09 %	0.07
SMOKE IN STR COMM/HIRISE	SMISCH	2	0.09 %	0.07
STEP ZONE	STP	2	0.09 %	0.07
SUICIDAL PERSON	SP	2	0.09 %	0.07
VANDALISM	VAND	2	0.09 %	0.07
ASSIST	ASST	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BURG/RESD	BURGR	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
CARDIAC ARREST	CPR	1	0.04 %	0.03
CHOKING	CHK	1	0.04 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.04 %	0.03
DROWNING	DROWN	1	0.04 %	0.03
FOUND CHILD	CHILDF	1	0.04 %	0.03
LOST CHILD	CHILDL	1	0.04 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.04 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
PRISONER TRANS	PT	1	0.04 %	0.03
RECOVERED SIG 10	SVR	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-06-01 through 2024-06-30

LOCATION: ALL / ZONE: ALL / RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SEX OFFENSE	SO	1	0.04 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
TOTAL CALLS:		2,224	100.00%	74.13

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 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	3	6
HAZARDOUS CONDITIONS	2	14	79
VEHICLE FIRES	0	0	1
BOAT FIRES	0	1	0
OTHER FIRES NOT LISTED	1	6	17
VEHICLE CRASHES W/ENGINE RESPONSE	1	7	17
SERVICE CALLS	59	351	411
FIRE ALARMS	32	156	247
CANCELLED EN ROUTE	17	110	179
TOTALS	112	648	957

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	7	2	21	35	52	46
HOTEL/MOTEL	2	2	23	25	52	36
ASSEMBLY	0	0	0	0	1	2
MERCANTILE	2	3	28	13	37	13
RESTAURANT	2	0	8	5	24	11
BUSINESS	7	1	67	14	96	22
OTHER	2	0	68	0	200	44
CONSTRUCTION	0	0	0	0	35	8
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	2	4	32	21	42	22
TOTALS	24	12	247	113	539	204

PLANS EXAMINATION HOURS: 6 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

MAY 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	39	203	454
BLS CALLS	34	210	511
TOTALS	73	413	965



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 2024

<i>Timothy Meineke</i>	<i>6/10-20</i>	<i>Advanced THI DSC</i>
<i>Joanne Sweeney</i>	<i>6/17-20</i>	<i>Accreditation Conference Orlando</i>
<i>David Reeves</i>	<i>6/20</i>	<i>Taser Instructor Edgewater PD</i>



CITY COMMISSION AGENDA MEMORANDUM JULY 23, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Property & Casualty Insurance and Risk Management Services

SYNOPSIS:

The city put its property & casualty insurance out to bid on May 13, 2024. Three vendors submitted bids to the city for opening on June 17, 2024: Brown & Brown Insurance Co. with Preferred Governmental Insurance Trust, World Risk Management with Public Risk Management of Florida, and Acentria Public Risk (Foundation Risk Partners) with Florida Municipal Insurance Trust. The city was looking for one vendor to provide property, inland marine, crime, deadly weapon protection, public officials liability, employment practices liability, cyber liability, general liability, law enforcement liability, workers' compensation, automobile liability and physical damage, director and officer liability and epl, storage tank/pollution liability and flood insurance.

FISCAL IMPACT STATEMENT:

This will have no impact on the current fiscal year.

BACKGROUND:

The city has been with Preferred Governmental Insurance Trust (PGIT), Brown & Brown Insurance Co, since fiscal year 2017-2018. Prior to that year, the city was with Florida Municipal Trust (FMIT). The city has had great relationships with both of these insurance carriers. Public Risk Management of Florida is a new insurance provider to the city.

Staff believes these attributes to be important in the selection of an insurance carrier for the City of Daytona Beach Shores: 1. being a part of the local economy, 2. handling claims quickly and efficiently, 3. handling claims in-house, not through a third party, 4. employee training capabilities, and finally 5. price.

PGIT and FMIT are both local businesses, doing business not only in Volusia County but in neighboring cities. They both handle claims in-house and offer many employee training capabilities. PGIT, as current insurer, has excelled at customer service and handling claims, limiting the city's time with risk management activities. That's not to say FMIT wouldn't do the same, I'm sure they would.

Preferred Governmental Insurance Trust has bid a price of \$456,409 which includes property including equipment breakdown, inland marine, crime/employee dishonesty, general liability, deadly weapon protection, law enforcement liability, public officials/employment practices liability, cyber liability, automobile liability and damage, and workers' compensation. Florida Municipal Insurance Trust has bid a price of \$497,569 for the same coverage which also includes a one-time service fee of \$15,000. PGIT is also "willing to offer a 2-year rate guarantee on all package lines excluding property for the City of Daytona Beach Shores. Workers Compensation rates fluctuate annually based on approved rates issued and approved by NCCI and the State of Florida."

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends the city's property & casualty insurance and risk management services from RFP No. 23-24.05 be placed with Brown & Brown Insurance Services, Inc. through Preferred Governmental Insurance Trust.

SUGGESTED MOTION:

ATTACHMENT: None



**CITY COMMISSION AGENDA MEMORANDUM
JULY 23, 2024 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 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – June, 2024

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 7
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 1
 Approved by City Commission this Month: 0
 Approved by City Commission this Fiscal Year: 1
 Amendments Approved by Staff this Fiscal Year: 1

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Puckette Residence	129 Key Colony Court	6/3	Replace 10 windows and 2 entry doors	27,605.00	\$226.81
Gallenberger Residence	2 Oceans West Boulevard, Unit 1803	6/3	Replace tile in 3 bathrooms, including showers	\$18,000.00	\$172.20
Oceans Cloverleaf South	3 Oceans West Boulevard	6/3	Retile and resurface spa	\$13,178.00	\$146.20
Crabby Joe's	3701 South Atlantic Avenue	6/3	Connect equipment to existing plumbing	\$30,000.00	\$98.80
Shores Resort and Spa	2637 South Atlantic Avenue	6/5	Replace 20 ton rooftop A/C unit, metal duct	\$65,000.00	\$486.77
Epolito Residence	2605 Berkley Terrace	6/5	Change out 3 ton HVAC system	\$14,210.00	\$136.90
Coudriet Residence	2425 South Atlantic Avenue, Unit 907	6/5	Change out 3 ton HVAC system	\$12,745.00	\$123.70
Osterman Residence	4 Oceans West Boulevard, Unit 104B	6/5	Change out 3.5 ton HVAC system	\$11,728.00	\$117.10
Van Gordon Residence	2828 South Atlantic Avenue	6/7	Construct new single family residence, driveway	\$840,000.00	\$2,067.10
Bushnev Residence	3047 South Atlantic Avenue, Unit 1105	6/10	Replace impact windows and doors	\$30,850.00	\$243.96
Club Sea Oats	2539 South Atlantic Avenue	6/10	Remove water damaged drywall	\$25,000.00	\$209.87

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Caribbean Condo	2425 South Atlantic Avenue	6/11	Demo (2) RTU's, install (6) split systems and duct	\$503,750.00	\$3,591.53
Labrecque Residence	3807 South Atlantic Avenue, Unit 102	6/11	Replace 2 sliding glass doors	\$11,585.00	\$129.10
VanGordon Residence	2828 South Atlantic Avenue	6/11	Plumbing for new residential house	\$33,400.00	\$84.38
Hobza Residence	3333 South Atlantic Avenue, Unit 1006	6/11	Replace 3 windows and 5 doors	\$25,565.00	\$215.42
Gallenberger Residence	2 Oceans West Boulevard, Unit 1803	6/11	Replace kitchen cabinets	\$38,033.00	\$289.22
Treasure Island	2025 South Atlantic Avenue	6/11	Reconstruct seawall	\$120,000.00	\$17.48
Rodriguez Residence	2937 South Atlantic Avenue, Unit 404	6/13	Replace impact door	\$19,800.00	\$182.96
Briggs Residence	3737 South Atlantic Avenue, Unit 802	6/13	Repair insulation, drywall, and firewall	\$10,000.00	\$112.00
Towers Ten Condo	3425 South Atlantic Avenue	6/14	Repair north driveway, repair and replace curbs	\$14,000.00	\$146.20
Towers Ten Condo	3425 South Atlantic Avenue	6/14	Install new fencing, gates, and railings	\$50,200.00	\$357.53
Jankauskas Residence	3018 South Peninsula Drive	6/14	Install roof mounted solar PV system	\$26,400.00	\$221.06
El Caribe	2125 South Atlantic Avenue	6/14	Install 553 linear feet of vinyl panels for seawall	\$765,695.00	\$69.49
Perry's Ocean Edge Resort	2209 South Atlantic Avenue	6/14	Install 781 linear feet of vinyl panels for seawall	\$1,133,010.00	\$90.18
Oceans Atrium	3023 South Atlantic Avenue	6/17	Replace cabinets and counter tops in Social Room kitchen	\$20,750.00	\$188.34
Fantasy Island II	3175 South Atlantic Avenue	6/17	Commercial new TPO flat roof	\$10,000.00	\$112.00
Dolphin Beach Club	3355 South Atlantic Avenue	6/17	Commercial new TPO flat roof	\$10,000.00	\$112.00
Family Spot	3218 South Atlantic Avenue	6/19	Change out (2) 5 ton HVAC systems	\$19,810.00	\$169.90
Lee Residence	3647 South Atlantic Avenue, Unit 4A	6/19	Replace kitchen and bath cabinets, tops, tile bath walls	\$16,500.00	\$166.82
Oceans Eight Condo	2937 South Atlantic Avenue	6/20	Minor stucco crack repairs on seawall and stairs	\$40,370.00	\$300.69
Daytona Ocean Retail LLC	2518 South Atlantic Avenue	6/20	Install hot and cold piping to washing machines	\$12,000.00	\$47.50
Haslee Residence	3703 South Atlantic Avenue, Unit 905	6/20	Change out 3 ton split system	\$11,170.00	\$117.10
Greenawalt Residence	2555 South Atlantic Avenue, Unit 705	6/20	Remodel 3 bathrooms	\$79,957.00	\$522.74
My Nails Salon	3300 South Atlantic Avenue	6/21	Complete flat re-roof	\$15,800.00	\$161.50
Club Sea Oats	2539 South Atlantic Avenue	6/21	Remove and replace 85 windows and 28 doors	\$114,359.00	\$696.29
Atlantic Terrace Condo	3629 South Atlantic Avenue	6/24	New spa and handicap lift	\$67,000.00	\$824.80

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Moore Residence	2055 South Atlantic Avenue, Unit 1008	6/26	Install 2 electric and 1 manual roll down shutters	\$11,000.00	\$120.55
Oceans Six Condo	2967 South Atlantic Avenue	6/26	Replace beams under 2 cooling towers	\$28,984.00	\$232.16
Van Wingerden Residence	2709 South Atlantic Avenue	6/26	New inground pool and spa with paver deck	\$160,000.00	\$876.38
Van Wingerden Residence	2709 South Atlantic Avenue	6/26	Plumbing for new pool and spa	\$12,000.00	\$47.50
CVS Pharmacy	3422 South Atlantic Avenue	6/26	Replace 2 package roof top units	\$18,284.00	\$163.30
Wildman Residence	3831 South Atlantic Avenue, Unit 301	6/26	New countertops, remove partition, tile shower	\$35,500.00	\$277.98
Hall Residence	2947 South Atlantic Avenue, Unit 905	6/27	Remodel kitchen and bathroom	\$89,976.00	\$579.64
Pepper Residence	3333 South Atlantic Avenue, Unit 905	6/28	Remodel master and guest showers	\$10,565.00	\$120.55
Howard Residence	2545 South Atlantic Avenue, Unit 1903	6/28	Remodel kitchen and bathroom, add closet	\$26,500.00	\$221.09
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$4,665,679.00	\$15,664.04

Building Division Revenue by Permit Category:

PERMIT TYPE	JUNE 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	JUNE 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
BUILDING	\$13,233.07	\$176,388.11	\$20,833.66	\$213,640.98
ROOF	\$913.94	\$25,392.40	\$1,951.67	\$33,917.13
DEMOLITION	\$0.00	\$340.00	\$0.00	\$545.00
ELECTRICAL	\$1,500.75	\$23,048.79	\$1,419.25	\$20,603.48
MECHANICAL	\$7,664.57	\$39,691.62	\$4,315.89	\$25,369.36
PLUMBING	1,811.88	\$40,544.51	\$1,887.70	\$24,451.04
SIGN	\$80.25	\$2,864.26	\$460.75	\$3,204.43
POLITICAL SIGN BONDS	\$220.00	\$660.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$150.75	\$2,404.37	\$163.75	\$2,067.03
DEVELOPMENT FEES	\$220.00	\$13,629.44	\$525.00	\$6,281.52
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$25,795.21	\$324,963.50	\$31,557.67	\$330,079.97

Building Division Activities:

ACTIVITY	JUNE 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	JUNE 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
INSPECTIONS	{16} + [297] = 313	2869	277	2466
FINAL CERTIFICATES OF OCCUPANCY ISSUED	2	3	0	2
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
FINAL INSPECTIONS	{12} + [204] = 216	1902	174	1309
FAILED INSPECTIONS	{0} + [42] = 42	365	11	123

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

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

Projects Begun Current Fiscal Year-to-Date – 2022 to Present: \$45,424,903.00

Projects Begun Last Fiscal Year – 2021 to 2022: \$88,785,455.00

Projects Begun Two Fiscal Years Ago – 2020 to 2021: \$64,300,811.00

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - JUNE 2024

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, clean window exteriors, paint, lubricate the locks, deliver water jugs and perform any other general maintenance needed with the city buildings and city owned properties. Tasks outside the expertise of the staff are contracted to third party specialists.

Additionally, this month:

- Community Center: Assess and fix leaking pipe in Commission chambers, fixed kitchen drain, helped replace fountains around tennis area, helped with edging and landscape areas
- Public Works: Worked on ice machine, replaced ceiling tiles
- Public Safety: Continued to assist with fire bay doors, repaired entry door hinges, repaired additional door, pulled out old dishwasher so sink can be used while awaiting replacement, replaced dishwasher, bathroom flusher repairs, worked on quotes for duct and fan work
- City Hall: Assisted with floor replacement by moving around files and furniture, worked on window installed in Finance Department wall, worked on ventilation on the third floor after new flooring installed

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician. The division was down one maintenance worker position and the electrician position as of the end of the month.

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:

- Removed sidewalk at 2422 SRA1A for replacement
- Continued to assist building maintenance with file and furniture moving related to flooring replacement City Hall
- Installed new fence at Sunset Park
- Repaired broken merry go round at McElroy park
- Removed a dead tree behind tennis courts
- Replaced the pump on the pressure washer
- Replaced water fountains around tennis courts
- Placed street cones and barricades for truck event
- Assisted installing new ventilation on the 3rd floor City Hall
- Assisted removing broken light pole near 3059 SRA1A
- Grinded high sidewalk concrete areas on Bellemead Drive
- Patched some sidewalk concrete around 2115 SRA1A

- Patched pothole on Dundee Avenue

Electrician:

- Electrical Locates:
- Continued turning off or changing out turtle lighting
- No other information is available due to electrician resigning from the city

SEWER DIVISION:

This division is back up to four positions.

Normal monthly duties:

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

Additionally, this month:

- Sewer locates – 62
- Electrical locates - 30
- Sewer credit meter read - 0
- Cleared back up at 2200 SRA1A and the pavilion bathrooms
- Fixed clean out at 3226 Riverview Ln
- Checked all grease traps in the city
- Did quarterly cooling tower readings
- Removed broken light pole from 3059 SRA1A



CITY COMMISSION AGENDA MEMORANDUM JULY 23, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of Master Lift Station Odor Control Replacement Independent Contractor's Agreement: McMahan Construction Co., Inc.

SYNOPSIS:

The City posted an invitation to bid for the replacement of Daytona Beach Shores Sanitary Sewer Master Lift Station (117 Seaway Avenue) Odor Control System. The existing Master Lift Station Odor Control System is over 27 years old and has seen the end of its useful life. Odor control systems play a critical role in managing malodors associated with the operation of sanitary sewer systems to the benefit of the community. The City received proposals from two contractors. McMahan Construction Co., Inc. provided the lowest total overall bid at \$568,000. The second proposal received was from Sawcross, Inc., which came in at \$898,000. Staff has verified the McMahan's listed references to confirm experience and expertise for the job. On August 15, 2024, the staff selection committee unanimously recommended approval of the McMahan proposal.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Master Lift Station Odor Control Independent Contractor's Agreement with McMahan Construction Co., Inc.

SUGGESTED MOTION:

Approval of Master Lift Station Odor Independent Contractor's Control Agreement with McMahan Construction Co., Inc.

ATTACHMENT: 1. Signed Agreement - Daytona Beach Shores Odor Control Contract
071624

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND MCMAHAN CONSTRUCTION CO., INC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 2024, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and MCMAHAN CONSTRUCTION CO, INC., a Florida corporation (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

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

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid in a manner which satisfies the CITY's Procurement Policy. The CITY's bid documents and CONTRACTOR's submittal is made a part hereof by reference; and

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

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid, quotation, or proposal documents in connection with this project; and

WHEREAS, Contractor agrees to provide services as described herein for Odor Control Replacement at the Master Pump located at 117 Seaway Avenue, Daytona Beach Shores, Florida 32118.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Bid Documents and the proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Commencement and completion/Term.** Immediately upon execution of this agreement, CONTRACTOR shall make best effort to obtain equipment, materials, supplies and labor to complete the scope of work. Upon request from the CITY, CONTRACTOR shall immediately provide the status update of the ordering and delivery of any equipment, materials, supplies and labor needed to complete the scope of work. Commencement date of vertical construction shall be upon CONTRACTOR's receipt of notice of commencement from the CITY and completion within 210 days thereafter.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other

deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance, final payment, and performance guarantee.** Upon receipt of written notice that the work is ready for final inspection and acceptance, the CITY will promptly make such inspection. When it finds the work acceptable under this Agreement and the contract fully performed, it will promptly issue a final certificate stating that the work provided for in this Agreement has been completed, and acceptance by the CITY under the terms and the conditions thereof, is recommended and the entire balance, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of the final certificate. Before issuance of final certificate, CONTRACTOR must submit an affidavit satisfactory to the CITY that all payrolls, subcontractors, materialmen, and other similar bills and indebtedness connected with the work have been paid. CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY will make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is: Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores.

- ii. CONTRACTOR's Project Manager is: John Justus, Jr., Executive Vice President, or his designee

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
- b. To CONTRACTOR: McMahan Construction Co. Inc., Attention: John Justus, Jr., Executive Vice President, P.O. Box 223, Deland, FL 32721-0223

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.

- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
 - c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on

CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **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.

- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **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.

12. **Special Provisions.**

- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

McMahan Construction Co, Inc.
Odor Control Replacement
Signature Page

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

MCMAHAN CONSTRUCTION CO, INC.



SIGNATURE

Print Name: John Justus, Jr.

Title: Executive Vice President

Approved for form and content by:

Vose Law Firm, City Attorney



CITY COMMISSION AGENDA MEMORANDUM JULY 23, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Resolution 2024-07: Adoption of the Daytona Beach Shores Wastewater Facility Plan

SYNOPSIS:

The current City of Daytona Beach Shores wastewater system was first installed in the late 1960s. Consequently, several key components of the system are in need of replacement and/or rehabilitation. The state of Florida, through the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), provides loans to local governments to finance the construction of wastewater facilities. However, formal authorization by City Commission to adopt a wastewater facility plan is necessary to participate in the SRF. The City Commission recently approved Resolution 2024-06, authorizing the City to apply for a loan from the SRF to finance several improvements to the wastewater system. **This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.**

The facility plan drafted by the City's engineering consultant Mead & Hunt, Inc. outlines the necessary rehabilitation and/or replacement of all sewage lift stations and a portion of the city's sewer force main system to comply with State of Florida funding requirements and improve resiliency as noted below.

1. **FORCE MAIN:** The existing sewer force main between Lift Station 06 and the Master Pump Station is proposed to be replaced. The current force main system is outdated and poses a significant risk of environmental hazards due to potential breaks along the barrier island, jeopardizing both the ecosystem and public health.
2. **LIFT STATIONS:** Improvements are proposed to all the 12 City-owned lift stations. The outdated wet well/dry well lift stations will be retrofitted to submersible designs and electrical/control systems are proposed to be upgraded/replaced to avoid potential for flood or wind damage. New emergency power generators will be installed to prevent the interruption of collection system operations in the event of a flood or natural disaster.

If Resolution 2024-07 is approved, the facility plan will be added to the loan application package for review by the (FDEP for review. The FDEP approval deadline is August 12, 2024. Moreover, if approved, the City will be in a position to maintain existing operations, improve emergency operations, and ensure compliance with all applicable regulations.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Adoption of Resolution 2024-07 as presented.

SUGGESTED MOTION:

A City Commissioner may move as follows:

"I move to approve Resolution 2024-07 as presented."

- ATTACHMENT:**
1. Res- 2024-07-Resolution Adopting Facility Plan
 2. DBS Clean Water SRF Facility Planning Report Final 2024-06-28_ReducedFileSize

RESOLUTION: 2024-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF WASTEWATER IMPROVEMENTS, EFFECTIVE THIS DATE

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and Florida Administrative Code requires the formal authorization by City Commission to formally adopt a facility plan outlining necessary rehabilitation and replacement of all sewage lift stations to comply with State of Florida funding requirements;

WHEREAS, formal adoption of the proposed Facility Plan is required for the City of Daytona Beach Shores to participate in the State Revolving Loan Fund Program;

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purpose of rehabilitation and replacement of all sewage lift stations;

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Daytona Beach Shores, Florida formally approves and adopts the City of Daytona Beach Shores Facility Plan as written and presented to the City Commission on this date;

SECTION 1. FINDINGS

1. The foregoing findings are incorporated herein by reference and made a part hereof.
2. The City of Daytona Beach Shores Florida, is authorized to approve the proposed Facility Plan.
3. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.
4. The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the wastewater facility improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Facility Plan.
5. The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.

SECTION 2. CONFLICTS. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3. VALIDITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its approval and adoption by the City Commission.

I / We certify that the foregoing is an accurate copy of the resolution adopted by the **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, adopted, and executed on this _____ day of _____, 2024.

City of Daytona Beach Shores Wastewater System

Clean Water State Revolving Fund Facility Plan

June 2024



DAYTONA BEACH SHORES
— LIFE IS BETTER HERE —

TABLE OF CONTENTS

1	EXECUTIVE SUMMARY	6
1.1	Introduction	6
1.2	Lift station improvement alternatives	9
1.3	Force main improvement alternatives	11
2	INTRODUCTION	14
2.1	Background	14
2.2	Project Description	14
2.3	Goals and Objectives	14
2.4	Justification and Need	16
2.5	Population Growth	16
3	DESCRIPTION OF PLANNING AREA	17
3.1	Planning area	17
3.2	Climate	17
3.3	Topography	18
3.4	Soils	21
3.5	Surface, wetlands and Aquifer	24
3.6	Environmentally Sensitive Areas	24
3.7	Flora	24
3.8	Fauna	28
3.9	Endangered and Threatened Species	30
3.10	Floodplain	32
3.11	Archeological and Historic Sites	32
3.12	Air Quality	32
3.13	Organizational Context	33
3.14	Socio-economic Conditions	33
3.14.1	Population	33
3.14.2	Economy	33
4	EXISTING WASTEWATER COLLECTION AND TRANSMISSION SYSTEM	34
4.1	Overview	34
4.2	Lift Station 1	38
4.3	Lift Station 2	44
4.4	Lift Station 3	47
4.5	Lift Station 4	50
4.6	Lift Station 5	53
4.7	Lift Station 6	57

4.8	Lift Station 7	59
4.9	Lift Station 8	61
4.10	Lift Station 9	64
4.11	Lift Station 10	67
4.12	Lift Station 11	70
4.13	Master Pump Station	73
5	PROPOSED IMPROVEMENTS	75
5.1	Lift Station Improvements	75
5.1.1	Descriptions of Lift Station Improvement Alternatives	75
5.1.2	Cost Estimate of Lift Station Improvement Alternatives	75
5.1.3	Comparison of Lift Station Improvement Alternatives	87
5.1.3.1	Non-Monetary Criteria	87
5.1.3.2	Weighting of Criteria	88
5.1.3.3	Comparison of Lift Station Improvement Alternatives	88
5.1.3.3.1	Monetary Comparison	88
5.1.3.3.2	Non-Monetary Comparison	89
5.2	Force Main Improvements	90
5.2.1	Descriptions of Force Main Improvement Alternatives	90
5.2.2	Cost Estimate of Force Main Improvement Alternatives	97
5.2.3	Comparison of Force Main Improvement Alternatives	100
5.2.3.1	Non-Monetary Criteria	100
5.2.3.2	Weighting of Criteria	100
5.2.3.3	Comparison of Force Main Improvement Alternatives	101
5.2.3.3.1	Monetary Comparison	101
5.2.3.3.2	Non-Monetary Comparison	101
5.2.3.3.3	Summary of Comparison of Force Main Improvement Alternatives	104
6	OTHER STATE RESOLVING FUND REQUIREMENTS	106
6.1	Public Hearing / Dedicated Revenue Hearing	106
6.1.1	Resolution Approving Facility Plan and Capital Financing Plan	106
6.2	Fiscal Sustainability / Asset Management Planning	106
6.3	Regulatory Agency Review	106
6.3.1	Florida Department of Environmental Protection	106
6.4	Implementation	107
6.5	Schedule for Implementation	107
7	Appendices	108

TABLE OF FIGURES

Figure 1-1 Wastewater System Overview.....	8
Figure 1-2 Three Force Main Improvement Alternatives Evaluated	13
Figure 2-1 Location Map	15
Figure 3-1 USGS 7.5-minute Quadrangles	19
Figure 3-2 Topography.....	20
Figure 3-3 Soils	23
Figure 4-1 Schematic of DBS Wastewater System	35
Figure 4-2 Lift Station 1 Plan View.....	39
Figure 4-3 Lift Station 1 Section View.....	40
Figure 4-4 Lift Station 1 Dry Well and Pumps.....	41
Figure 4-5 Lift Station 1 Dry Well Access Ladder	42
Figure 4-6 Lift Station 1 Pump Lifting Chain	43
Figure 4-7 Lift Station 2 Section View.....	45
Figure 4-8 Lift Station 2 Dry Well and Pumps.....	46
Figure 4-9 Lift Station 3 Section View.....	48
Figure 4-10 Lift Station 3 Dry Well and Pumps.....	49
Figure 4-11 Lift Station 4 Building with Narrow Entrance	51
Figure 4-12 Lift Station 4 Pumps and Motors	52
Figure 4-13 Lift Station 5 Site Plan	54
Figure 4-14 Lift Station 5 Section Views	55
Figure 4-15 Lift Station 5 Unlined Wet Well.....	56
Figure 4-16 Lift Station 6 Section View.....	58
Figure 4-17 Lift Station 6 Pumps	59
Figure 4-18 Lift Station 7 Photos	60
Figure 4-19 Lift Station 8 Plan and Section View	62
Figure 4-20 Lift Station 8 Photos	63
Figure 4-21 Lift Station 9 Plan and Section Views.....	65
Figure 4-22 Lift Station 9 Photos	66
Figure 4-23 Lift Station 10 Plan and Section Views.....	68
Figure 4-24 Lift Station 10 Photos	69
Figure 4-25 Lift Station 11 Plan and Section Views.....	71
Figure 4-26 Lift Station 11 Photos	72
Figure 4-27 Lift Station 11 Plan and Section Views.....	74
Figure 5-1 City of Port Orange Standard Construction Detail for Submersible Lift Station Layout	80
Figure 5-2 City of Port Orange Standard Construction Detail for Submersible Lift Station Layout – Wet Well	81
Figure 5-3 Existing Main Force Mains	92
Figure 5-4 Force Main Improvement Alternative 1	93
Figure 5-5 Force Main Improvement Alternative 2	94
Figure 5-6 Force Main Improvement Alternative 3	95

LIST OF TABLES

Table 1-1 Lift Station Improvement Alternatives	11
Table 1-2 Force Main Improvement Alternatives	12
Table 2-1 Population Information	16
Table 3-1 Average Monthly Temperatures and Rainfall	17
Table 3-2 Archeological and Historical Sites	32
Table 4-1 Existing Lift Station Information	36
Table 4-2 Existing Lift Station Information	37

Table 5-1 Summary of Lift Station Improvement Alternatives	77
Table 5-2 Summary of Alternative 2 Lift Station Improvements Construction Cost Estimates.....	82
Table 5-3 Summary of Alternative 3 Lift Station Improvements Construction Cost Estimates.....	84
Table 5-4 Comparison of Alternative 2 and Alternative 3 Lift Station Improvements Cost Estimates.....	86
Table 5-5 Factors and Weights Used to Compare Force Main Improvement Alternatives	88
Table 5-6 Rating of Alternatives Based on Monetary Factor.....	89
Table 5-7 Scores of Lift Station Improvement Alternatives Based on Non-Monetary Factor	89
Table 5-8 Weighted Scores of Criteria for Lift Station Improvement Alternatives	89
Table 5-9 Summary of Force Mains - Alternative 1	96
Table 5-10 Summary of Force Mains - Alternative 2	96
Table 5-11 Summary of Force Mains - Alternative 3	96
Table 5-12 Conceptual Construction Cost Estimate for Force Main Alternative 1	97
Table 5-13 Conceptual Construction Cost Estimate for Force Main Alternative 2	98
Table 5-14 Conceptual Construction Cost Estimate for Force Main Alternative 3	99
Table 5-15 Factors and Weights Used to Compare Force Main Improvement Alternatives	101
Table 5-16 Rating of Alternatives Based on Monetary Factor.....	101
Table 5-17 Evaluation of Non-Monetary Criteria for Force Main Improvement Alternative 1	102
Table 5-18 Evaluation of Non-Monetary Criteria for Force Main Improvement Alternative 2.....	103
Table 5-19 Evaluation of Non-Monetary Criteria for Force Main Improvement Alternative 3.....	104
Table 5-20 Summary of Scores of Force Main Improvement Alternatives Based on Non-Monetary Factor	105
Table 5-21 Weighted Scores of Criteria for Force Main Improvement Alternatives	105

1 EXECUTIVE SUMMARY

1.1 INTRODUCTION

The City of Daytona Beach Shores (the City) is located on the barrier island of eastern Volusia County. The city limits are comprised of approximately 536 acres or 0.84 square miles. As shown in **Figure 1-1**, the city limits are contained inside **three Census Tracts 826.04, 826.05 and 826.07**.

The utility service area is approximately the same size as the city boundary, 0.89 square miles, and includes some service connections to parcels outside the city limits. The utility service area is primarily residential and incorporated with a population of approximately 5,459 persons as of 2023. Based on a survey of the connected parcels, the majority of the service area population is connected to the City's wastewater utility. Population projections by the University of Florida Bureau of Economic and Business Research (UF BEBR) data estimate an increase of approximately 866 people (+/- 16% increase) living in the City's service area by 2045.

Although the City regulations require all new developments to connect to the City's sewer system, the current available space for additional new residential development is extremely limited. A further parcel-level assessment of the service area suggests that it is nearing capacity for new residential development. However, proposed redevelopment activities throughout the service area may increase the population served without expanding the system to additional parcels. Therefore, the 2045 projected wastewater flows are expected to gradually increase from current flows over this planning period as redevelopment progresses, even as population projections from University of Florida - Bureau of Economic and Business Research (BEBR) estimate only a slight increase over this time.

The City does not operate a municipal wastewater treatment facility. As shown in **Figure 1-1**, the wastewater generated in the City is collected and transmitted by 12 City-owned lift stations. Among the 12 lift stations, one is the Master Pump Station (MPS), nine (Lift Stations 06, 05, 07, 10, 04, 11, 09, 03 and 02) pump to the MPS, and the remaining two (Lift Stations 01 and 08) pump to a City of Port Orange's 16-inch force main directly en route to the City of Port Oranges' R. Dwayne Huffman Reclaimed Water Plant (RDHRWP), located at 817 Oak Street (29.13729 degrees, -80.99454 degrees) in Port Orange, Florida. The MPS is located at 117 Seaway Avenue (29.15221 degrees, -80.97033 degrees) in Daytona Beach Shores, Florida. The MPS also pumps into the 16" Port Orange force main, which discharge into a manhole at the RDHRWP. As discussed in **Section 4**, all these 12 lift are experiencing various issues now and thus need significant improvements.

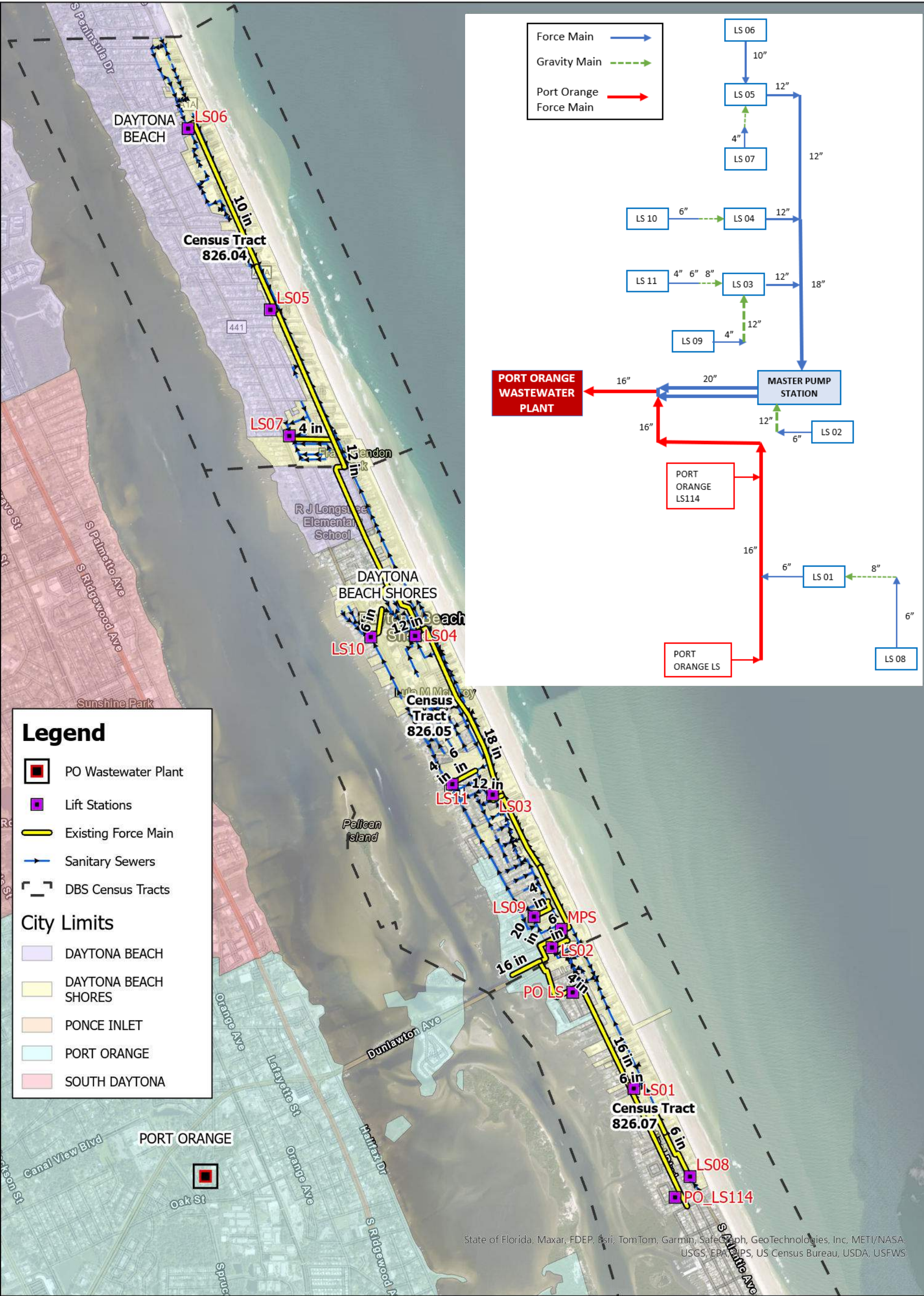
The hierarchy of the lift stations are illustrated by the schematic shown in **Figure 1-1**. The flows from Lift Stations 06, 05, 07, 04 and 03 are pumped into the MPS through a series of force mains of 10, 12 and 18 inches. The total length of the force mains between Lift Station 06 and the MPS is approximately 20,800 ft, or 3.94 miles. These force mains have surpassed their design service lives and need to be replaced.

In response to impacts experienced during Hurricanes Ian and Nicole, the City has accelerated design for the lift station improvement program. The suite of projects includes retrofit of all city owned lift stations to

submersible designs and upgrade/replacement of electrical and control systems to avoid potential for flood or wind damage.

With the assistance of Mead & Hunt, Inc., and the Florida Department of Environmental Protection (FDEP) through the Clean Water State Revolving Fund (CWSRF), the City aims at obtaining a 100% principal forgiven Supplemental Appropriation for Hurricane Fiona & Ian (SAHFI) loan to fund the improvements to the 12 lift stations. FDEP has included the City on the priority list for a SAHFI loan. The City is applying for other grants or loans to fund the force main replacements.

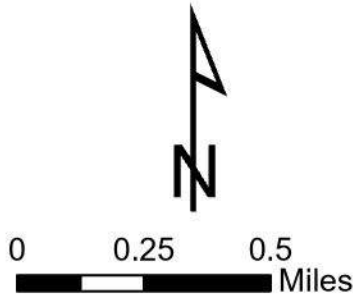
It is required by CWSRF program to have this facility plan (the Plan) reviewed, advertised for public comment, and adopted by the City of Daytona Beach Shores City Commission. The City understands that the adoption of this Plan by the City Commission in no way commits the City to constructing the projects included herein, nor does it commit the City to using SRF funding. It also does not commit the FDEP to offering a SAHFI loan or another SRF funding. The City may also seek and obtain grants or other funding to complete the projects included herein as an alternative to accepting a SAHFI loan.



WASTEWATER SYSTEM FACILITY PLANNING SYSTEM OVERVIEW

City of Daytona Beach Shores
Volusia County, FL

FIGURE 1-1



1.2 LIFT STATION IMPROVEMENT ALTERNATIVES

All 12 lift stations were inspected, and issues were identified as documented in **Section 4**. The lift stations can be classified into the following three types:

- Wet well/small deep dry well type – Lift Stations 01, 02, 03 and 06.
- Wet well/larger dry well type – Lift Station 04 and Master Lift Station.
- Submersible type – Lift Stations 05, 07, 08, 09, 10 and 11.

Three improvement alternatives for the 12 lift stations were evaluated in **Section 5**. They are:

- **Alternative 1** – No improvements.
- **Alternative 2** – Limited improvements, making necessary improvements to enhance reliability and operational monitoring; but no lift station type change and major structural improvements, all wet well/dry well type lift stations remain as they are.
- **Alternative 3** – Comprehensive improvements, addressing all the issues identified in the previous section; Lift Stations 01, 02, 03 and 06 will be converted to a submersible lift station; in addition, there will be major structural modifications at the MPS.

The alternatives were compared based on non-monetary and monetary factors. The non-monetary factors considered are:

- Compliance with the Supplemental Appropriation for Hurricane Fiona & Ian (SAHFI) funding requirements.
- Reliability and resiliency.
- Enhanced operation and maintenance.
- Each factor was scored with a weighting factor. **Table 1-1** summarize the alternative evaluations. **Alternative 3 scores the highest and is ranked as the preferred alternative. Alternative 3 satisfies the goals described within the SAHFI guidance for the following purposes:**
 - Reduce flood or fire damage risk and vulnerability at treatment works as defined in Section 212 of the Clean Water Act (CWA) or any eligible facilities under Section 1452 of the Safe Drinking Water Act (SDWA).
 - Enhance resiliency to rapid hydrologic change or natural disaster at treatment works as defined by Section 212 of the CWA or any eligible facilities under Section 1452 of the SDWA.

Specific project elements that meet the funding goals are listed below. **The proposed improvements will prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**

- a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities.

- i. *Project includes new emergency power generators, and/or backup diesel pumps, for the Master Pump Station (MPS) and three other lift stations and pumping to the MPS.*
- b. Replacement of damaged equipment with more energy efficient equipment.
 - i. *Project includes new variable frequency drives (VFD's) for the MPS and (3) sub-regional stations.*
- c. Physical "hardening" or waterproofing of pumps and electrical equipment at lift stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - *Installation of submersible pumps*
 - i. *Project includes retrofit of new dry pit submersible pumps for submergent rated operation at the MPS and sub regional LS04. Project includes retrofit of (4) dry pit stations to submersible stations at LS01,02,03 and 06.*
 - *Waterproofing electrical components (e.g., pump motors)*
 - i. *Project includes relocation and replacement of all control panels with 316 SS, NEMA 4X control panels for continuous, all-weather operation.*
 - *Waterproofing circuitry*
 - i. *All new 316 SS, NEMA 4X control panels for continuous, all-weather operation.*
 - *Dry floodproofing/sealing of structure to prevent floodwater penetration*
 - i. *This project will complete the conversion of all (12) city owned lift stations to submersible (or dry pit submersible) station design. This conversion will floodproof all collection system pumps and electrical control systems.*
 - *Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)*
 - i. *Existing MPS to be renovated to meet new codes including impact glass, metal roofing, and raised emergency power generators.*
- d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
 - i. *Project converts all City stations to submersible designs and hardens emergency power and control systems.*
- e. SCADA system projects to allow remote or multiple system operation locations or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system
 - i. *New SCADA systems installed for all 12 lift stations, installed in 316SS NEMA 4X panels and moved to safe locations.*

The improvements proposed will ensure safe and uninterrupted operations of the wastewater system; enhance resiliency to adverse weather conditions, climate change and sea level rise; and safeguard proper maintenance and continued compliance with regulations.

Table 1-1 Lift Station Improvement Alternatives

	Alternative 1	Alternative 2	Alternative 3
Description	No improvements	Limited Improvements	Comprehensive Improvements
Total Cost	\$0	\$6,704,691	\$14,550,000
Weighted Score (Full Score = 10)	0	6.2	7.8
Ranking	3 (Least Preferred)	2	1 (Most Preferred)

1.3 FORCE MAIN IMPROVEMENT ALTERNATIVES

As shown in **Figure 1-2**, three representative improvement alternatives for the force main between Lift Station 6 and the Master Pump Station and associated costs were also evaluated in **Section 5**. They are:

- **Alternative 1 – Alignment in easements.** This alignment will be in the City's easements along the west side of A1A. The force main will be relocated to the City's easements if it is not there currently. It will be replaced in place if it is already in the easements. The City already possesses 15-ft easements in 147 parcels. However, the City will need to acquire easements from 27 additional parcels within the city limits and from 13 parcels outside the city limits. The City currently does not have easements in those 40 parcels based on the information the City provided to Mead & Hunt. **Obtaining easements in 40 parcels may be time consuming and very challenging, which may render this alternative unviable.**
- **Alternative 2 – Mixed alignment.** The new force main will be located in the city's easements same as in Alternative 1 alignment from LS06 to Minerva Road; it then will go under the SR A1A most western travel lane between Minerva Road and Florida Shores Blvd. Then it will turn west to Florida Shores Blvd and then south to S Peninsular Drive, then east to Seaway Ave terminating at the MPS. The City will need to acquire easements from five parcels within the city limits. **In terms of easement acquisition or property access, the alternative is much more feasible than Alternative 1.**
- **Alternative 3 – Alignment in an A1A travel lane.** The new force main will be located in the most western southbound travel lane of SR A1A (the lane on east is ruled out due to workers' safety concerns during construction). This alignment will only be feasible when the force main improvements coincide with the SR A1A resurfacing by the Florida Department of Transportation (FDOT). **This alternative will require advance concurrence by FDOT that the City can install and maintain the force main in the travel lane. The construction duration, phasing and sequences will have to be closely coordinated with FDOT.**

The alternatives were compared based on non-monetary and monetary factors. The non-monetary factors considered are:

- Property Access
- Maintenance of Operation

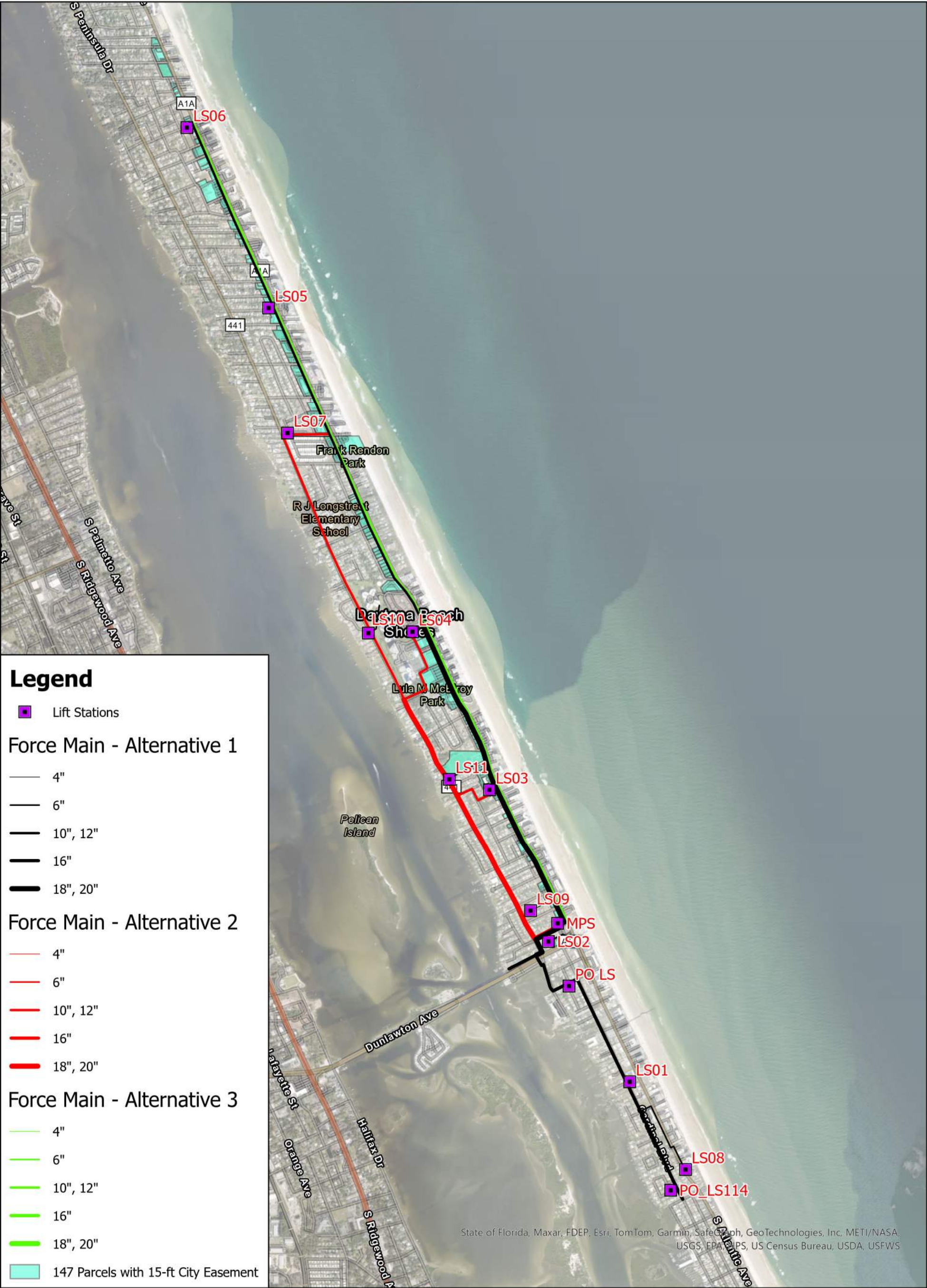
- Impact on Lift Stations
- Utility Conflicts
- Project Duration
- Public Impacts
- Permitting

Each factor was scored with a weighting factor. **Table 1-2** summarize the alternative evaluations.

Alternative 2 scores the highest and is the most preferred alternative. It should be noted that all the three alternatives are complex, requiring detailed topographic survey, utility verification, geotechnical evaluation and a thorough route study. The final force main alignment may be a refined Alternative 2 - partially in easements, partially in the most western A1A travel lane and partially in S Peninsular Dr and the Seaway Ave.

Table 1-2 Force Main Improvement Alternatives

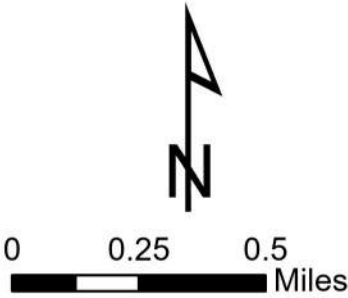
	Alternative 1	Alternative 2	Alternative 3
Description	Alignment in Easements	Mixed Alignments	Alignment in an A1A Travel Lane
Total Cost	\$7,513,299	\$8,780,119	\$6,088,323
Weighted Score (Full Score = 10)	6.6	8.3	7.5
Ranking	Least Preferred	Most Preferred	Preferred



WASTEWATER SYSTEM FACILITY PLANNING
FORCE MAIN ALTERNATIVES COMPARISONS

City of Daytona Beach Shores
Volusia County, FL

FIGURE 1-2



2 INTRODUCTION

2.1 BACKGROUND

The City of Daytona Beach Shores is located in eastern Volusia County, see **Figure 2-1**. The City owns and operates a utility service which provides wastewater services to residents and businesses within the City and adjoining incorporated areas and Daytona Beach areas. The City's wastewater system also provides services to a select area of unincorporated Volusia County. The City has a municipal boundary encompassing approximately 0.84 square miles and a utility service area encompassing approximately 0.89 square miles. The City has a residential population of approximately 5,359 persons (2023), based on the UF BEBR data. This roughly coincides with the population served in the utility service area. A utility service area map illustrating the City's municipal and utility service area boundaries is included as **Figure 1-1**.

2.2 PROJECT DESCRIPTION

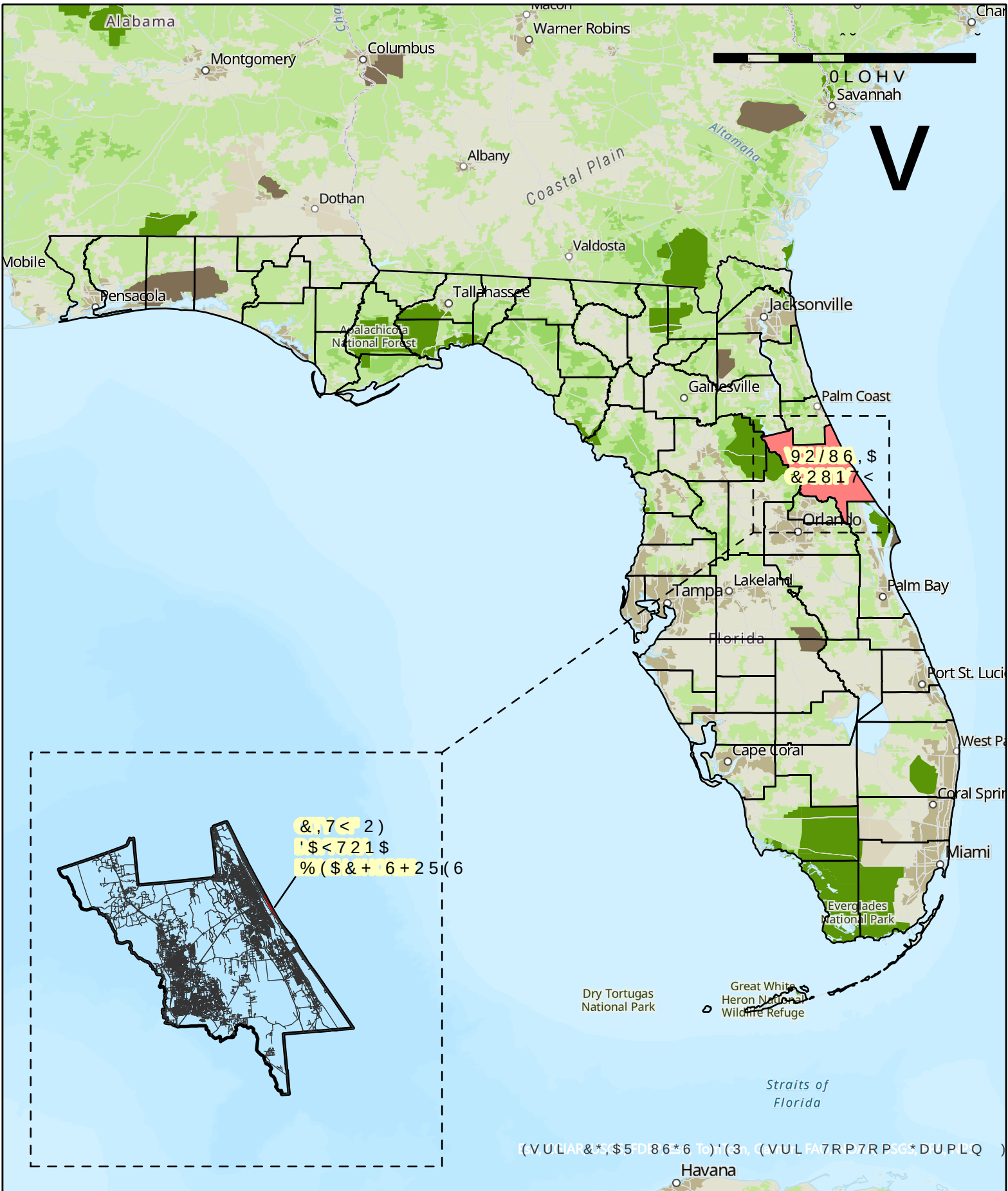
The proposed projects include evaluations, studies, and improvements to the 12 lift stations and the force mains along SR A1A. The projects should be implemented over the next few years to ensure safe and uninterrupted operations of the wastewater system; enhance resiliency to adverse weather conditions, climate change and sea level rise; and safeguard proper maintenance and continued compliance with regulations. The proposed improvements are discussed in **Section 5**.

2.3 GOALS AND OBJECTIVES

This document has been prepared in a manner that addresses the elements of the wastewater facilities plan review checklist. The facilities plan review checklist was developed by FDEP.

The City of Daytona Beach Shores has provided wastewater collection and transmission services for more than 45 years. During that period, the City has been proactively evaluating system needs and providing improvements in a timely manner. The goal of the projects described herein is to ensure continued reliable operation of the City's services.

The City understands the funding program requirements and will fully comply with the planning and design submittal guidelines. This document will describe system improvements that are needed now and within the next few years. It should be noted that the regulations recently enacted by the United States Environmental Protection Agency (USEPA) prompted issuance of an Administrative Order (AO) by the FDEP to construct improvements identified herein. This document will show that the proposed improvements are in the public interest, and they will have no negative environmental impacts. Terrestrial and aquatic communities will not be negatively affected. Endangered species will be unaffected. Archeological and historical sites will be unaffected by the proposed projects.



Mead
& Hunt

7KHVH GRFXPHQWV VKDOO QRW EH XVHG IRU DOI
SXUSRVH RU SURMHFW IRU ZKLFK LW LV QRW FOVHOVHG
0HDG +XQW VKDOO EH LQGHQWLHG E\ WKH FOVHOVHG
DQG KHOG KDUPOHVV IURP DOO FODLPV GDPDJHV
OLDELWLHV ORVVHV DQG H[SQVHV LQFODGLQJ
DWWRUQHIV IHHV DQG FRVWV DULVLQJ RXWGLQJ
PLVXVH RU UHXVH RI WKH GRFXPHQWV S\I RWKHU
XVH RU UHXVH E\ RZQHURU E\ RWKHU ZLOO EH DW
RZOHU V VROH ULVN DQG ZLWKRXW OLDELQW RU OHJD
H[SRVXUH WR 0HDG +XQW Q DSGGLWLRQ
XQDXWKRLJHG UHSURGFWLRQ E\ WKHVH GRFXPHQWV
LQ SDUW RU DV D ZKROH LV SURKLELWHG

&LW\ RI 'D\WRQD
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(65))DFLOLW\ 3ODQ

2.4 JUSTIFICATION AND NEED

The City of Daytona Beach Shores' wastewater improvement projects discussed within this document are needed for the reasons listed below:

- To maintain existing operations, improve emergency operations, and ensure compliance with all regulations, the following is proposed:
 - The existing sewer force mains between LS06 and the MPS are proposed to be replaced. The current force main system is outdated and poses a significant risk of environmental hazards due to potential breaks along the barrier island, jeopardizing both the ecosystem and public health.
 - Improvements are proposed to all the 12 City-owned lift stations. The outdated wet well/dry well lift stations will be retrofitted to submersible designs and electrical/control systems are proposed to be upgraded/replaced to avoid potential for flood or wind damage. New emergency power generators will be installed to prevent the interruption of collection system operations in the event of a flood or natural disaster.

2.5 POPULATION GROWTH

Table 2-1 depicts the historical and projected utility service area populations through 2045. The population and development information presented herein is based upon information derived from historical and projected U.S. census tract data for City of Daytona Beach Shores' service area, and UF BEBR City-level population estimates. The population projections by UF BEBR estimate a small increase of approximately 866 people (~16% increase) living in the City's service area by 2045.

Table 2-1 Population Information

Year	Population	Remark
2019	5,216	Historical
2020	5,279	
2021	5,353	
2022	5,406	
2023	5,459	
2025	5,566	Projected
2030	5,825	
2035	6,023	
2040	6,184	
2045	6,325	

3 DESCRIPTION OF PLANNING AREA

3.1 PLANNING AREA

These proposed improvements are for the replacement of the sewer force main between LS06 and the MPS, as well as the upgrades to the 12 City-owned lift stations. The project planning area includes the entire utility service area as shown in **Figure 1-1**.

3.2 CLIMATE

The climate in the Daytona Beach Shores service area is characterized as coastal sub-tropical. This classification includes the following features:

- Long, relatively humid summers and mild winters.
- Precipitation is unevenly distributed with about 61% of the annual total falling from June through October, resulting from convective afternoon and evening thunderstorms. The remaining 39% of the precipitation occurs during the winter and spring and is usually associated with cool frontal systems which result in light rains over a broad area over a long period of time.
- Average daily maximum summer temperatures range into the high 80+°F with temperatures sometimes exceeding 90°F.
- Summer average daily minimums are in the range of 76°F to 78°F. During the coolest winter months of December and January, average daily maximums are in the high 60°F/low 70°F range and average daily minimums in the 54°F to 59°F range.
- Prevailing winds are generally from the north and east. Wind speeds are usually between 5 and 10 miles per hour (mph) in the afternoon and 0 and 5 mph at night.

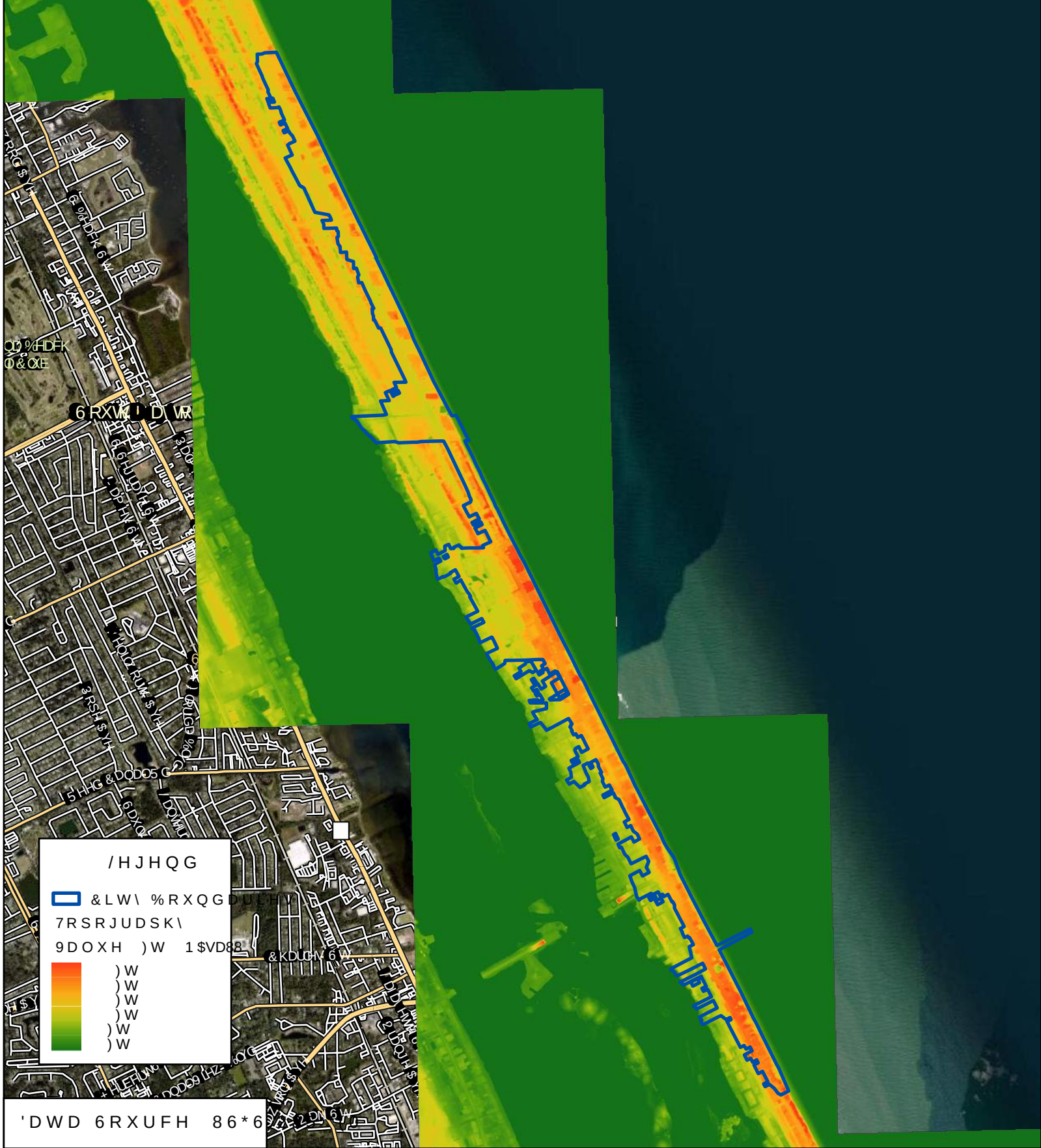
The average temperatures and precipitation for the service area over the past 10 years are summarized in **Table 3-1**.

Table 3-1 Average Monthly Temperatures and Rainfall

Month	Temperature – High (°F)	Temperature – Low (°F)	Rainfall (inches)
Jan	67	54	1.54
Feb	69	57	1.46
March	73	60	1.34
April	78	66	2.09
May	83	71	3.03
June	87	76	4.13
July	89	77	4.29
Aug	89	78	4.96
Sept	86	76	4.21
Oct	81	71	2.32
Nov	74	64	1.65
Dec	71	59	1.57
Annual Average	79	67	2.72

3.3 TOPOGRAPHY

Figure 3-1 presents the United States Geological Survey (USGS) 7.5-minute top map for the City of Daytona Beach Shores. The City and the service area occupy the barrier island that is bounded by the Halifax River on the west and the Atlantic Ocean coastline on the east. **Figure 3-2** shows the topography of the City. The surface elevations range between 5 and 25 ft North American Vertical Datum of 1988 (ft-NAVD88).



WASTEWATER SYSTEM FACILITY 3/\$11,1*

7232*5\$3+<
 &LW\ RI 'D\WRQD %HDFK 6KRUHV
 9ROXVLD &RXQW\)/

FIGURE 3-2

3.4 SOILS

As shown in **Figure 3-3**, the soils within the city limits are Palm-Beach-Urban Land-Paola Complex, 0-8 percent slopes. According to https://soilseries.sc.egov.usda.gov/OSD_Docs/P/PALM_BEACH.html, the Palm Beach series consists of very deep, well to excessively drained, very rapidly permeable soils on dune-like ridges that are generally parallel to the coast. They formed in thick deposits of sand and shell fragments. Near the type location, the mean annual temperature is about 72 degrees F., and the mean annual precipitation is about 60 inches. Slopes range from 0 to 17 percent. Their characteristics are:

TAXONOMIC CLASS: Hyperthermic, uncoated Typic Quartzipsamments.

TYPICAL PEDON: Palm Beach sand--forested. (Colors are for moist soil unless otherwise stated).

A--0 to 5 inches; dark grayish brown (10YR 4/2) sand, crushed; mixture of black (10YR 2/1) organic matter and light gray (10YR 7/1) sand grains; single grained; loose; few to many fine, medium, and coarse roots; many medium and coarse pores; about 5 percent, by volume, sand-size shell fragments; moderately alkaline; gradual wavy boundary. (2 to 8 inches thick).

C1--5 to 22 inches; grayish brown (10YR 5/2) sand, single grained; loose; few fine roots; many medium pores; about 15 percent, by volume, sand-size shell fragments; common dark gray (10YR 4/1) streaks along root channels; moderately alkaline; clear wavy boundary.

C2--22 to 65 inches; light gray (10YR 7/2) sand; single grained; loose; about 60 percent, by volume, multicolored shell fragments ranging from sand-size to about 1 cm in diameter; many medium and large pores; moderately alkaline.

TYPE LOCATION: Indian River County, Florida; approximately 0.5 mile northwest of Wabasso Beach, Block 6 of Sec. 23, R. 39 E., T. 31 S.

RANGE IN CHARACTERISTICS: Reaction is slightly alkaline or moderately alkaline throughout. All horizons effervesce weakly to strongly with dilute HCl. Stratified layers of sand and shells or shell fragments occur throughout the soil. This soil is dry for as long as 50 consecutive days in most years.

The A or Ap horizon has hue of 10YR, value 3 to 5, and chroma 2 or 3. Content of sand-size multicolored shell fragments range from about 5 to 35 percent, by volume. Texture is sand or fine sand.

The C horizons have hue of 10YR, value 5 to 7, and chroma of 1 to 3. The color of the horizon depends largely upon the color of the shells. Lenses of sand and multicolored shells and shell fragments or mixed sand and shells range from common to many. Content of shells and shell fragments from sand-size to about 1cm in diameter range from 15 to 80 percent, by volume. Weighted shell content of the control section is less than 40 percent. Texture is sand or fine sand.

COMPETING SERIES: These include the Archbold, Astatula, Candler, Neilhurst, St. Lucie, and Tavares series in the same family. All the competing series lack shells or shell fragments in the profile. In addition, the well-drained Archbold soils are on lower positions, Astatula soils are on similar positions but have higher

chroma, Candler soils are on similar positions but have lamellae within depths of 80 inches, Neilhurst soils formed in mine spoil and reclaimed areas, St. Lucie soils are on similar positions, and the moderately well drained Tavares soils are on adjacent lower positions.

GEOGRAPHIC SETTING: Palm Beach soils are on dune-like ridges generally parallel to the coast. They formed in regolith that is a marine deposit of thick beds of sand and shell fragments. The climate is humid semitropical. Slopes range from 0 to 17 percent. The average annual air temperature ranges from 72 to 73 degrees F., and the average annual precipitation ranges from 50 to 70 inches.

GEOGRAPHICALLY ASSOCIATED SOILS: These include the competing St. Lucie series and the Anclole, Basinger, Canaveral, Immokalee, Myakka, Paola, Pomello, and Welaka series. All the associated soils except Canaveral and Welaka soils lack shells within depths of 80 inches. The very poorly drained Anclole soils are in lower adjacent depressions and drainageways and have mollic epipedons. Basinger, Paola, and Welaka have some development of spodic horizons. In addition, Basinger soils are on adjacent lower positions and are poorly and very poorly drained, the excessively drained Paola soils are on similar positions, and the well-drained Welaka soils are on slightly lower positions. Canaveral and Pomello soils are on lower positions. In addition, Canaveral soils are moderately well to somewhat poorly drained and Pomello soils are somewhat poorly drained and have spodic horizons. The poorly and very poorly drained Immokalee and Myakka soils are on adjacent lower positions and have spodic horizons.

DRAINAGE AND PERMEABILITY: Well to excessively drained; very rapid permeability.

USE AND VEGETATION: Most areas are in native vegetation or is developed urban land. A few small areas are cleared and used for growing citrus. Native vegetation consists of cabbage palm, running oak, sawpalmetto, common seagrape, sea oats, bays, and oaks.

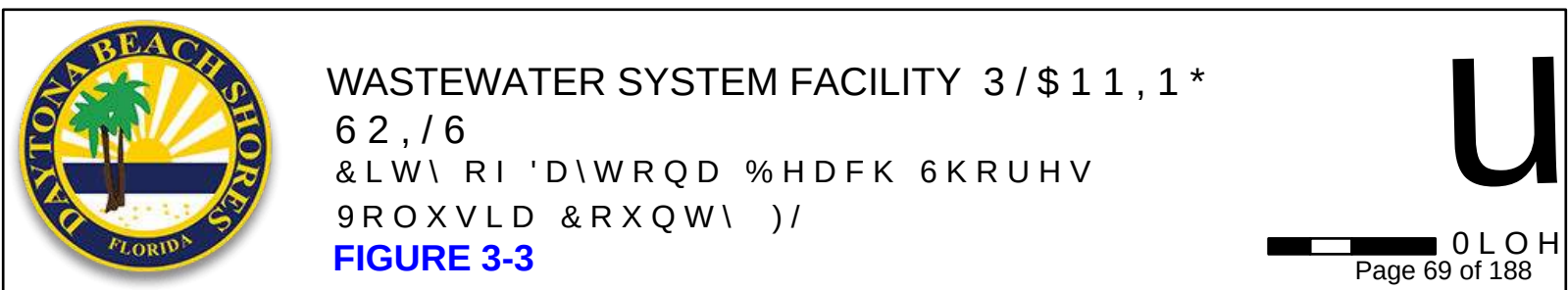
DISTRIBUTION AND EXTENT: Atlantic and Gulf Coastal Plain, principally in peninsular Florida. The series is of small extent.

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: Auburn, Alabama.

SERIES ESTABLISHED: Indian River Area, Florida, 1913.

REMARKS: Depth to seasonal water table is more than 120 inches.

Diagnostic horizons and features recognized in this pedon are: Ochric epipedon - the zone from 0 to 5 inches (A horizon).



3.5 SURFACE, WETLANDS AND AQUIFER

Within the city limits, there are no surface water features and wetlands. The aquifer belongs to an unconsolidated sand and gravel surficial aquifer system.

3.6 ENVIRONMENTALLY SENSITIVE AREAS

A strip of approximately 1,000- ft wide along the entire City's 5.2-mile Atlantic Ocean shoreline is designated as Wildlife Sensitive Conventional Lighting Area for sea turtles. The basic requirement of sea turtle friendly lighting is to avoid and minimize the negative effects on sea turtles. Florida Fish and Wildlife Conservation Commission (FWC) institute three golden rules, keep it low, keep it shielded, and keep it long. These rules are applicable for installing or modifying lights and protect the wildlife on marine areas.

- Keep it low - Lighting fixtures must be installed at the lowest mounted height and produce the lowest lumens to meet the basic needs.
- Keep it shielded - Lighting fixtures must be downward-directed and shielded from the beach.
- Keep it long - Lighting fixtures must produce only long wavelength (greater than 560nm) light.

3.7 FLORA

The GeoPI@ntnet <https://identify.plantnet.org> identifies the following 18 plant in the City of Daytona Beach Shores.



***Catharanthus roseus* (L.) G. Don**

Vinca

7 7 observations

Apocynaceae

GBIF



***Coccoloba uvifera* (L.) L.**

Seagrape

2,133 1,604 observations

Polygonaceae

GBIF



***Cyperus esculentus* L.**

Yellow nutsedge

783 584 observations

Cyperaceae

GBIF



***Eustachys petraea* (Sw.) Desv.**

Pinewoods fingergrass

2 2 observations

Poaceae

GBIF



***Helianthus debilis* Nutt.**

Beach sunflower

409 341 observations

Asteraceae

GBIF



***Ipomoea imperati* (Vahl) Griseb.**

Fiddle-leaf morning-glory

229 175 observations

Convolvulaceae

GBIF



***Ipomoea indica* (Burm.) Merr.**

Blue dawnflower

4,062 📷 3,236 observations

Convolvulaceae

GBIF 19



***Ipomoea pes-caprae* (L.) R. Br.**

Railroadvine

776 📷 601 observations

Convolvulaceae

GBIF 19



***Iva imbricata* Walter**

Seacoast marsh elder

13 📷 7 observations

Asteraceae

GBIF 19



***Kalanchoe delagoensis* Eckl. & Zeyh.**

Chandelier plant

894 📷 756 observations

Crassulaceae

GBIF 19



***Magnolia grandiflora* L.**

Southern magnolia

10,511 📷 8,335 observations

Magnoliaceae

GBIF 19



***Momordica charantia* L.**

Bitter melon

1,767 📷 1,315 observations

Cucurbitaceae

GBIF 19



***Physalis walteri* Nutt.**

Walter's groundcherry

12 📷 9 observations

Solanaceae



***Portulaca pilosa* L.**

Kiss me quick

657 📷 539 observations

Portulacaceae

GBIF 19



***Sesuvium portulacastrum* (L.) L.**

Shoreline sea-purslane

831 📷 644 observations

Aizoaceae

GBIF 19



***Stachytarpheta cayennensis* (Rich.) Vahl**

Cayenne snakeweed

386 📷 243 observations

Verbenaceae

GBIF 19



***Tradescantia pallida* (Rose) D.R. Hunt**

Purple queen

19 📷 14 observations

Commelinaceae

GBIF 19



***Vitex trifolia* L.**

Indian three-leaf vitex

561 📷 353 observations

Lamiaceae

3.8 FAUNA

Below is the Volusia County's coastal wildlife calendar copied from <https://www.volusia.org/services/growth-and-resource-management/environmental-management/sustainability-and-resilience/wildlife/coastal-wildlife-calendar.stml>:

January

Small shorebirds called Piping Plovers are visiting their wintering habitat in the south eastern United States and can be observed locally around Ponce Inlet from August through May. It is always important to observe migratory birds and other wildlife from a distance. If a bird takes flight or vocalizes loudly, you are too close!

February

Nesting season for Ospreys begins in February. These large birds of prey which are sometimes mistaken for Bald Eagles because of their brown and white feathers can often be seen at the beach putting on an exciting display while diving for fish along the shore. Often, you can observe them hovering over the water looking for a meal or flying away with their meal held between their strong talons or claws.

March

March is the last month of the season (December to March) that you can observe Right Whales off the coast between Georgia and Florida. These large whales are the most endangered baleen whale in the north Atlantic and come down from the north east to give birth to their young. If you see a Right Whale call, 1-888-97-WHALE to report your sighting! Shorebirds lay nests on the beach between March and September. Unlike some birds that nest high in trees, these birds lay their eggs right on the sand and are very vulnerable to foot traffic. Please abide by posted or closed bird nesting area signs. When adult birds feel threatened, they may abandon their nests or chicks.

April

Turtle Day is held at the Marine Science Center in Ponce Inlet each year. This special turtle event hosts educational booths, children's activities, and ends with a beach gathering to watch the release of sea turtles and birds which healed successfully at the rehabilitation clinic. Gopher Tortoises are mating April through June. These terrestrial turtles use the dune ecosystem to forage and dig their magnificent burrows. Please keep off the dunes to protect this unique habitat for all wildlife. Dunes also provide the first line of coastal protection during storms! Earth Day is April 22nd.

May

Sea Turtle nesting season is from May 1st to October 31st. During this time, females which hatched off of nearby beaches, as babies, are returning, more than 20 years later, as adults, to lay their own nests. If you see a sea turtle nesting on the beach, please do not disturb her. Observe all nesting activity from a distance of at least 50 feet away and speak quietly. Sea turtles can be scared back into the water by the presence of people or artificial lights, so make sure to keep your flashlight turned off! If a sea turtle washes ashore or appears to need help, contact Beach Patrol staff. Female Gopher Tortoise lay their eggs in May and June.

June

World Ocean's Day is June 8th! This year, try to plan an activity to help the ocean by organizing a neighborhood clean-up or by committing to reduce waste and increase recycling throughout the year. Manatee mating herds are often seen off beaches and in waterways as the waters warm up.

Sometimes these herds can be in very shallow water or even out of the water. Although these animals may appear distressed, this activity is natural. Keep a safe distance from all wildlife to minimize disturbance.

July

Sea Turtle hatchlings are emerging from their nests July through October. Let their first sight be moonlight! Artificial lights can discourage nesting adults and disorient hatchlings. If you are a beachfront property owner, properly shield, redirect or replace lights which can be seen from the beach and are not compliant with the Sea Turtle Lighting Ordinance.

August

Washback Season is August to November. During this time, watch out for young, post-hatchling sea turtles that have been washed back on to the beach with seaweed. If you find a washback sea turtle or any other wildlife in peril on the beach, contact Beach Patrol at 386-239-6414 x 0 and do not put them back into the water.

September

On the 3rd Saturday of September, the Ocean Conservancy hosts the International Coastal Clean-up each year. Help clean your favorite beach in Volusia County or on any coastline on earth during this event. Visit www.volusia.org/cleanup.org for locations and details.

October

Sea turtle nesting season officially ends October 31st. Sea turtle nests may be still incubating and hatching on the beach! Check out the “Turtle Journal” on this website under the “what’s hot” button to learn about the nesting season and other beach events that happened this year.

November

Visit the Marine Science Center during the Wings on the Wind event held in November to celebrate the fall migration of birds. This fun educational event hosts expert talks, educational booths, displays and kid’s activities. The event wraps up with a release of birds that have been successfully rehabilitated at the on-site bird hospital. White Pelicans begin arriving to Florida for the winter. These pelicans are much larger in size to our year-round residents, the Brown Pelicans.

December

Visit natural coastal parks to experience the wonders of migratory bird season. Being in a migratory bird flyway, Volusia County winters host a warm home for an amazing amount and diversity of bird species.

3.9 ENDANGERED AND THREATENED SPECIES

According to IPaC (Information for Planning and Consultation), a project planning tool which streamlines the U.S. Fish and Wildlife Service (USFWS) environmental review process, the following endangered and threatened species may inhabit within the city limits. Although there are no critical habitats within the city limits, it is still required to determine if construction activities may have effects on these species.

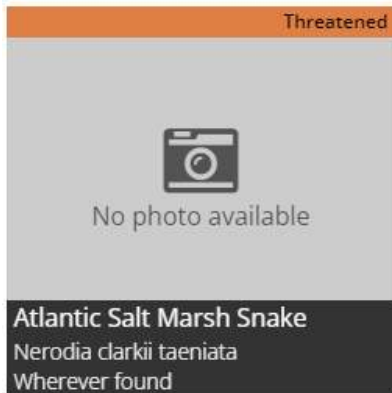
Mammals



Birds



Reptiles



Insects



3.10 FLOODPLAIN

As previously indicated, Daytona Beach Shores is located on the barrier island of Volusia County, a physiographic formation which is highly susceptible to tidal flooding and storm surge inundation. However, no 100-year floodplain areas exist within the City limits.

3.11 ARCHEOLOGICAL AND HISTORIC SITES

A Florida Master Site data search indicates no archeological or historical sites on within the property boundaries of the proposed projects. A search around the utility service area resulted in a total of 7 historical/archeological sites. The results are shown in **Table 3-2**. Construction of the proposed projects identified in this plan may impact the SR A1A historical site. Precautions will be taken during construction to limit the impact on the historical features.

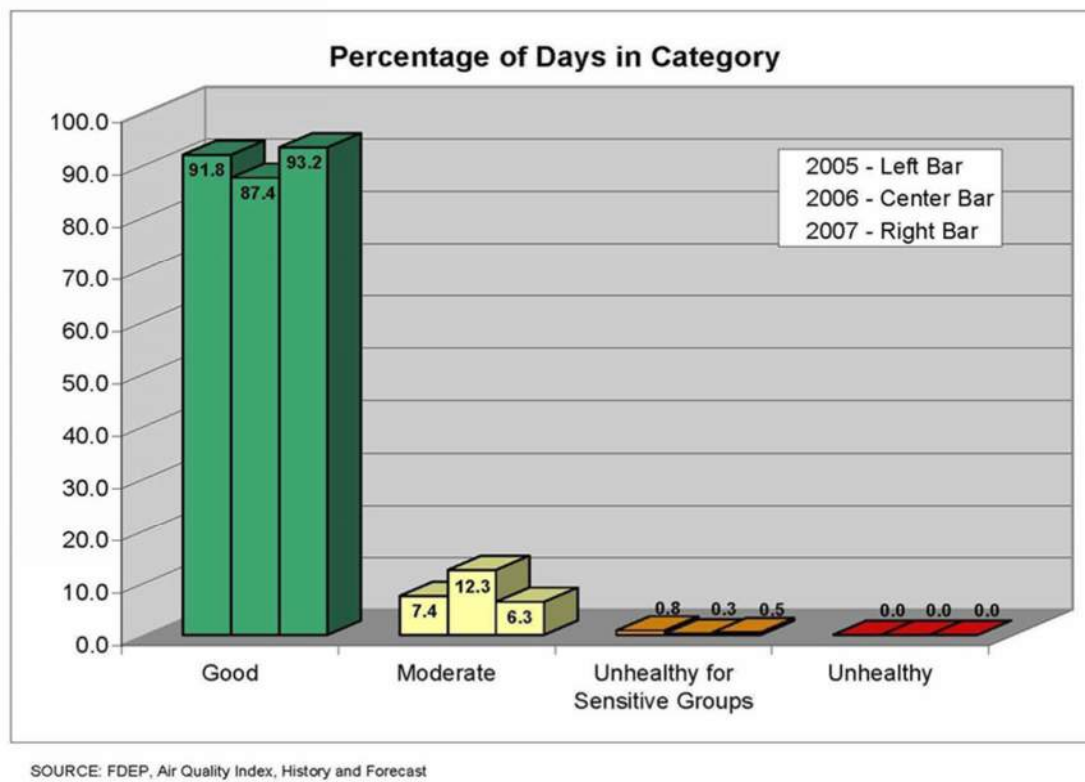
Table 3-2 Archeological and Historical Sites

Site Type	Site Name/Address
Structure	Holloway House 109 Demotte Ave.
Structure	Sage and Sand Motel 3509 S Atlantic Ave.
Structure	3161 South Atlantic Ave.
Structure	3205 South Atlantic Ave.
Structure	3209 South Atlantic Ave.
Location	Lake Helen to Daytona Rd.
Location	State Road A1A

3.12 AIR QUALITY

According to FDEP, Volusia County is classified as an area of attainment with respect to the National Ambient Air Quality Standards for all of the criteria air pollutants. The proposed improvements in this Facility Plan will not have any impact to permitted facilities, will not require any air permitting, and will not have any effect on the “attainment” status. The improvements will comply with the various FDEP air resource management regulations including Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-214, 62-242, 62-243, 62-252, 62-256, 62-257, 62-281, 62-296, and 62-297 of the Florida Administrative Code.

AQI Descriptor	Color Code	No. of Days			Percent		
		2005	2006	2007	2005	2006	2007
Good	Green	335	319	340	91.8	87.4	93.2
Moderate	Yellow	27	45	23	7.4	12.3	6.3
Unhealthy for Sensitive Groups	Orange	3	1	2	0.8	0.3	0.5
Unhealthy	Red	0	0	0	0.0	0.0	0.0
Very Unhealthy	Purple	0	0	0	0.0	0.0	0.0



3.13 ORGANIZATIONAL CONTEXT

The City operates under a Commission-Manager form of government with a 5-member Commission. Elected by the residents through non-partisan elections, a Mayor and four commissioners who represent the City at large. The City is governed by its Charter and by state and local laws and regulations. The commission is responsible for the establishment and adoption of City policy and appointing a City Manager and Clerk. The City Manager serves as the Chief Executive Officer and is responsible for the execution of City policy and oversight of the day-to-day operations of the City.

3.14 SOCIO-ECONOMIC CONDITIONS

3.14.1 Population

Table 2-1 depicts the historical and projected utility service area populations through 2045. The 2020 U.S. Census reported that the Daytona Beach Shores' population is 89% white, 2% black or African American, 5% Hispanic or Latino (of any race), and 2% Asian.

3.14.2 Economy

The U.S. Census Bureau reported that the median household income for residents within the city limits was \$65,334 from 2017-2022, and approximately 8.5% of the City's population is considered to be in poverty.

4 EXISTING WASTEWATER COLLECTION AND TRANSMISSION SYSTEM

4.1 OVERVIEW

The City of Daytona Beach Shores collects and transports the wastewater generated within the City's wastewater service area to the City of Port Orange R. Dwayne Huffman Reclaimed Water Plant (RDRWP) for treatment and disposal. The RDRWP is located at 817 Oak St, Port Orange, FL 32127; it has 12 million gallons per day (mgd) treatment capacity. Most of the existing wastewater service area for the City of Daytona Beach Shores consists of the incorporated limits of the City. The wastewater service area is bounded on the west by the Halifax River (intercoastal waterway), on the east by the Atlantic Ocean, on the north by the City of Daytona Beach and on the south by the city limits, as illustrated in **Figure 1-1**.

The land use within the City's wastewater service area consists of primarily single and multi-family residential, with commercial (i.e., hotels, strip shopping centers, etc.) along the U.S. Highway A1A corridor. The City's wastewater system is a conventional sewer system consisting of approximately:

- 450 manholes.
- 15.0 miles of gravity sewers ranging in diameter from 8 inches to 18 inches.
- 6.9 miles of force mains ranging in diameter from 4 inches to 20 inches.
- 12 lift stations.

Figure 4-1 shows the schematic of the City's wastewater system, depicting the connectivity among the lift stations and force mains. The lift station information is summarized in **Tables 4-1 and 4-2**, providing station type, pump make, motor horsepower, design flow, design total dynamic head (TDH), pump speed, level control device, control panel, emergency generator, emergency generator receptacle, wet well dimensions, valve vault, discharge valve, fence, building and odor control. Based on the City's operation staff's experience and Mead and Hunt's observations, all the stations seem to have sufficient flow capacities. Instead, most of the pumps may be oversized. The confirmation of the appropriate design flows and design heads is outside of this Plan. It will be performed in the next phase - preliminary design once the City decides to move forward with upgrading the lift stations. The lift stations are described below.

Figure 4-1 Schematic of DBS Wastewater System

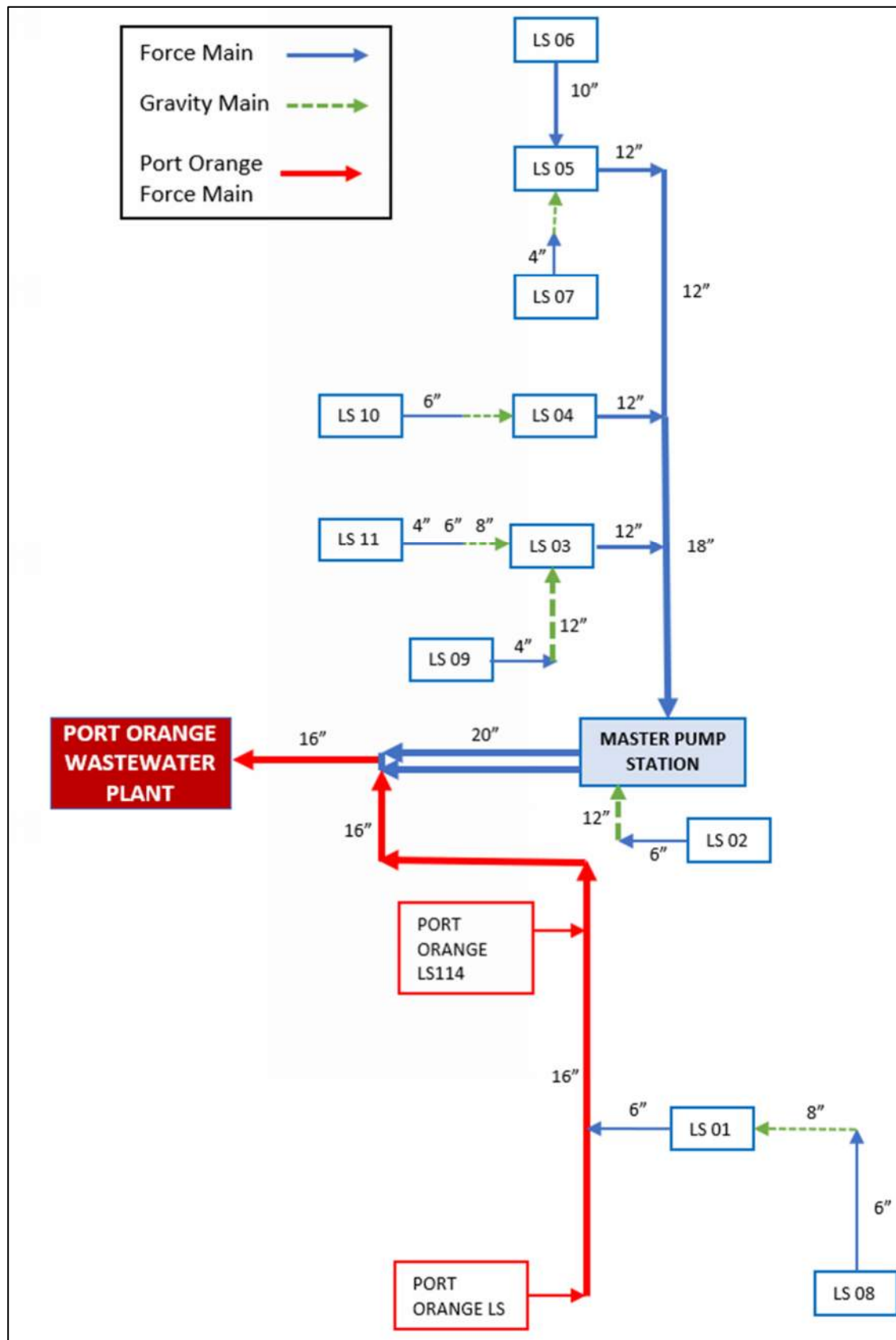


Table 4-1 Existing Lift Station Information

Lift Station	Station Type	Pump	Motor	Design Flow (GPM)	Design TDH (ft)	Speed (RPM)
LS01	Wet Well/Dry Well	Dual Fairbanks Morse Pumps	20 hp (Us Electric) (3 Phase/230V/50A)	500	80	1,765
LS02	Wet Well/Dry Well	Dual Fairbanks Morse Pumps	10 hp (Us Electric) (3 Phase/230V/29A)	200		875
LS03	Wet Well/Dry Well	Dual Crane Deming Pumps	40 hp (Ge Wound Rotor) (Phase/480V/50A)	1,720		1750
LS04	Wet Well/Dry Well	Dual Crane Deming Pumps	75 hp (Continental Electric Wound Rotor) (3 Phase/480V/96A)	1,150	103	1,150
LS05	Submersible	Dual Flygt Pumps	110 hp (3 Phase/480V/125A)	3,500	105	1,185
LS06	Wet Well/Dry Well	Dual Fairbanks Morse Pumps	15 hp (Marathon) (3 Phase/230V/40A)	750	42	1,170
LS07	Submersible	Dual Hydromatic Pumps	3 hp (1 Phase/230V/10A)	180		
LS08	Submersible	Dual Hydromatic Pumps	2 hp (3 Phase/230V/7.1A)	120	23	1,150
LS09	Submersible	Dual Abs Pumps	2 hp (1 Phase/230V/9.3A)	100	16	
LS10	Submersible	Dual Pumps	3 hp (3 Phase/230V/9.5A)	180	22	
LS11	Submersible	Dual Flygt 3085 Pumps	3 hp (3 Phase/230V/9A)	160	24	1,700
MPS	Wet Well/Dry Well	Three Aurora Pumps	75 hp (Us Electric) (3 Phase/480V/114A)	3,750	45	710

Table 4-2 Existing Lift Station Information

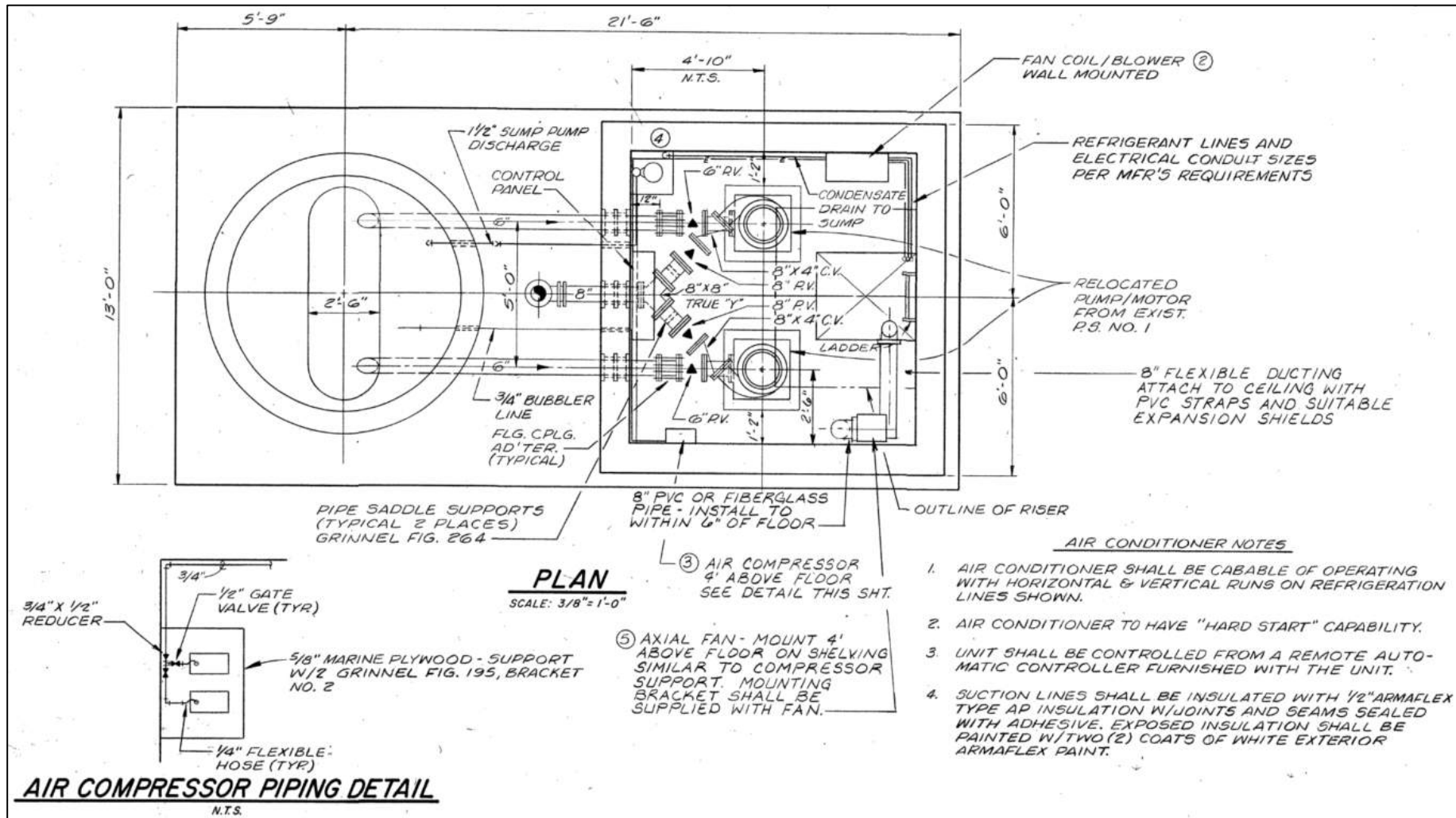
Lift Station	Controls	Control Panel	Emergency Generator	Emergency Generator Receptacle	Wet Well Dimensions	Valve Vault	Discharge Valves	Fence	Building	Odor Control
LS01	Floats	Nema 3R	Tradewinds	Yes	8' Diameter	No	Plug/Check	Yes	No	No
LS02	Floats	Nema 3R	Tradewinds	Yes	6' Diameter	No	Plug/Check	Yes	No	No
LS03	Floats	Nema 3R	Tradewinds	Yes	6' Diameter	No	Plug/Check	Yes	Yes	No
LS04	Floats	Nema 3R	Tradewinds	Yes	16' x 6'	No	Plug/Check	No	No	No
LS05	Floats	Nema 3R	Tradewinds	Yes	10' Diameter & 6' Diameter	No	Plug/Check	Yes	Yes	No
LS06	Floats	Nema 3R	Tradewinds	Yes	6' Diameter	No	Plug/Check	Yes	No	No
LS07	Floats	Nema 3R	No	Yes	6' Diameter	No	Plug/Check	Yes	No	No
LS08	Floats	Nema 3R	Tradewinds	Yes	8' Diameter	Yes	Plug/Check	No	No	No
LS09	Floats	Nema 3R	No	Yes	8' Diameter	Yes	Plug/Check	No	No	No
LS10	Floats	Nema 3R	No	Yes	6' Diameter	Yes	Plug/Check	No	No	No
LS11	Floats	Nema 3R	Tradewinds	Yes	6' Diameter	Yes	Plug/Check	No	No	No
MPS	Floats	Nema 3R	Tradewinds	Yes	Unknown	Yes	Plug/Check	No	No	No

4.2 LIFT STATION 1

LS01 is located at 3751 Cardinal Boulevard, Daytona Beach, FL 32118. LS01 pump directly to the Port Orange RDRWP via a 16-inch Port Orange force main. LS01 is a wet well/dry well type station. Its plan view and section view are shown in **Figure 4-2** and **Figure 4-3**. The wet well is circular with 8 ft in diameter and 16.75 ft deep. The dry well has a floor area of 10 ft x 10 ft and is 20.25 ft deep. Two pumps are housed in the dry well (**Figure 4-4**). Access to the dry well is through a ladder (**Figure 4-5**). **Figure 4-6** shows the pump lifting chain. The inspection of LS01 on November 8, 2023, revealed the following issues:

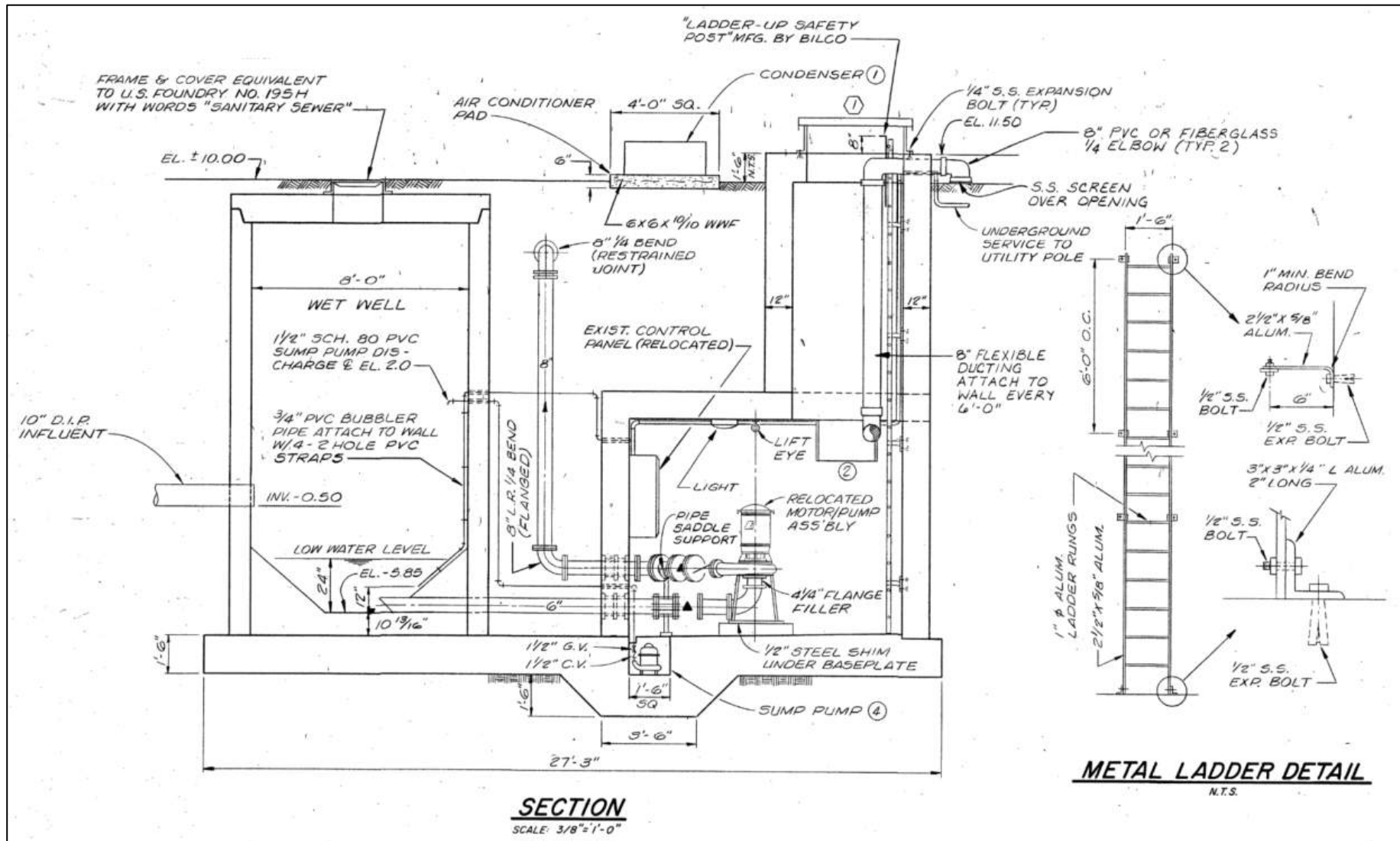
- Safety concern due to 19-ft deep and tight dry well.
- Difficult to lift pump and motor in and out due to small and unaligned entry.
- Pumps (Fairbanks Morse pumps), motors and their controls are more than 30 years old, difficult to find spare parts.
- Pumps may lose priming, potentially causing pump failure.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-2 Lift Station 1 Plan View



Source: Record Drawing dated 11-17-92 prepared by Briley, Wild and Associates.

Figure 4-3 Lift Station 1 Section View



Source: Record Drawing dated 11-17-92 prepared by Briley, Wild and Associates.

Figure 4-4 Lift Station 1 Dry Well and Pumps



Figure 4-5 Lift Station 1 Dry Well Access Ladder



Figure 4-6 Lift Station 1 Pump Lifting Chain



4.3 LIFT STATION 2

LS02 is located at 109 Dunlawton Blvd, Daytona Beach Shores, FL 32118, a short distance from the master pump station. LS02 discharges to a 12-inch vitrified clay gravity sewer via a 6-inch ductile iron force main of approximately 400 ft long. LS02 is also a wet well/dry well type station. Its section view is shown in **Figure 4-7**. The wet well is circular with 8 ft in diameter and 15.40 ft deep. The dry well has a floor area of 10 ft x 10 ft and is 18.90 ft deep. Two pumps are housed in the dry well (**Figure 4-8**). The inspection on November 8, 2023, revealed the following issues:

- Wet well on a driveway.
- Safety concern due to deep and tight dry well.
- Difficult to lift pump and motor in and out due to small and unaligned entry.
- Pumps too old, difficult to find spare parts.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

This technical drawing is a proposed mechanical sectional view of a wet well and pump assembly. The drawing shows a cross-section of the structure, which is built on an existing base slab. Key components and features include:

- Wet Well:** A large vertical tank with a diameter of 8'-0". It contains an existing wet well with a low water level at EL. ±4.98. A 3/4" PVC bubbler pipe is attached to the wall with two-hole PVC straps.
- Pump Assembly:** A sump pump (labeled 4) is located at the bottom left, with a 1/2" G.V. and 1/2" C.V. connection. It is connected to a 6" pipe that runs horizontally and then vertically through a saddle pipe support. The vertical pipe has a 3" L.R. 1/4 bend (flanged) and a 6" connection to the wet well.
- Condenser:** A condenser (labeled 1) is shown out-of-position for clarity. It is a 4'-0" SQ. unit with a 1/4" S.S. expansion bolt (TYR) and a 6" x 6" x 10/10 WWF connection. It is located at EL. 10.50.
- Structural Details:** The assembly is supported by an existing base slab. A 1'-6" SQ. area is shown at the bottom left. A 12" dimension is indicated for the width of the pump area.
- Other Features:** A lift eye, light, and control panel are shown. A 1/2" 5CH. 80 PVC sump pump discharge pipe is connected to the wet well at EL. 4.90. A 1/4" dimension is shown for the width of the pump area.

PROPOSED MECHANICAL SECTIONAL VIEW
 SCALE: 3/8" = 1'-0"

45

Figure 4-8 Lift Station 2 Dry Well and Pumps

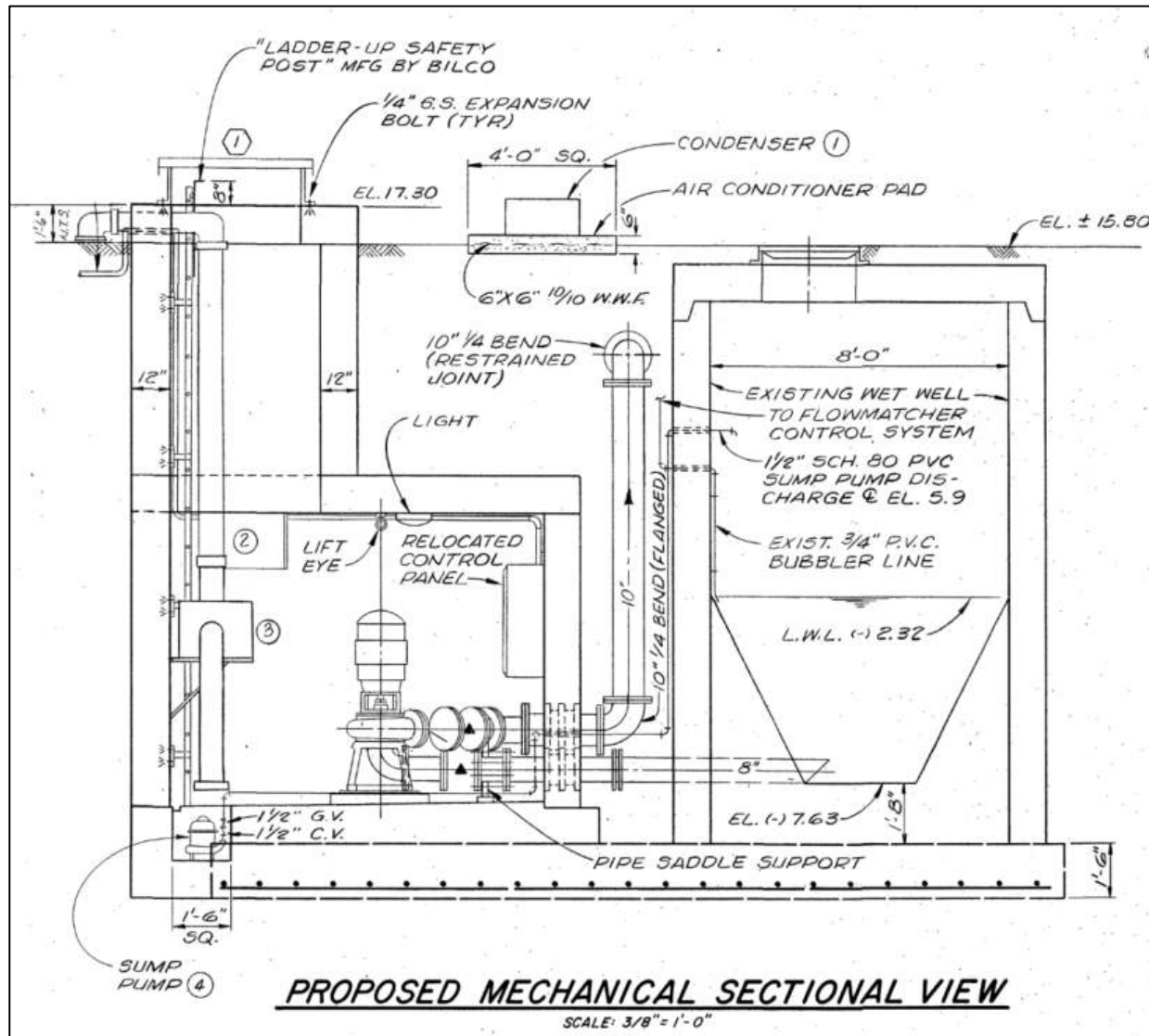


4.4 LIFT STATION 3

LS03 is located at 133 Atares Ave, Daytona Beach, FL 32118. It receives flows from LS09 and LS11 in addition to the flow from its own gravity sewer area. LS03 pumps to the master pump station via a 12-inch ductile iron (DI) force main of approximately 420 ft long and an 18-inch DI force main of approximately 3,500 ft long. Its section view is provided in **Figure 4-9**. The wet well is circular with 8 ft in diameter and 25.10 ft deep. The dry well has a floor area of 10 ft x 10 ft and is 28.60 ft deep. Two pumps are housed in the dry well (**Figure 4-10**). The inspection on November 8, 2023, revealed the following issues:

- Safety concern due to deep and tight dry well.
- Difficult to lift pump and motor in and out due to small and unaligned entry.
- Pumps too old, difficult to find spare parts.
- Wet well too small, pump cycles too frequently.
- Concrete is exposed in lower portion of the wet well.
- Poor site drainage, ground sinking at pump-out.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-9 Lift Station 3 Section View



Source: Record Drawing dated 11-17-92 prepared by Briley, Wild and Associates

Figure 4-10 Lift Station 3 Dry Well and Pumps



4.5 LIFT STATION 4

LS04 is located at 7 Oceans West Boulevard, Daytona Beach Shores, FL 32118. It is a dry well/wet well duplex pump station. LS04 pumps to master pump station via a 12-inch DI force main of approximately 200 ft long. No record drawings were available to Mead and Hunt. Pumps and motors are mounted on two separate floors in a building (**Figures 4-11 and 4-12**). Based on the name plates, the pumps were installed in January 2000. LS04 Inspection on November 8, 2023, observed the following:

- Entrance too narrow.
- Wet well looks in good condition, but may be on the small side.
- Pumps too old, difficult to find spare parts.
- New plug valves and check valves.
- Hatch does not align with pumps, difficult to lift pumps & motor in and out. It leaks slightly.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-12 Lift Station 4 Pumps and Motors

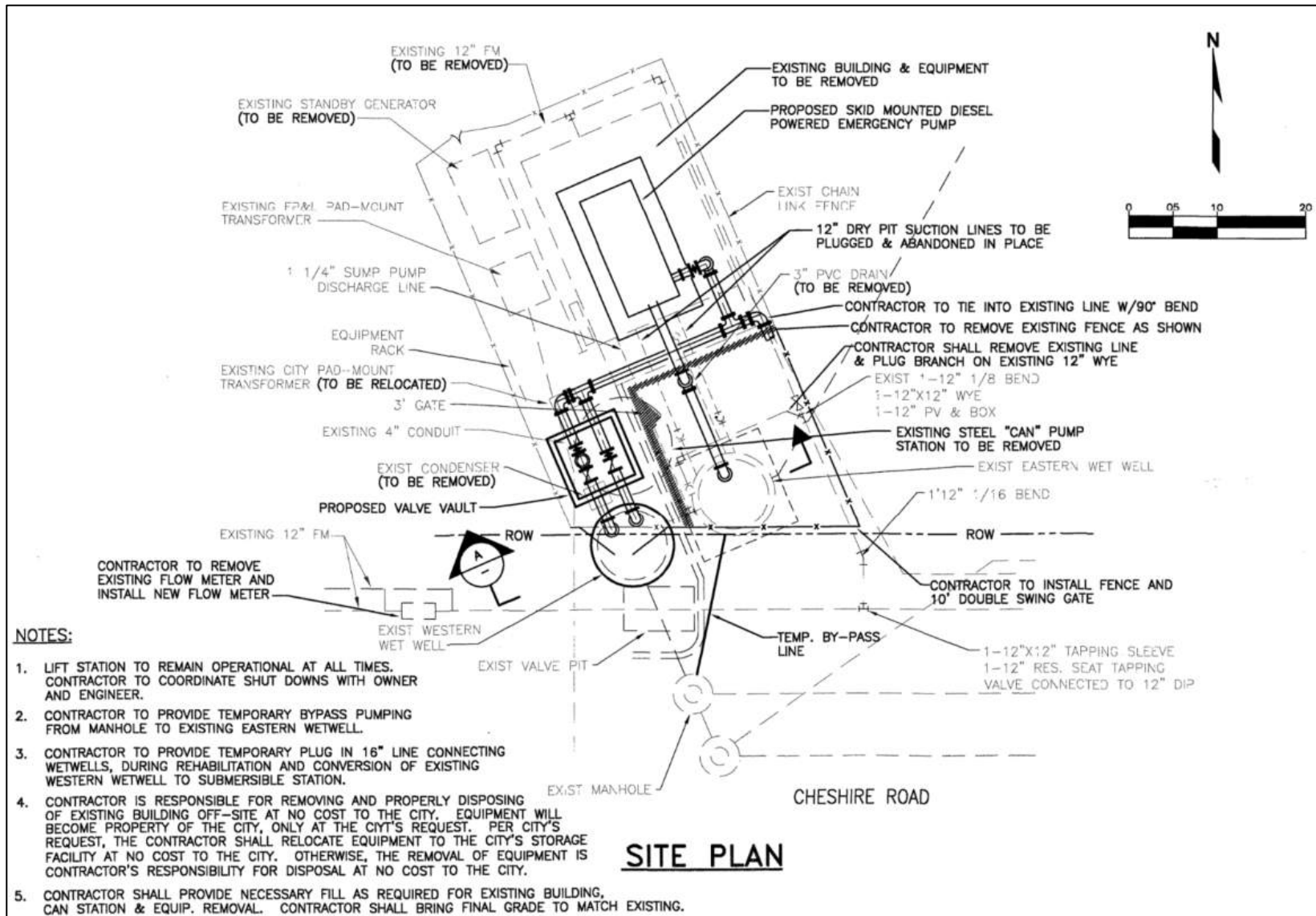


4.6 LIFT STATION 5

LS05 is located at East of 131 Cheshire Road, Daytona Beach, FL 32118. It used to be a master pump station when the City's wastewater was transmitted to City of Daytona Beach for treatment. However, it currently only receives flow from LS06 and its own gravity sewer area. LS05 currently pumps to the master pump station via a 12-inch and 18-in DI force main of approximately of 3 miles long. As shown in **Figure 4-13**, LS05 has two wet wells – 10 ft and 6 ft in diameter, respectively. LS05 a submersible pump station. Its section view is shown in **Figure 4-14**. The wet wells are 20.8 ft deep. Two pumps are housed in the 10-ft wet well (**Figure 4-15**) while no pump is currently in the 6-ft wet well. The inspection on November 8, 2023, revealed the following issues:

- Pumps are oversized for the current system configuration; they cycle too often.
- Wet well is not lined (**Figure 4-15**).
- Emergency generator is not completely reliable.
- Control panel cooling unit filter gets dirty quickly.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-13 Lift Station 5 Site Plan

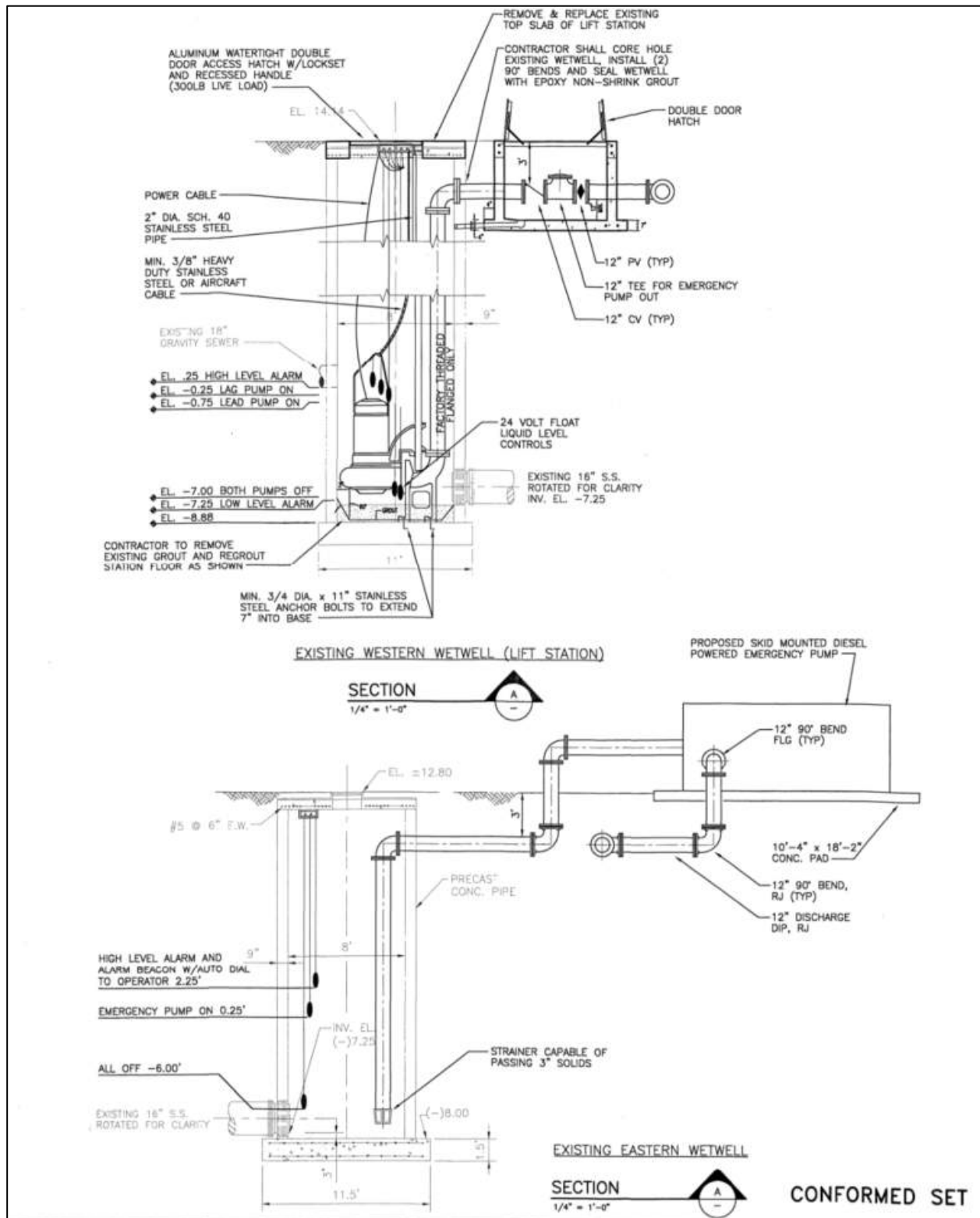


Source: Conformed Drawing dated 4/01 prepared by Hartman & Associates.

Figure 4-11 Lift Station 4 Building with Narrow Entrance



Figure 4-14 Lift Station 5 Section Views



Source: Conformed Drawing dated 4/01 prepared by Hartman & Associates

Figure 4-15 Lift Station 5 Unlined Wet Well

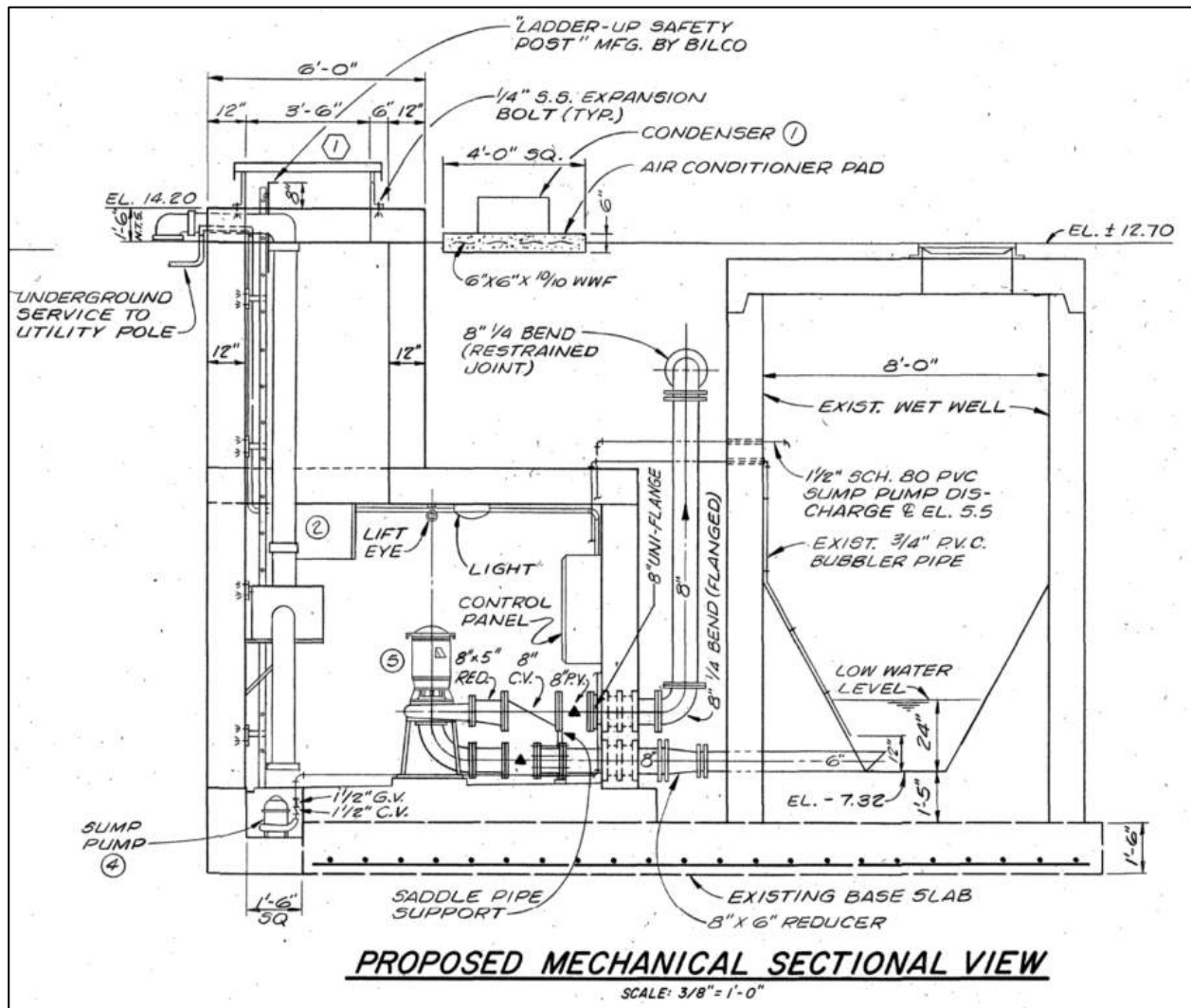


4.7 LIFT STATION 6

LS06 is located at 136 Sunrise Blvd, Daytona Beach, FL 32118. It is the City's most northern lift station. LS06 pumps to LS05 via a 10-inch DI force main of approximately 4,800 ft long. LS06 is a wet well/dry well type station. **Figure 4-16** shows a section view. The wet well is circular with 8 ft in diameter and 21.43 ft deep. The dry well has a floor area of 10 ft x 10 ft and is 24.93 ft deep. Two pumps are housed in the dry well (**Figure 4-17**). Inspection on November 8, 2023, revealed the following issues:

- Safety concern due to deep and tight dry well.
- Difficult to lift pump and motor in and out due to small and unaligned entry.
- Pumps too old, difficult to find spare parts.
- Pumps lose priming sometimes. Once it happens, needs to manually prime and it takes about 30 minutes to reprime.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-16 Lift Station 6 Section View



Source: Record Drawing dated 11-17-92 prepared by Briley, Wild and Associates.

Figure 4-17 Lift Station 6 Pumps



4.8 LIFT STATION 7

LS07 is located at East of 290 Florida Shores Blvd, Daytona Beach Shores, FL 32118. It is a submersible pump station, pumping to an 8-inch gravity sewer via a 4-inch PVC force main of approximately of 950 long.

Figure 4-18 shows the lift station. The inspection on November 8, 2023, observed the following:

- Wet well in good conditions.
- Pumps in good conditions.
- New valves.
- Single phase 230V power supply, VFDs used to convert single phase to 3 phase.
- No emergency generator, using portable generator.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-18 Lift Station 7 Photos

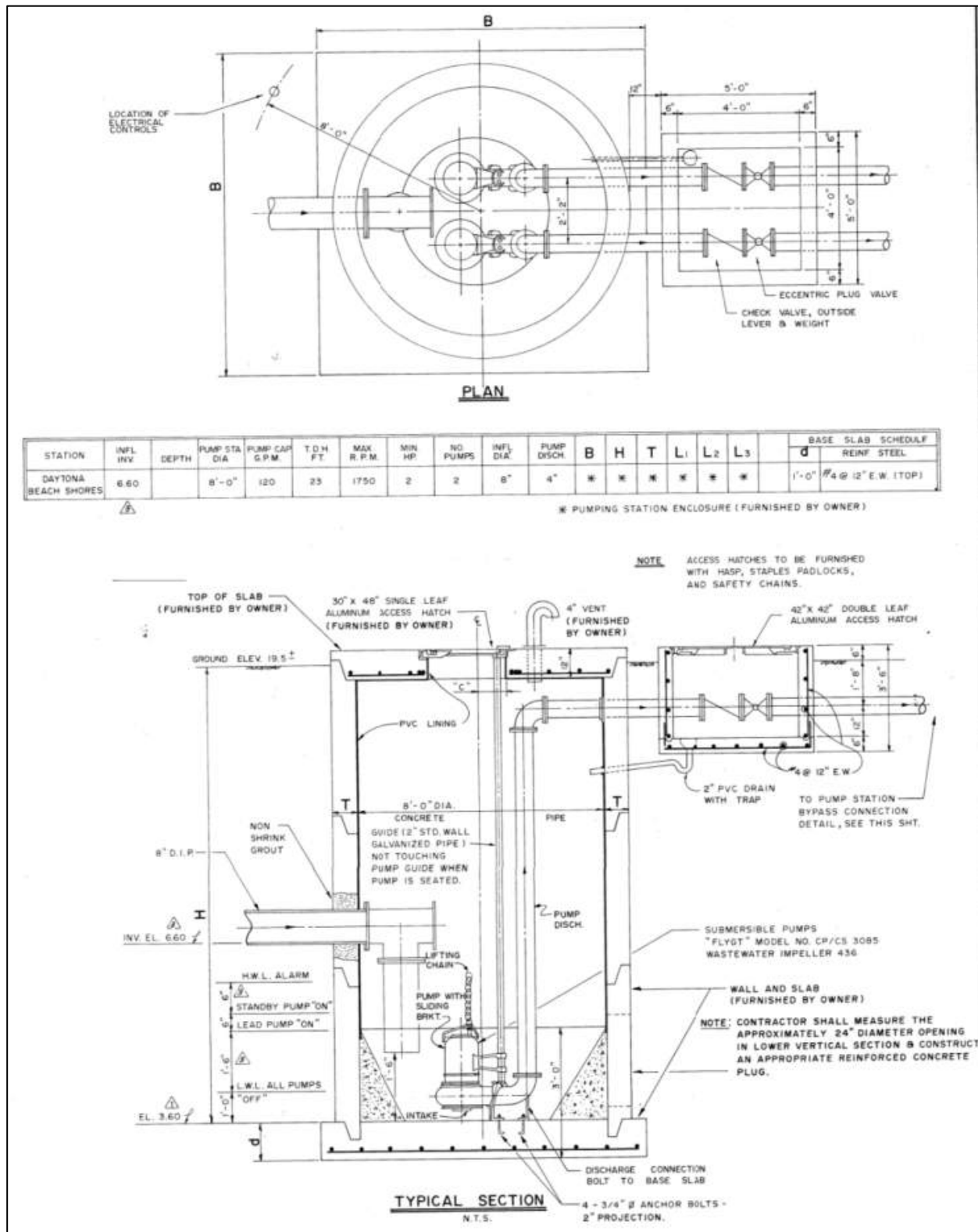


4.9 LIFT STATION 8

LS08 is located at 3859 S Atlantic Ave, Daytona Beach Shores, FL 32118. It is the City's most southern lift station. It is a submersible pump station pumping to City of Port Orange's 6-inch force main. It features a 16.4-ft deep circular wet well with a diameter of 8 ft. **Figure 4-19** shows the plan and section of the lift station. **Figure 4-20** provides photographic views of the station. The inspection on November 8, 2023, observed the following:

- Wet well lining in acceptable condition.
- Wet well top structural cap not in good condition.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-19 Lift Station 8 Plan and Section View



Source: Record Drawing dated June 1984 prepared by Briley, Wild & Associates.

Figure 4-20 Lift Station 8 Photos

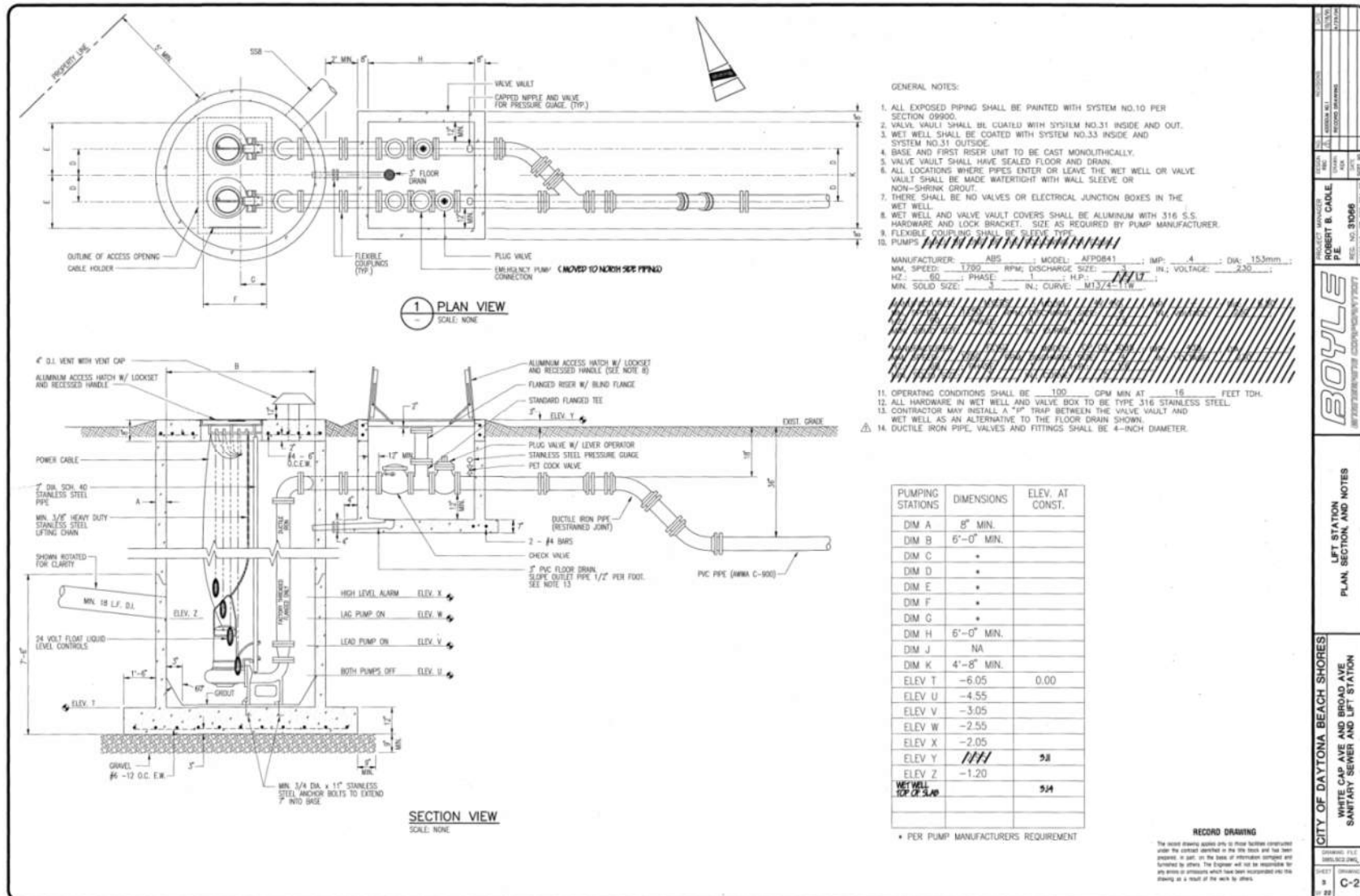


4.10 LIFT STATION 9

LS09 is located between 100 Broad Avenue, Daytona Beach, FL 32118 and 105 White Cap Ave, Daytona Beach, FL 32118. The location does not have a street address. LS09 is a submersible pump station, pumping to a gravity manhole in the LS03 service area via a 4-inch PVC force main of approximately 570 ft long. It features a 9.16-ft deep circular wet well with a diameter of 8 ft. **Figure 4-21** shows the plan and section of the lift station. **Figure 4-22** provides photographic views of the station. The inspection on November 8, 2023, observed the following issues:

- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-21 Lift Station 9 Plan and Section Views



Source: Record Drawing dated October 1995 prepared by Boyle Engineering Corporation.

Figure 4-22 Lift Station 9 Photos

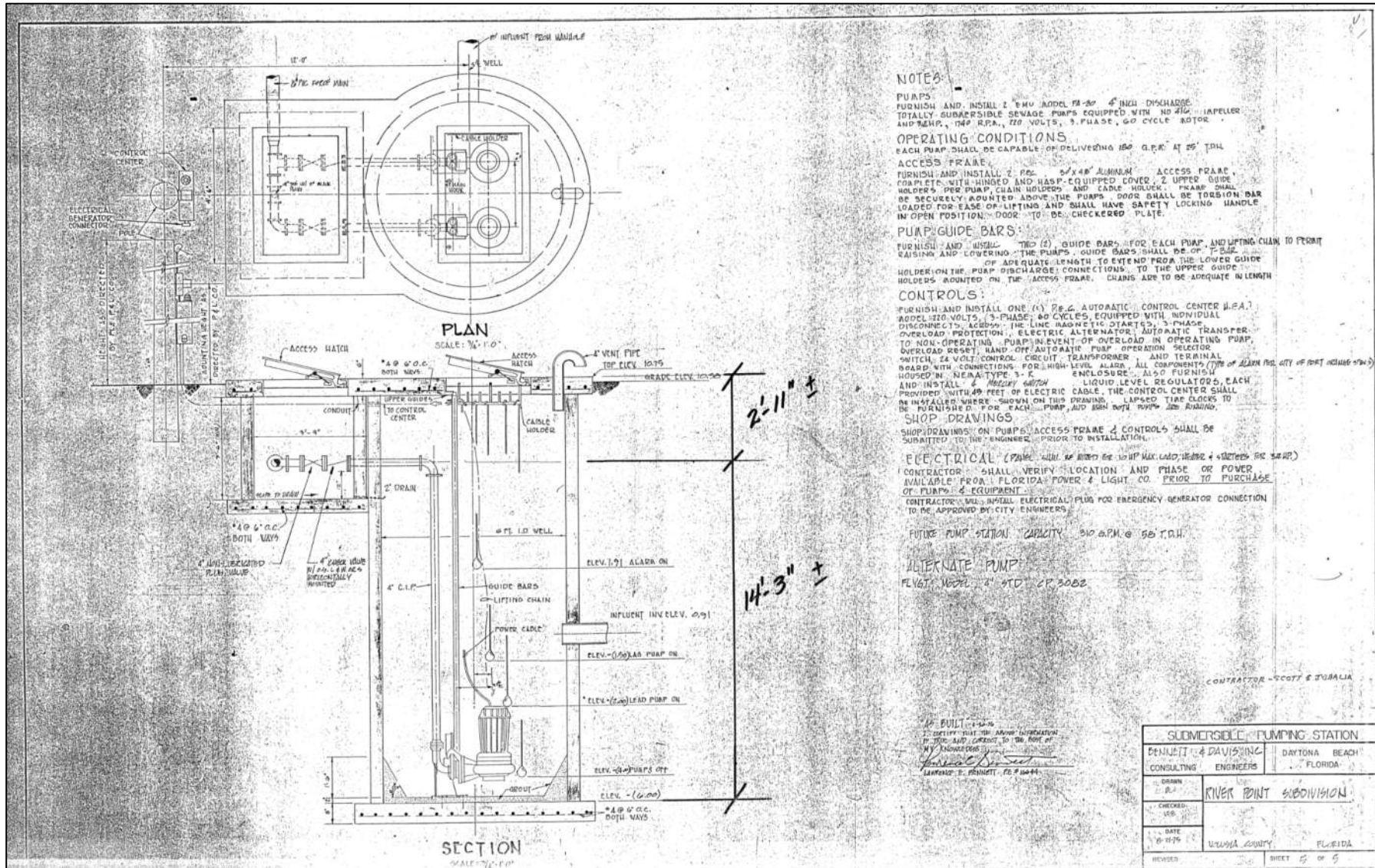


4.11 LIFT STATION 10

LS10 is located at 2932 South Peninsula Drive, Daytona Beach, FL 32118, in front of a house. It is a submersible pump station pumping to a gravity manhole in the LS04 service area on the Oceans Golf Club golf course via a 6-inch PVC force main of approximately 730 ft. It features a 17.12-ft deep circular wet well with a diameter of 6 ft. **Figure 4-23** shows the plan and section of the lift station. **Figure 4-24** provides photographic views of the station. The inspection on November 8, 2023, observed the following issues:

- Wet well lining in acceptable condition.
- Wet well top structural cap not in good condition.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-23 Lift Station 10 Plans and Section Views



Source: Record Drawing dated August 1975 prepared by Bennett & Davis Inc.

Figure 4-24 Lift Station 10 Photos.

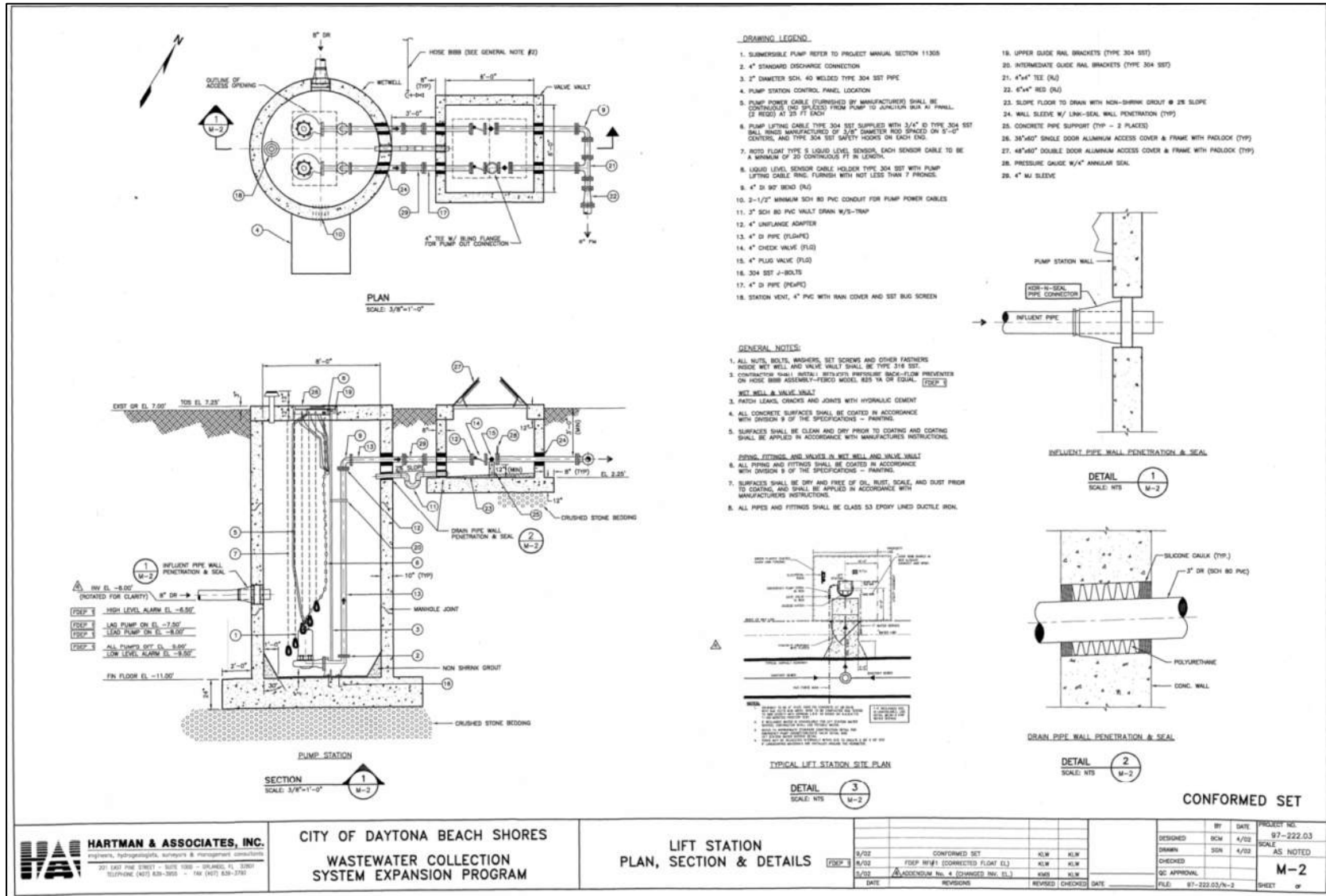


4.12 LIFT STATION 11

LS11 is located north of 3151 S Peninsula Dr, Daytona Beach, FL 32118. LS11, a submersible station, pumps to a gravity manhole in the LS03 service area via a 6-inch PVC force main of approximately 480 ft long. It features an 18.25-ft deep circular wet well with a diameter of 8 ft. **Figure 4-25** shows the plan and section view of the lift station while **Figure 4-26** provides photographic views of the station. The inspection on November 8, 2023, observed the following:

- Wet well in good conditions.
- Pumps in good conditions.
- New generator.
- Pump operations such as on and off time are not logged.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-25 Lift Station 11 Plan and Section Views



Source: Conformed Drawing dated 4/02 prepared by Hartman & Associates, Inc.

Figure 4-26 Lift Station 11 Photos



4.13 MASTER PUMP STATION

The MPS is located at 117 Seaway Ave, Daytona Beach, FL 32118. It is a wet well/dry well station terminal station, transferring all wastewater from LS05, LS07, LS04, LS03 and LS02 to the City of Port Orange R. Dwayne Huffman Reclaimed Water Plant for treatment. **Figure 4-27** provides photographic views of the station. Inspection on November 8, 2023, observed the following:

- Sufficient pumping capacity, even during Hurricane Ian.
- Pump impellers cannot self-clean at low RPM.
- Pumps have variable frequency drives (VFDs).
- Thompson diesel pump has a capacity of 3,000 – 3,500 gpm.
- Bulk fuel tank is 500 gallons and day tank is 100 gallons, enough for 7 days. Fuel is filled daily during hurricanes.
- Emergency generator is exercised weekly.
- Building looks in good condition.
- Pumps too old, difficult to find spare parts.
- Concrete is exposed in lower portion of the wet well.
- Wet well ladder is rusted.
- GIS shows two force mains – 20" and 16". The City does not know if both of them are in operation or not.
- No telemetry, unable to monitor pump operation status remotely.

Figure 4-27 Lift Station 11 Plan and Section Views



5 PROPOSED IMPROVEMENTS

The proposed improvements include:

- Lift station upgrades, and
- Force main upgrades.

5.1 LIFT STATION IMPROVEMENTS

5.1.1 Descriptions of Lift Station Improvement Alternatives

All the City's 12 lift stations require improvements. The following three improvement alternatives were evaluated for each station:

- **Alternative 1 – No improvements.**
- **Alternative 2 – Limited improvements**, making necessary improvements to enhance reliability and operational monitoring.
- **Alternative 3 – Comprehensive improvements**, addressing all the issues identified in the previous section.

The three alternatives are summarized in **Table 5-1**. In Alternative 3, LS01, LS02, LS03 and LS06 will be converted to a submersible pump station from a wet well/dry well station. Since the City's wastewater is pumped to the City of Port Orange, the City of Port Orange's lift station standard layout and design shown in **Figures 5-1 and 5-2** may be referenced for the design of the new submersible pump stations. LS04 and the Master Pump Station will remain as wet well/dry well stations with major upgrades of their controls are on the ground level and no daily access to their deep dry wells are required. LS05, LS07, LS08, LS09, LS10 and LS11 will remain as submersible stations with required piping, electrical, and instrumentation and control upgrades.

5.1.2 Cost Estimate of Lift Station Improvement Alternatives

Tables 5-2 and 5-3 present the conceptual construction cost estimates for Alternatives 2 and 3, respectively. Alternative 1 will incur zero cost as there are no improvements. **Table 5-4** summarizes the costs for Alternatives 2 and 3. The costs included:

- Total Direct Cost (Construction, Equipment, Materials, Demolition and Related Procurement Cost)
- Construction Contingency (20%)
- Technical Services during Construction
- Total Cost.

The total cost for Alternative 2 is \$8,366,108 while it is \$14,550,000 for Alternative 3.

Total direction cost includes the following items:

- General
- Mobilization and Demobilization
- Clearing, Grubbing, Erosion Control
- Pre-Construction & Post- Construction Video
- Sewer Construction Cut Sheets
- Demolition
- Indemnification
- MOT
- Existing Utilities Locate
- Sitework
- Fence & Gate
- Permits and Allowances
- Certified As-Builts
- Complete Lift Station Conversion
- Pipes and Fittings
- Flow meter
- Architectural/Structural
- Replace Emergency Generator & ATS
- Dry Pit Submersible Pumps
- Replace Diesel Bypass Pump
- Replace Hoist & Beam
- Electrical/Instrumentation
- Sewer Conveyance
- Convert Wet Well to Manhole
- Open Cut and Install Sanitary Sewer
- Connect to Force Mains
- Furnish and Install Manholes
- Modify Existing Manholes
- Bypass Pumping Rental and Operation
- Drainage Improvements and Storm Conveyance
- Restoration
- Subgrade
- Road Base
- Asphaltic Concrete with Tack Coat
- Concrete (Sidewalk) 4" Reinforced
- Sodding
- Miscellaneous.

Table 5-1 Summary of Lift Station Improvement Alternatives

Lift Station	Alternative 1 No Improvements	Alternative 2 Limited Improvements	Alternative 3 Comprehensive Improvements
LS01	No improvements	▪ Replace all switchgear, motor starters and controls. ▪ Add new telemetry (cellular preferred).	▪ Convert dry well/wet well pump station to a submersible pump station with a valve vault. ▪ Replace all switchgear, motor starters and controls. ▪ Add new telemetry (cellular preferred). ▪ Abandon existing dry pit and fill with flowable fill.
LS02	No improvements	▪ Replace control panel and starters. ▪ Add new telemetry (cellular preferred).	▪ Convert dry well/wet well pump station to a submersible pump station. ▪ Convert the existing wet well to a terminal manhole with a traffic-rated cover. ▪ Add a new wet well. ▪ Add a valve vault. ▪ Relocate emergency generator. ▪ Replace control panel and starters. ▪ Add new telemetry (cellular preferred).
LS03	No improvements	▪ Replace all electrical gear and controls, use soft starters. ▪ Add new telemetry (cellular preferred). ▪ Line wet well. ▪ Improve site drainage.	▪ Convert dry well/wet well pump station to a submersible pump station. ▪ Convert the existing wet well to a terminal manhole. ▪ Add a new wet well. ▪ Replace all electrical gear and controls, use soft starters/VFDs. ▪ Add new telemetry (cellular preferred). ▪ Demolish or replace electrical room. ▪ Relocate the electrical pole near the NE corner to the SE corner. ▪ Line wet well. ▪ Improve site drainage.
LS04	No improvements	▪ Replace existing pumps with dry pit submersible pumps, ABS or Xylem. ▪ Replace old piping. ▪ Widen doorway to 6' double doors. ▪ Add a rail for moving pumps and motors. ▪ Fill floor & roof hatch. ▪ Replace all electrical gear and controls. ▪ Add new telemetry (cellular preferred).	▪ Replace existing pumps with dry pit submersible pumps, ABS or Xylem. ▪ Replace old piping. ▪ Widen doorway to 6' double doors. ▪ Add a rail for moving pumps and motors. ▪ Fill floor & roof hatch. ▪ Replace all electrical gear and controls. ▪ Add new telemetry (cellular preferred).
LS05	No improvements	▪ Re-size pumps for triplex operation. ▪ Line wet wells	▪ Re-size pumps for triplex operation. ▪ Line wet wells ▪ Add equalizer pipe between both wet wells to utilize storage and eliminate grease buildup.

Lift Station	Alternative 1 No Improvements	Alternative 2 Limited Improvements	Alternative 3 Comprehensive Improvements
		▪ Add equalizer pipe between both wet wells to utilize storage and eliminate grease buildup. ▪ Add third pump in the smaller wet well. ▪ Reconfigure the plug valves and add a Camlock pump-out. Remove existing emergency pump-out. ▪ Replace generator transfer equipment. ▪ Replace gear and control panel with soft starters/VFDs. ▪ Add new telemetry (cellular preferred). ▪ Add a pre-fab building for the control panels, if feasible.	▪ Add third pump in the smaller wet well. ▪ Reconfigure the plug valves and add a Camlock pump-out. Remove existing emergency pump-out. ▪ Replace generator transfer equipment. ▪ Replace gear and control panel with soft starters/VFDs. ▪ Add new telemetry (cellular preferred). ▪ Add a pre-fab building for the control panels, if feasible.
LS06	No improvements	▪ Replace existing control panel and starters. ▪ Add new telemetry (cellular preferred).	▪ Convert dry well/wet well pump station to a submersible pump station. ▪ Utilize existing wet well for conversion to submersible, add new lined top sections. ▪ Fill dry well with flowable fill. ▪ Replace existing control panel and soft starters/VFDs. ▪ Add new telemetry (cellular preferred).
LS07	No improvements	▪ Upgrade FPL power supply to 3-phase 208V / 240V. ▪ Replace control panel. ▪ Add new telemetry (cellular preferred).	▪ Upgrade FPL power supply to 3-phase 208V / 240V. ▪ Replace control panel. ▪ Add new telemetry (cellular preferred).
LS08	No improvements	▪ Replace wet well top slab and hatches. ▪ Replace valve vault, valves, piping and add internal pump-out. ▪ Replace control panel and starters. ▪ New telemetry (cellular preferred).	▪ Replace wet well top slab and hatches. ▪ Replace valve vault, valves, piping and add internal pump-out. ▪ Replace control panel and starters. ▪ New telemetry (cellular preferred).
LS09	No improvements	▪ Replace control panel & starters. ▪ Add new telemetry (cellular preferred).	▪ Replace control panel & starters. ▪ Add new telemetry (cellular preferred).
LS10	No improvements	▪ Replace valves, pipes and internal pump-out. ▪ Reline or repair wet well lining. ▪ Add new telemetry (cellular preferred).	▪ Replace valves, pipes and internal pump-out. ▪ Reline or repair wet well lining. ▪ Add new telemetry (cellular preferred).
LS11	No improvements	▪ Replace valves, pipes and internal pump-out.	▪ Replace valves, pipes and internal pump-out. ▪ Replace control panels & starters.

Lift Station	Alternative 1 No Improvements	Alternative 2 Limited Improvements	Alternative 3 Comprehensive Improvements
		▪ Replace control panels & starters. ▪ Add new telemetry (cellular preferred).	▪ Add new telemetry (cellular preferred).
MPS	No improvements	▪ Inspect and repair or replace wet well lining system. ▪ Replace wet well ladder. ▪ Install new ventilation for dry well and wet well. ▪ Modify monorail and replace hoist/trolley assembly. ▪ Replace generator with external genset. ▪ Replace existing Thompson diesel bypass pumping system with Xylem or ABS sewage pump package. ▪ Evaluate current telemetry and standardize on new telemetry system, either cellular (Preferred) or radio.	▪ Convert dry well/wet well pump station to submersible pump station or dry pit pump station with ABS or Xylem pumps. ▪ Replace all suction and discharge valves and piping. ▪ Inspect and repair or replace wet well lining system. ▪ Replace wet well ladder. ▪ Install new ventilation for dry well and wet well ▪ Modify monorail and replace hoist/trolley assembly. ▪ Convert generator room to electrical room, replace all gear and VFDs (Yaskawa or ABB). ▪ Replace generator with external genset. ▪ Replace existing Thompson diesel bypass pumping system with Xylem or ABS sewage pump package. ▪ Evaluate current telemetry and standardize on new telemetry system, either cellular (Preferred) or radio. This change will be implemented at all stations with the new control panels.

Figure 5-1 City of Port Orange Standard Construction Detail for Submersible Lift Station Layout

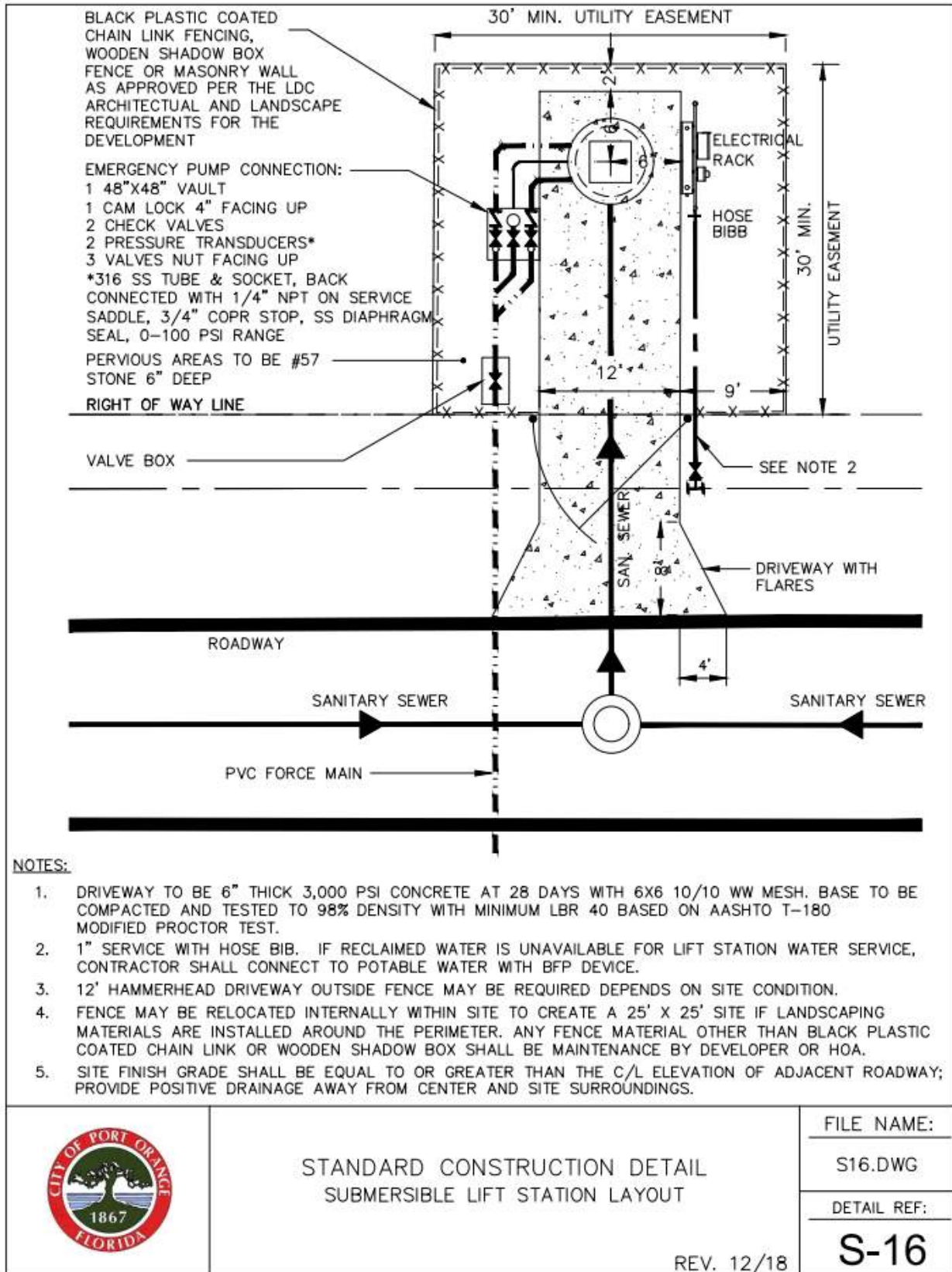


Figure 5-2 City of Port Orange Standard Construction Detail for Submersible Lift Station Layout – Wet Well

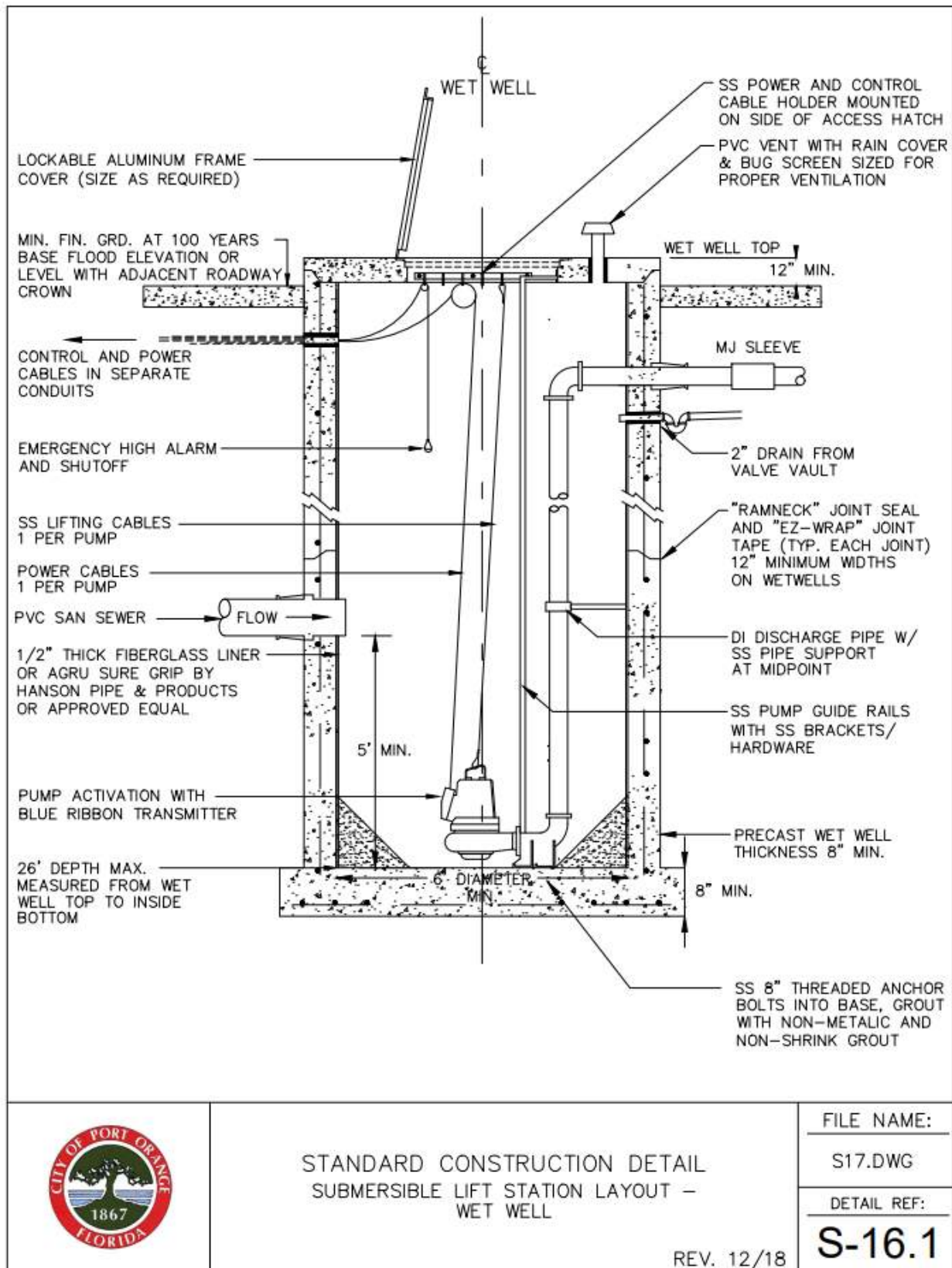


Table 5-2 Summary of Alternative 2 Lift Station Improvements Construction Cost Estimates

Lift Station	Item No.	Description	Item Total
LS01	1	General	\$23,980
	2	Complete Lift Station	\$201,119
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$225,099
		20% Contingency	\$45,020
		Total Construction Cost	\$270,118
LS02	1	General	\$23,980
	2	Complete Lift Station	\$201,119
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$225,099
		20% Contingency	\$45,020
		Total Construction Cost	\$270,118
LS03	1	General	\$36,743
	2	Complete Lift Station	\$301,679
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$30,941
	5	Restoration	\$-
		Total Direct Cost	\$369,363
		20% Contingency	\$73,873
		Total Construction Cost	\$443,236
LS04	1	General	\$118,351
	2	Complete Lift Station	\$448,650
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$567,001
		20% Contingency	\$113,400
		Total Construction Cost	\$680,401
LS05	1	General	\$131,810
	2	Complete Lift Station	\$903,489
	3	Sewer Conveyance	\$61,883
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$1,097,182
		20% Contingency	\$219,436
		Total Construction Cost	\$1,316,618
LS06	1	General	\$23,980
	2	Complete Lift Station	\$201,119
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$225,099

Lift Station	Item No.	Description	Item Total
		20% Contingency	\$45,020
		Total Construction Cost	\$270,118
LS07	1	General	\$30,941
	2	Complete Lift Station	\$216,590
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$247,531
		20% Contingency	\$49,506
		Total Construction Cost	\$297,037
LS08	1	General	\$36,820
	2	Complete Lift Station	\$287,755
	3	Sewer Conveyance	\$15,471
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$340,046
		20% Contingency	\$68,009
		Total Construction Cost	\$408,055
LS09	1	General	\$30,168
	2	Complete Lift Station	\$201,119
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$231,287
		20% Contingency	\$46,257
		Total Construction Cost	\$277,544
LS10	1	General	\$27,538
	2	Complete Lift Station	\$117,577
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$145,115
		20% Contingency	\$29,023
		Total Construction Cost	\$174,138
LS11	1	General	\$34,113
	2	Complete Lift Station	\$233,608
	3	Sewer Conveyance	\$15,471
	4	Stormwater Conveyance	\$-
	5	Restoration	\$-
		Total Direct Cost	\$283,191
		20% Contingency	\$56,638
		Total Construction Cost	\$339,829
MPS	1	General	\$1,160,302
	2	Complete Lift Station	\$1,361,421
	3	Sewer Conveyance	\$-
	4	Stormwater Conveyance	\$-
	5	Restoration	\$77,353

Lift Station	Item No.	Description	Item Total
		Total Direct Cost	\$2,599,077
		20% Contingency	\$519,815
		Total Construction Cost	\$3,118,893

Table 5-3 Summary of Alternative 3 Lift Station Improvements Construction Cost Estimates

Lift Station	Item No.	Description	Item Total
LS01	1	General	\$105,588
	2	Complete Lift Station	\$526,004
	3	Sewer Conveyance	\$67,298
	4	Stormwater Conveyance	-
	5	Restoration	\$17,779
		Total Direct Cost	\$716,668
		20% Contingency	\$143,334
		Total Construction Cost	\$860,001
LS02	1	General	\$101,397
	2	Complete Lift Station	\$441,688
	3	Sewer Conveyance	\$67,298
	4	Stormwater Conveyance	-
	5	Restoration	\$18,300
		Total Direct Cost	\$628,683
		20% Contingency	\$125,737
		Total Construction Cost	\$754,419
LS03	1	General	\$136,527
	2	Complete Lift Station	\$748,782
	3	Sewer Conveyance	\$82,768
	4	Stormwater Conveyance	\$100,560
	5	Restoration	\$19,323
		Total Direct Cost	\$1,087,960
		20% Contingency	\$217,592
		Total Construction Cost	\$1,305,552
LS04	1	General	\$118,351
	2	Complete Lift Station	\$448,650
	3	Sewer Conveyance	-
	4	Stormwater Conveyance	-
	5	Restoration	-
		Total Direct Cost	\$567,001
		20% Contingency	\$113,400
		Total Construction Cost	\$680,401
LS05	1	General	\$131,810
	2	Complete Lift Station	\$903,489
	3	Sewer Conveyance	\$61,883
	4	Stormwater Conveyance	-
	5	Restoration	-
		Total Direct Cost	\$1,097,182
		20% Contingency	\$219,436
		Total Construction Cost	\$1,316,618

Lift Station	Item No.	Description	Item Total
LS06	1	General	\$83,778
	2	Complete Lift Station	\$417,709
	3	Sewer Conveyance	\$46,412
	4	Stormwater Conveyance	-
	5	Restoration	\$20,195
		Total Direct Cost	\$568,095
		20% Contingency	\$113,619
		Total Construction Cost	\$681,714
LS07	1	General	\$30,941
	2	Complete Lift Station	\$216,590
	3	Sewer Conveyance	-
	4	Stormwater Conveyance	-
	5	Restoration	-
		Total Direct Cost	\$247,531
		20% Contingency	\$49,506
		Total Construction Cost	\$297,037
LS08	1	General	\$36,820
	2	Complete Lift Station	\$287,755
	3	Sewer Conveyance	\$15,471
	4	Stormwater Conveyance	-
	5	Restoration	-
		Total Direct Cost	\$340,046
		20% Contingency	\$68,009
		Total Construction Cost	\$408,055
LS09	1	General	\$30,168
	2	Complete Lift Station	\$201,119
	3	Sewer Conveyance	-
	4	Stormwater Conveyance	-
	5	Restoration	-
		Total Direct Cost	\$231,287
		20% Contingency	\$46,257
		Total Construction Cost	\$277,544
LS10	1	General	\$27,538
	2	Complete Lift Station	\$117,577
	3	Sewer Conveyance	-
	4	Stormwater Conveyance	-
	5	Restoration	-
		Total Direct Cost	\$145,115
		20% Contingency	\$29,023
		Total Construction Cost	\$174,138
LS11	1	General	\$34,113
	2	Complete Lift Station	\$233,608
	3	Sewer Conveyance	\$15,471
	4	Stormwater Conveyance	-
	5	Restoration	-
		Total Direct Cost	\$283,191
		20% Contingency	\$56,638

Lift Station	Item No.	Description	Item Total
		Total Construction Cost	\$339,829
MPS	1	General	\$1,160,302
	2	Complete Lift Station	\$3,340,897
	3	Sewer Conveyance	\$773,535
	4	Stormwater Conveyance	\$154,707
	5	Restoration	\$157,801
		Total Direct Cost	\$5,587,243
		20% Contingency	\$1,117,449
		Total Construction Cost	\$6,704,691

Table 5-4 Comparison of Alternative 2 and Alternative 3 Lift Station Improvements Cost Estimates

	Alternative 2 Limited Improvements	Alternative 3 Comprehensive Improvements
Total Direct Cost (Construction, Equipment, Materials, Demolition and Related Procurement Cost)	\$6,555,090	\$11,500,000
Construction Contingency (20%)	\$1,311,018	\$2,300,000
Technical Services during Construction	\$500,000	\$750,000
Total Cost	\$8,366,108	\$14,550,000

5.1.3 Comparison of Lift Station Improvement Alternatives

The three alternatives were compared based on monetary and non-monetary factors. Monetary factor is represented by the total construction cost estimates. Three criteria were included in the non-monetary factor. Each criterion was rated and weighted to score each alternative. The alternative wins the highest score is the preferred alternative.

5.1.3.1 Non-Monetary Criteria

Non-monetary criteria include the following:

- Compliance with the Supplemental Appropriation for Hurricane Fiona & Ian (SAHFI) funds requirements.
- Reliability and resiliency.
- Enhanced operation and maintenance.

Compliance with the Supplemental Appropriation for Hurricane Fiona & Ian (SAHFI) funds requirements. According to FDEP's *CWSRF Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) Intended Use Plan (2023)* dated February 2024, for an activity to be eligible under the SAHFI Capitalization Grant, it must be otherwise SRF eligible and serve one or more of the following purposes:

- Reduce flood or fire damage risk and vulnerability at treatment works as defined by Section 212 of the Clean Water Act (CWA) or any eligible facilities under Section 1452 of the Safe Drinking Water Act (SDWA).
- Enhance resiliency to rapid hydrologic change or natural disaster at treatment works as defined by Section 212 of the CWA or any eligible facilities under Section 1452 of the SDWA.

Project components shall be assigned component priority scores according to the categories as follows:

1. 500 points - Eliminate a documented acute or chronic public health hazard. Examples include elimination of sanitary sewer overflows.
2. 450 points - Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to Section 403.067, F.S.
3. 400 points - Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements.
4. 375 points - Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered into a consent order with the project sponsor.
5. 350 points - Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows.
6. 340 points - Planning and design loans.
7. 300 points - Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5.
8. 200 points - Ensure compliance with other enforceable standards or requirements.
9. 100 points - Timely submitted project that otherwise meets the requirements of the Act.

Reliability and resiliency. This criterion evaluates if an alternative provides the following benefits:

- Prevention of interruption of collection system operation in the event of a flood or natural disaster.
- Physical “hardening” or waterproofing of pumps and electrical equipment.
- Relocation of critical equipment to less flood prone areas.

Enhanced operation and maintenance. This criterion examines if an alternative will add the following benefits:

- Lift stations and force mains will be more reliable.
- Easier access due to the conversion of LS01, LS02, LS03 and LS06 to submersible pump stations.
- Provision of a SCADA system.

5.1.3.2 Weighting of Criteria

The monetary factor was weighted at 40% and the non-monetary factor at 60%. Each non-monetary criterion was assigned a relative importance: Critical, Very Important, Important, Less Important; they were given a rating of 100, 75, 50 and 25, respectively. The weighting of each criterion was calculated as the fraction of the sum of the importance ratings of all criteria under the non-monetary factor. This fraction, multiplied by the factor weight, produces the overall weight for each criterion. **Table 5-5** summarizes the weight of each criterion.

Table 5-5 Factors and Weights Used to Compare Force Main Improvement Alternatives

Factor	Weight of Factor	Criterion	Importance	Importance Rating	Weighting	Weight of Criterion
Non-Monetary	60%	Compliance with SAHFI Requirements	Critical	100	0.36	21.8%
		Reliability & Resiliency	Critical	100	0.36	21.8%
		Enhanced Operation & Maintenance	Important	75	0.27	16.4%
		Sub-Total		275	1.00	60%
Monetary	40%	Cost	Critical	100		40%
Total						100%

5.1.3.3 Comparison of Lift Station Improvement Alternatives

5.1.3.3.1 Monetary Comparison

Alternative 3 has the lowest total construction cost and was assigned a score of 10. The scores for Alternatives 1 and 2 were calculated by dividing 10 by the ratio of their total construction cost over that of Alternative 3. Therefore, the higher the ratio is, the lower the score is. The details are shown in **Table 5-6**.

Table 5-6 Rating of Alternatives Based on Monetary Factor

Alternative	Description	Cost	Ratio over Construction Cost of Alternative 3	Score
Alternative 1	No improvements	\$0	0	N/A
Alternative 2	Limited improvements	\$6,704,691	1.00	10.0
Alternative 3	Full improvements	\$14,550,000	2.17	4.61

5.1.3.3.2 Non-Monetary Comparison

Non-Monetary evaluation of the alternatives is presented in **Table 5-7**. The scores of the criteria were given based on the best project understanding and a full score of 10 for each criterion. Alternative 3 scores 30, the highest, while Alternative 1 scores 0, the lowest. Alternative 2 scores 15. The weighted score of each criterion is shown in **Table 5-8**. It was calculated by multiplying the scores with its weighting. The total scores are 0, 6.2 and 7.8 for Alternatives 1, 2 and 3, respectively. **Alternative 3 scores the highest; therefore, it is the preferred alternative.**

Table 5-7 Scores of Lift Station Improvement Alternatives Based on Non-Monetary Factor

Non-Monetary Criterion	Alternative 1 No Improvements	Alternative 2 Limited Improvements	Alternative 3 Comprehensive Improvements
Compliance with SAHFI Requirements	0	5	10
Reliability & Resiliency	0	3	10
Enhanced Operation & Maintenance	0	3	10
Total	0	15	30

Table 5-8 Weighted Scores of Criteria for Lift Station Improvement Alternatives

Factor	Weight of Factor	Criterion	Weight of Criterion	Alternative 1	Alternative 2	Alternative 3
Non-Monetary	60%	Compliance with SAHFI Requirements	21.8%	0	1.09	2.18
		Reliability & Resiliency	21.8%	0	0.65	2.18
		Enhanced Operation & Maintenance	16.4%	0	0.49	1.64
Monetary	40%	Construction Cost	40%	-	4.00	1.84
Total			100%	0	6.2	7.8

5.2 FORCE MAIN IMPROVEMENTS

The force main between Lift Station 6 and the Master Lift Station, dubbed as **the main force main** in this report, has surpassed its design service life and needs to be replaced. The alignment of the existing main force main is presented in **Figure 5-3**. Based on the information available, the existing main force main consists of:

- 11,021 ft within SR A1A Right of Way (ROW) (10, 12 and 18 inches).
- 5,050 ft within the City's easements (10 inches).
- 3,576 ft along Ridge Road (12 inches).
- 1,008 ft in the backyards of private homes between Oceans Terrace and Sea Oats Circle (18 inches).
- 145 ft in easements east of LS04 (18 inches).

The total length is 20,800 ft, or 3.94 miles. The actual force main segment lengths may vary once the force main alignment is confirmed during preliminary design phase, which is outside the scope of this report.

5.2.1 Descriptions of Force Main Improvement Alternatives

The following three conceptual force main alignments for improvements were evaluated:

Alternative 1 – Alignment in easements (Figure 5-4). This alignment will be in the City's easements along the west side of A1A. The force main will be relocated to the City's easements if it is not there currently. It will be replaced in place if it is already in the easements. The City already possesses 15-ft easements in 147 parcels. However, the City will need to acquire easements from 27 additional parcels within the city limits and from 13 parcels outside the city limits. The City currently does not have easements in those 40 parcels based on the information the City provided to Mead & Hunt. **Obtaining easements in 40 parcels may be time consuming and very challenging, which may render this alternative unviable.**

Alternative 2 – Mixed alignment (Figure 5-5). The new force main will be located in the city's easements same as in Alternative 1 alignment from LS06 to Minerva Road; it then will go under the SR A1A most western travel lane between Minerva Road and Florida Shores Blvd. Then it will turn west to Florida Shores Blvd and then south to S Peninsular Drive, then east to Seaway Ave terminating at the MPS. The City will need to acquire easements from five parcels within the city limits. **In terms of easement acquisition or property access, the alternative is much more feasible than Alternative 1.**

As shown in **Figure 5-5**, there are two AT&T ductbanks in the most western travel of SR A1A, which prevent the proposed force main from continuing further south of Florida Shores Blvd.

This alternative will feature the longest force main and major alignment change; it will cause impacts on the force mains and pumping capacities of the lift stations as outlined below if force main improvements take place later than the lift station improvements:

- It will have slight impacts on the capacities of LS06, LS05, LS04 and LS03 as the new force main will be longer than the existing one, resulting in slightly higher total dynamic head (TDH) for the pumps and lower pumping capacities.
- LS07 capacity may be impacted as it can pump to the main force main directly rather than pumping to a LS05 gravity manhole as the new force main will be immediately next to the lift station. It will not be impacted if LS07 continues to pump to the LS05 manhole.
- LS10 capacity may be impacted as it can pump to the main force main directly rather than pumping to a LS04 gravity manhole. It will not be impacted if LS10 continues to pump to the LS04 manhole.
- LS11 capacity may be impacted as LS11 will pump to the main force main directly rather than pumping to a LS03 gravity manhole as the new force main will be immediately next to the lift station. It will not be impacted if LS11 continues to pump to the LS03 manhole.
- The capacities of LS03 and LS04 can be reduced due to less flows to them.

However, these impacts can be mitigated by selecting appropriate pumps which can accommodate two different conditions resulting from two distinct force main alignments – existing and Alternative 2. The pumps can be replaced as a last resort if they must be. The cost implication from pump replacement will not be significant compared with the overall project cost and other benefits of this alternative.

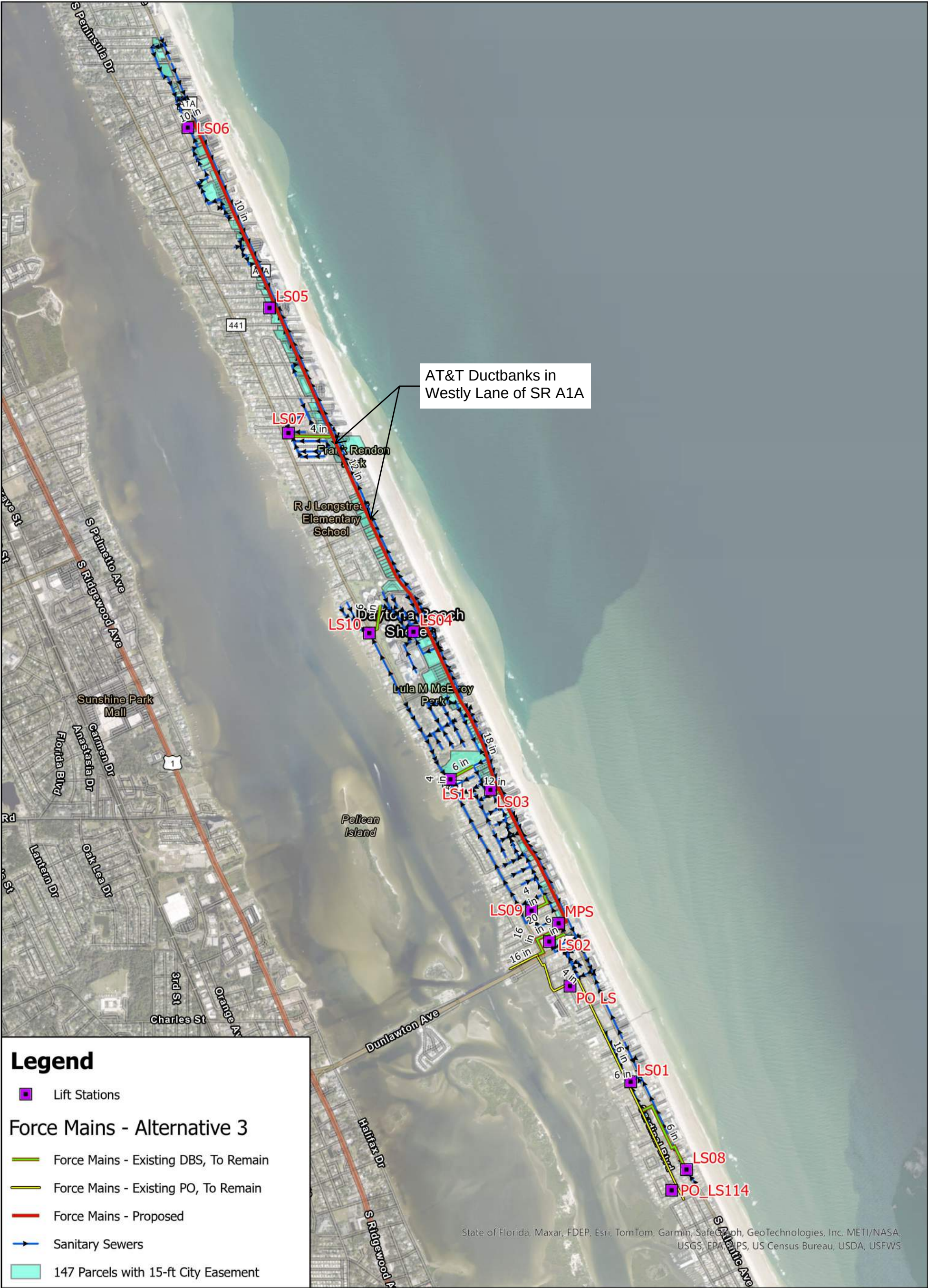
Alternative 3 – Alignment in an A1A travel lane (Figure 5-6). The new force main will be located in the most western southbound travel lane of SR A1A (the lane on east is ruled out due to workers' safety concerns during construction). This alignment will only be feasible when the force main improvements coincide with the SR A1A resurfacing project by the Florida Department of Transportation (FDOT). **This alternative will require advance concurrence by FDOT that the City can install and maintain the force main in the travel lane. The construction duration, phasing and sequences will have to be closely coordinated with FDOT.**

The FDOT SR A1A project number is FPID# 450666-1 and the project timeline is as follows:

- 60% design – Sep-Oct 2024
- Final design – Mar-Apr 2025
- Advertisement – Nov 2025
- Letting – 12/03/2025
- Construction – To begin in 2026 after spring break
- Construction duration – TBD.

In all three alternatives, the new force main will be mainly installed via horizontal directional drilling (HDD) to minimize the need for obtaining construction easements, excavations and utility conflicts. It will also save construction cost significantly because less site restoration (mainly pavement) will be required. The existing main force main will be grouted and abandoned if it remains in place.

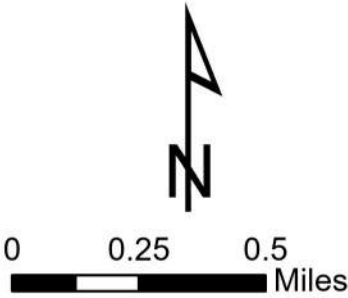




WASTEWATER SYSTEM FACILITY PLANNING FORCE MAINS - ALTERNATIVE 3

City of Daytona Beach Shores
Volusia County, FL

FIGURE 5-6



Tables 5-9, 5-10 and 5-11 summarize the lengths of force mains by size for the above three alternatives, respectively. The fore mains for LS01 through LS11 are also included in the summaries. Understandably, the lengths of force mains in Alternative 1 and Alternative 3 are approximately the same. Alternative 2 requires about 1,400 ft longer force mains as compared with Alternative 1.

Table 5-9 Summary of Force Mains - Alternative 1

Size (inches)	Existing Force Main To Remain (ft)	Proposed Force Main (ft)	Total (ft)
4	1,738		1,738
6	3,557		3,557
10		4,747	4,747
12	600	7,944	8,544
16	1,122		1,122
18		7,430	7,430
20	1,138		1,138
Total	8,156	20,121	28,277

Table 5-10 Summary of Force Mains - Alternative 2

Size (inches)	Existing Force Main To Remain (ft)	Proposed Force Main (ft)	Total (ft)
4	567	66	634
6	2,427		2,427
10		4,630	4,630
12		13,720	13,720
16	1,122		1,122
18		5,991	5,991
20	1,138		1,138
Total	5,256	24,407	29,663

Table 5-11 Summary of Force Mains - Alternative 3

Size (inches)	Existing Force Main To Remain (ft)	Proposed Force Main (ft)	Total (ft)
4	1,742	22	1,764
6	3,557		3,557
10	192	4,611	4,803
12	628	7,985	8,613
16	1,122		1,122
18		7,407	7,407
20	1,138		1,138
Total	8,380	20,025	28,406

5.2.2 Cost Estimate of Force Main Improvement Alternatives

Tables 5-12, 5-13 and 5-14 present the conceptual construction cost estimates for the above three alternatives, respectively. Alternative 3 would be the cheapest alternative while Alternative 2 would be the costliest one.

Table 5-12 Conceptual Construction Cost Estimate for Force Main Alternative 1

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	1	LS	\$298,147	\$298,147
2	Clearing & Grubbing	1	LS	\$50,000	\$50,000
3	Pre-Construction Video	1	LS	\$20,000	\$20,000
4	Filed Locate & Expose Existing Utilities	1	LS	\$200,000	\$200,000
5	Furnish & Install PVC/HDPE Force Mains				
	a) 4-inch		LF	\$50	
	b) 6-inch		LF	\$70	
	c) 10-inch	4,747	LF	\$100	\$474,706
	d) 12-inch	7,944	LF	\$120	\$953,259
	e) 16-inch		LF	\$150	
	f) 18-inch	7,430	LF	\$180	\$1,337,366
6	Gate Valves & Valve Boxes				
	a) 4-inch		EA	\$1,200	
	b) 6-inch		EA	\$1,500	
	c) 10-inch	5	EA	\$8,000	\$40,000
	d) 12-inch	8	EA	\$5,000	\$40,000
	e) 16-inch		EA	\$8,000	
	f) 18-inch	8	EA	\$12,000	\$96,000
7	Air-Release Valve Assembly	21	EA	\$10,000	\$210,000
8	Tie-Ins	4	EA	\$20,000	\$80,000
9	Swab Pipelines by "Pigging"	20,121	LF	\$5	\$100,604
10	Site Restoration	7,000	SY	\$200	\$1,400,000
11	Maintenance of Traffic	1	LS	\$200,000	\$200,000
12	Erosion & Turbidity Control/NPDES Permit Requirements	1	LS	\$50,000	\$50,000
13	Indemnification	1	LS	\$1,000	\$1,000
14	Layout/As-builts	1	LS	\$100,000	\$100,000
15	Electronic Marker Balls				
	a) Programmable	50	EA	\$100	\$5,000
	b) Non-Programmable	50	EA	\$100	\$5,000
16	Ductile Iron Fittings - Add or Delete	10	TN	\$10,000	\$100,000
17	Permits & Allowances	1	LS	\$500,000	\$500,000
	Total Direct Cost				\$6,261,082
	20% Contingency				\$1,252,216
	Total Construction Cost				\$7,513,299

Table 5-13 Conceptual Construction Cost Estimate for Force Main Alternative 2

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	1	LS	\$355,459	\$355,459
2	Clearing & Grubbing	1	LS	\$50,000	\$50,000
3	Pre-Construction Video	1	LS	\$20,000	\$20,000
4	Filed Locate & Expose Existing Utilities	1	LS	\$200,000	\$200,000
5	Furnish & Install PVC/HDPE Force Mains				
	a) 4-inch	66	LF	\$50	\$3,300
	b) 6-inch		LF	\$70	\$0
	c) 10-inch	4,630	LF	\$100	\$463,000
	d) 12-inch	13,720	LF	\$120	\$1,646,400
	e) 16-inch		LF	\$150	\$0
	f) 18-inch	5,991	LF	\$180	\$1,078,380
6	Gate Valves & Valve Boxes				
	a) 4-inch	2	EA	\$1,200	\$2,400
	b) 6-inch	1	EA	\$1,500	\$1,500
	c) 10-inch	5	EA	\$8,000	\$40,000
	d) 12-inch	14	EA	\$5,000	\$70,000
	e) 16-inch		EA	\$8,000	\$0
	f) 18-inch	7	EA	\$12,000	\$84,000
7	Air-Release Valve Assembly	26	EA	\$10,000	\$260,000
8	Tie-Ins	6	EA	\$20,000	\$120,000
9	Swab Pipelines by "Pigging"	24,407	LF	\$5	\$122,035
10	Site Restoration	8,667	SY	\$200	\$1,733,333
11	Maintenance of Traffic	1	LS	\$300,000	\$300,000
12	Erosion & Turbidity Control/NPDES Permit Requirements	1	LS	\$50,000	\$50,000
13	Indemnification	1	LS	\$1,000	\$1,000
14	Layout/As-builts	1	LS	\$100,000	\$100,000
15	Electronic Marker Balls				
	a) Programmable	65	EA	\$100	\$6,500
	b) Non-Programmable	65	EA	\$100	\$6,500
16	Ductile Iron Fittings - Add or Delete	11	TN	\$10,000	\$110,000
17	Permits & Allowances	1	LS	\$500,000	\$500,000
	Total Direct Cost				\$7,316,766
	20% Contingency				\$1,463,353
	Total Construction Cost				\$8,780,119

Table 5-14 Conceptual Construction Cost Estimate for Force Main Alternative 3

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	1	LS	\$241,600	\$241,600
2	Clearing & Grubbing	1	LS	\$50,000	\$50,000
3	Pre-Construction Video	1	LS	\$20,000	\$20,000
4	Filed Locate & Expose Existing Utilities	1	LS	\$200,000	\$200,000
5	Furnish & Install PVC/HDPE Force Mains				
	a) 4-inch	22	LF	\$50	\$1,099
	b) 6-inch		LF	\$70	
	c) 10-inch	4,611	LF	\$100	\$461,087
	d) 12-inch	7,985	LF	\$120	\$958,249
	e) 16-inch		LF	\$150	
	f) 18-inch	7,407	LF	\$180	\$1,333,242
6	Gate Valves & Valve Boxes				
	a) 4-inch	1	EA	\$1,200	\$1,200
	b) 6-inch		EA	\$1,500	
	c) 10-inch	5	EA	\$8,000	\$40,000
	d) 12-inch	8	EA	\$5,000	\$40,000
	e) 16-inch		EA	\$8,000	
	f) 18-inch	8	EA	\$12,000	\$96,000
7	Air-Release Valve Assembly	21	EA	\$10,000	\$210,000
8	Tie-Ins	4	EA	\$20,000	\$80,000
9	Swab Pipelines by "Pigging"	20,025	LF	\$5	\$100,126
10	Site Restoration	2,000	SY	\$200	\$400,000
11	Maintenance of Traffic	1	LS	\$100,000	\$100,000
12	Erosion & Turbidity Control/NPDES Permit Requirements	1	LS	\$30,000	\$30,000
13	Indemnification	1	LS	\$1,000	\$1,000
14	Layout/As-builts	1	LS	\$100,000	\$100,000
15	Electronic Marker Balls				
	a) Programmable	50	EA	\$100	\$5,000
	b) Non-Programmable	50	EA	\$100	\$5,000
16	Ductile Iron Fittings - Add or Delete	10	TN	\$10,000	\$100,000
17	Permits & Allowances	1	LS	\$500,000	\$500,000
	Total Direct Cost				\$5,073,603
	20% Contingency				\$1,014,721
	Total Construction Cost				\$6,088,323

5.2.3 Comparison of Force Main Improvement Alternatives

The three alternatives were compared based on monetary and non-monetary factors. Monetary factor is represented by the total construction cost estimates. Seven criteria were included in the non-monetary factor. Each criterion was rated and weighted to score each alternative. The alternative with the highest score is the preferred alternative.

5.2.3.1 Non-Monetary Criteria

Non-monetary criteria include the following:

- **Property Access** – Involves easement acquisition or property access from private property owners, and access to FDOT's right of way and A1A travel lane for force main installation and maintenance.
- **Maintenance of Operation** – It refers to uninterrupted operation of the wastewater system to avert sanitary overflows and spills, and the extent of bypass pumping required.
- **Impact on Lift Stations** – It examines whether an alternative will require considerable force main extensions, and cause hydraulic impact on the lift station capacities.
- **Utility Conflicts** – It compares the complexity of potential utility conflicts and the extent of coordination with various utility providers to resolve the conflicts.
- **Construction Duration** – It evaluates which alternative may take the longest construction time due to various factors.
- **Public Impact** – It assesses the impact of construction on the daily activities of the public.
- **Permitting** – It identifies the permitting requirements.

5.2.3.2 Weighting of Criteria

The monetary factor was weighted at 30% and the non-monetary factor at 70%. Each non-monetary criterion was assigned a relative importance: Critical, Very Important, Important, Less Important; they were given a rating of 100, 75, 50 and 25, respectively. The weighting of each criterion was calculated as the fraction of the sum of the importance ratings of all criteria under the non-monetary factor. This fraction, multiplied by the factor weight, produces the overall weight for each criterion. **Table 5-15** lists the weight of each criterion.

Table 5-15 Factors and Weights Used to Compare Force Main Improvement Alternatives

Factor	Weight of Factor	Criterion	Importance	Importance Rating	Weighting	Weight of Criterion
Non-Monetary	70%	Property Access	Critical	100	0.20	14.0%
		Maintenance of Operation	Critical	100	0.20	14.0%
		Impact on Lift Stations	Critical	100	0.20	14.0%
		Utility Conflicts	Important	75	0.15	10.5%
		Project Duration	Less Important	25	0.05	3.5%
		Public Impacts	Important	50	0.10	7.0%
		Permitting	Important	50	0.10	7.0%
		Sub-Total			500	1.00
Monetary	30%	Construction Cost	Critical	100		30%
					Total	100%

5.2.3.3 Comparison of Force Main Improvement Alternatives

5.2.3.3.1 Monetary Comparison

Alternative 3 has the lowest total construction cost and was assigned a score of 10. The scores for Alternatives 1 and 2 were calculated by dividing 10 by the ratio of their total construction cost over that of Alternative 3. Therefore, the higher the ratio is, the lower the score is. The details are shown in **Table 5-16**.

Table 5-16 Rating of Alternatives Based on Monetary Factor

Alternative	Alignment	Construction Cost	Ratio over Construction Cost of Alternative 3	Score
Alternative 1	In easements west of SR A1A	\$7,513,299	1.23	8.10
Alternative 2	Mixed alignment	\$8,780,119	1.44	6.93
Alternative 3	In an 1A travel lane	\$6,088,323	1.00	10.0

5.2.3.3.2 Non-Monetary Comparison

Non-Monetary evaluation of the alternatives is presented in **Table 5-17**, **Table 5-18** and **Table 5-19** for the three alternatives, respectively. The scores of the criteria were given based on the best project understanding and a full score of 10 for each criterion. On each criterion, the best alternative scores 10.

Table 5-17 Evaluation of Non-Monetary Criteria for Force Main Improvement Alternative 1

Non-Monetary Criterion	Score	Reasons for Rating
Property Access	1	- the City will need to acquire easements from 27 additional parcels within the city limits and from 13 parcels outside the city limits. - Easement acquisitions may be very difficult and time consuming.
Maintenance of Operation	7	- The sections of force main currently in the City's 15-ft easements will need to be removed and replaced with new one. This will require bypass pumping during construction. - The operations of LS06, LS05, LS04 and LS03 will be impacted. Bypass pumping will be required to convey flow during construction. - The MPS will be impacted to some degree during construction.
Impact on Lift Stations	10	Once lift station design flows are confirmed, the force main alignment of this alternative will have negligible impact on the lift station capacities as the alignment almost tracks the existing alignment.
Utility Conflicts	6	Many utility conflicts and coordination to resolve the conflicts are anticipated.
Project Duration	4	Easement acquisitions and utility coordination may significantly impact project schedule.
Public Impacts	5	- Closing of sidewalks and a A1A lane at some locations during construction will cause inconvenience to the public. - Some businesses may be impacted during construction.
Permitting	8	The following permits will be required: - FDEP Form 62-604.300(3)(a), F.A.C., Notification/Application For Constructing A Domestic Wastewater Collection/Transmission System. - FDOT Utility Permit. - SJRWMD Environmental Resources Permit (ERP). - Volusia County Use of Right of Way Permit.

Table 5-18 Evaluation of Non-Monetary Criteria for Force Main Improvement Alternative 2

Non-Monetary Criterion	Score	Reasons for Rating
Property Access	10	▪ The City will need to acquire easements from five parcels within the city limits, which should be relatively easy.
Maintenance of Operation	10	▪ This alternative will have the least impact on maintenance of operation. ▪ The operations of LS06, LS05, LS04 and LS03 will be impacted. Bypass pumping will be required to convey flow during construction. ▪ LS04 and LS03 force mains will need to be rerouted. ▪ The operations of LS07, LS10 and LS11 will be impacted if their force mains will be tied into new force main in the immediate vicinity. ▪ The MPS will be impacted to some extent during construction.
Impact on Lift Stations	7	If the lift station improvements take place earlier than the force main improvements, the lift stations will need to be sized to accommodate two different conditions resulting from two distinct force main alignments. Details are as follows: ▪ The force main alignment of this alternative will impact on the capacities of LS06, LS05, LS04 and LS03 as the alignment is longer than the existing alignment. ▪ LS07 capacity will be impacted if LS07 will pump to the main force main directly rather than pumping to the LS05 gravity sewer. ▪ LS10 capacity will be impacted if LS10 will pump to the main force main directly rather than pumping to the LS04 gravity sewer. ▪ LS11 capacity will be impacted if LS11 will pump to the main force main directly rather than pumping to the LS03 gravity sewer. ▪ LS05, LS04 and LS03 may be downsized. However, the impacts can be mitigated during design of the lift station improvements.
Utility Conflicts	10	▪ Many utility conflicts and coordination to resolve the conflicts are anticipated, but to a less extent than those for Alternative 1.
Project Duration	8	▪ Utility coordination may significantly impact project schedule, but they are more manageable than those for Alternative 1.
Public Impacts	6	▪ Closing of sidewalks and a A1A lane at some locations during construction will cause inconvenience to the public. ▪ Some businesses may be impacted during construction, but less than Alternative 1. ▪ Traffic on S Peninsula Dr will be affected during construction.
Permitting	10	The following permits will be required: • FDEP Form 62-604.300(3)(a), F.A.C., Notification/Application For Constructing A Domestic Wastewater Collection/Transmission System. • FDOT Utility Permit. • SJRWMD Environmental Resources Permit (ERP). • Volusia County Use of Right of Way Permit.

Table 5-19 Evaluation of Non-Monetary Criteria for Force Main Improvement Alternative 3

Non-Monetary Criterion	Score	Reasons for Rating
Property Access	7	▪ This alternative requires advance concurrence by FDOT that the City can install and maintain the force main in the travel lane. Otherwise, this alternative is infeasible.
Maintenance of Operation	2	▪ Due to more than half of the existing force main is already in the most western southbound travel lane of SR A1A, significant interruption and bypass pumping are anticipated. ▪ The operations of LS06, LS05, LS07, LS04 and LS03 will be impacted. Bypass pumping will be required to convey flow. ▪ The MPS will be impacted.
Impact on Lift Stations	9	▪ Once lift station design flows are confirmed, the force main alignment of this alternative will have negligible impact on the lift station capacities as the alignment almost tracks the existing alignment.
Utility Conflicts	4	▪ Conflict with two existing AT&T ductbanks. ▪ Conflicts with existing force main. ▪ Many other utility conflicts and coordination to resolve the conflicts are anticipated.
Project Duration	10	▪ Construction duration, phasing and sequences need to be coordinated with FDOT.
Public Impacts	10	▪ Closing of the most western southbound A1A lane and sidewalks at some locations during construction will cause inconvenience to the public, but less than Alternative 1. ▪ Some businesses may be impacted during construction, but less than Alternative 1.
Permitting	7	The following permits will be required: • FDEP Form 62-604.300(3)(a), F.A.C., Notification/Application For Constructing A Domestic Wastewater. Collection/Transmission System. • FDOT Utility Permit – the hardest among the three alternatives. • SJRWMD Environmental Resources Permit (ERP). • Volusia County Use of Right of Way Permit.

5.2.3.3.3 Summary of Comparison of Force Main Improvement Alternatives

Table 5-20 summarizes the scores of the non-monetary criteria of the three alternatives. Alternative 2 scores 58, the highest, while Alternative 1 scores 41, the lowest. Alternative 3 scores 52. The weighted score of each criterion is shown in **Table 5-21**. It was calculated by multiplying the scores with its weighting. The total scores are 6.6, 8.3 and 7.5 for Alternatives 1, 2 and 3, respectively. **Alternative 2 scores the highest; therefore, it is the preferred alternative.**

Table 5-20 Summary of Scores of Force Main Improvement Alternatives Based on Non-Monetary Factor

Non-Monetary Criterion	Alternative 1	Alternative 2	Alternative 3
Property Access	1	10	7
Maintenance of Operation	7	10	2
Impact on Lift Stations	10	7	9
Utility Conflicts	6	10	4
Project Duration	4	8	10
Public Impacts	5	6	10
Permitting	8	10	7
Total	41	58	52

Table 5-21 Weighted Scores of Criteria for Force Main Improvement Alternatives

Factor	Weight of Factor	Criterion	Weight of Criterion	Alternative 1	Alternative 2	Alternative 3
Non-Monetary	70%	Property Access	14.0%	0.14	1.40	0.98
		Maintenance of Operation	14.0%	0.98	1.40	0.28
		Impact on Lift Stations	14.0%	1.40	0.98	1.26
		Utility Conflicts	10.5%	0.63	1.05	0.42
		Construction Duration	3.5%	0.14	0.28	0.35
		Public Impacts	7.0%	0.35	0.42	0.70
		Permitting	7.0%	0.56	0.70	0.49
Monetary	30%	Construction Cost	30%	2.43	2.08	3.00
Total			100%	6.6	8.3	7.5

6 OTHER STATE RESOLVING FUND REQUIREMENTS

The other SRF requirements are described below.

6.1 PUBLIC HEARING / DEDICATED REVENUE HEARING

As a requirement of the Clean Water State Revolving Fund loan program, the Facility Plan must be advertised in a publication with a circulation of 50,000 or more, and be allowed for public comment and review of the Capital Financing Plan and the alternatives proposed within thirty days. The City will make the Facility Plan available to the public for a thirty-day period following the day of publication to review and provide comments for consideration.

6.1.1 Resolution Approving Facility Plan and Capital Financing Plan

A Public Hearing was held to present this Facilities Plan to the public for review and comment prior to adoption of the Plan by the City of Daytona Beach Shores City Commission. The selected alternatives were discussed, and the environmental and cost impacts were presented. This allowed for the public to participate in the evaluation of the alternatives as well as any potential financial impacts to affected parties. **Appendix A** contains a copy of the Notice of Public Hearing and a copy of the Resolution adopted by the Commission.

6.2 FISCAL SUSTAINABILITY / ASSET MANAGEMENT PLANNING

As part of the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law on June 10, 2014. Title VI of the Federal Water Pollution Control Act (FWPCA) requires a loan recipient to certify regarding the development and implementation of a fiscal sustainability plan. The City of Daytona Beach Shores has provided the executed fiscal sustainability plan certification as part of **Appendix B** and will provide the completed plan for all projects upon construction conclusion.

Regarding the implementation of an asset management plan, the City has not yet established a plan for their system. However, the City has just completed mapping and inspecting all its sewer manholes and is developing a maintenance and rehabilitation plan.

6.3 REGULATORY AGENCY REVIEW

6.3.1 Florida Department of Environmental Protection

FDEP is the lead agency dealing with issues of environmental quality with regulatory authority encompassing large and small quantity hazardous waste generators, air pollution emissions, solid waste disposal, potable water usage, dredge and fill permitting, and development in environmentally sensitive areas. FDEP is the State agency with regulatory authority over the use of submerged lands and waters. FDEP is also charged with protecting and conserving Florida's natural resources and managing State owned land and aquatic preserves. The City of Daytona Beach Shores service area is within the Central District of FDEP headquartered in Orange County.

6.4 IMPLEMENTATION

The City of Daytona Beach Shores has the sole responsibility and authority to implement the recommended improvements.

6.5 SCHEDULE FOR IMPLEMENTATION

Under the SRF program, entities who wish to receive funding must receive project and funding approval before construction may take place. This Facility Plan, along with the Capital Financing Plan, biddable plans and specifications with all necessary permits to construct the selected improvements must be approved by FDEP for the entity to receive SAHFI/SRF funding for the proposed improvements.

Adoption of the Plan by the City of Daytona Beach Shores City Commission is a necessary step to establish eligibility for the SAHFI/SRF program, however, adoption of the Plan in no way commits the City of Daytona Beach Shores to constructing the improvements, furthermore it does not commit the City to receiving a loan, and it also does not commit the SAHFI/SRF program to provide funding to the City.

7 APPENDICES

Appendix A - Notice of Public Hearing and a Copy of the Resolution Adopted by the City Commission

Appendix B - Fiscal Sustainability Plan Certification



CITY COMMISSION AGENDA MEMORANDUM JULY 23, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Resolution 2024-11 Adoption of a Proposed Millage Rate for FY 2024-25

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 2024-2025 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 an 8.78% increase over the roll-back rate of 4.2175%. This proposed rate is the same rate as last year, FY 2023-24 millage 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 8.78% increase in tax rate from FY 2023-2024; this rate is 8.78% higher than the roll back rate of 4.2175 mills. With the increase in Daytona Beach Shores' property values certified by the Volusia County Property Appraiser the proposed tax rate is 8.78% above the roll back rate.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of a proposed millage rate for fiscal year 2024-2025 based on the budget workshop discussion.

SUGGESTED MOTION:

Adopt Resolution 2024-11 as written or amended by Commission's discussion at the budget workshop.

ATTACHMENT: 1. Resolution 2024-11 Proposed Millage

RESOLUTION 2024-11

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, SETTING THE PROPOSED MILLAGE RATES FOR THE CITY FOR FISCAL YEAR 2024-2025; 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 \$4.2175 per \$1,000 of taxable value for the City of Daytona Beach Shores.

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

SECTION ONE: The millage rate for the current fiscal year 2023-2024 is \$4.5880 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 2024-2025. This proposed millage rate is an increase of 8.78% above the rolled-back rate of \$4.2175 mills.

SECTION THREE: The date and time of the Tentative Millage Rate hearing shall be Monday, September 9, 2024 at 6:00 pm in the Commission 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 _____, 2024



CITY COMMISSION AGENDA MEMORANDUM JULY 23, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Ordinance 2024-20 Service Use Charge-Lien for Unpaid Bills

SYNOPSIS:

The City of Daytona Beach Shores relies on water consumption reports from the City of Port Orange and Daytona Beach to bill sewer usage to customers. The information is sent to the city after each city bills its water customers, which is 30-45 days after usage. This means the city is invoicing sewer usage 45-60 days after usage. Current invoicing bills in arrears.

According to the Appendix "G", land development code, section 12-4.32 entitled "Service Use Charge" section 6. "Lien for Unpaid Bills" the city can lien property at such time as there has been a failure to pay for 120 days. Invoices outstanding at 120 days can have a letter sent, giving 30 days from mailing to pay the unpaid balance before a lien can be recorded. This time frame allows for outstanding invoices to be unpaid for 195-210 days from usage and outstanding amounts can be in the thousands of dollars for some accounts. If these properties sell or change lessee during this time the outstanding balance becomes a write-off for the city.

Ordinance 2024-20 would allow the city to send letters to sewer customers that have failed to pay for their service for a period of 60 days rather than 120 or if the outstanding amount reaches \$2,000.00 and lien the property if the customer fails to pay the city for billed services.

FISCAL IMPACT STATEMENT:

Ordinance 2024-20 will have an impact on any businesses in the City of Daytona Beach Shores that do not pay their utility bills within 60 days of bill due date.

BACKGROUND:

The City of Daytona Beach Shores relies on water consumption reports from the City of Port Orange and Daytona Beach to bill sewer usage to customers. The information is sent to the city after each city bills its water customers, which is 30-45 days after usage. This means the city is invoicing sewer usage 45-60 days after usage. Current invoicing bills in arrears.

According to the Appendix "G", land development code, section 12-4.32 entitled "Service Use Charge" section 6. "Lien for Unpaid Bills" the city can lien property at such time as there has been a

failure to pay for 120 days. Invoices outstanding at 120 days can have a letter sent, giving 30 days from mailing to pay the unpaid balance before a lien can be recorded. This time frame allows for outstanding invoices to be unpaid for 195-210 days from usage and outstanding amounts can be in the thousands of dollars for some accounts. If these properties sell or change lessee during this time the outstanding balance becomes a write-off for the city.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-20 as presented.

SUGGESTED MOTION:

I move to approve Ordinance 2024-20 on first reading as presented.

- ATTACHMENT:**
1. Ord. 2024-20 Service Use Charge
 2. Ordinance 2024-20 - Business Impact Estimate

ORDINANCE 2024-20

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO SEWER SERVICE, AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX “G”, LAND DEVELOPMENT CODE, SECTION 12-4.32. ENTITLED “SERVICE USE CHARGE,” PROVIDING FOR THE AMENDMENT OF LIEN FOR UNPAID BILLS TO BE UPDATED FROM 120 DAYS TO 60 DAYS OR \$2,000.00 WHICHEVER OCCURS FIRST TO PROTECT THE CITY OF DAYTONA BEACH SHORES FROM UTILITY WRITE-OFFS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Daytona Beach Shores administers a sewer utility service to residents within the city and neighboring municipalities. These services are billed thirty (30) days in arrears as the city does not have its own water utility and relies on the water consumption from the cities of Daytona Beach and Port Orange; and

WHEREAS, the city has seen an increase in unpaid utility bills since the onset of Hurricanes Ian and Nicole with account holders unwilling to work out a payment arrangement with the city; and

WHEREAS, properties have sold prior to a lien being assessed on the property and according to Florida Statute 180.135 municipalities are unable to assess outstanding utility charges of the former occupant on the current occupant.

WHEREAS, the City Commission of the City of Daytona Beach Shores finds this Ordinance is in the best interest and welfare of the citizens; and

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

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

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

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

SECTION ONE. LEGISLATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Daytona Beach Shores hereby adopts the above Whereas clauses, and the city staff report relating to this Ordinance as additional legislative findings which shall not be codified as a part of this Ordinance.

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

SECTION TWO. Section 12-4.32, Land Development Code, Chapter 12, Appendix “G”, Code of Ordinances of the City of Daytona Beach Shores, entitled “Service Use Charge,” is amended to read as follows:

12-4.32. Service Use Charge.

1.*Levied; Rate.* There is hereby levied and imposed a sewer service use charge as is currently in effect for each one thousand (1,000) gallons or part thereof consumed per month thereafter which service use charge shall be imposed on each customer of water in the city. The service use charge shall continue to be reviewed annually to revise the rates as necessary to ensure that adequate revenues are generated to pay the cost of operation and maintenance, including replacement and treatment cost increases, and that the system provides for proportional distribution of costs among users. The city will notify users annually of the rate structure in effect to adequately maintain adequate revenues and the City Manager, or designee, may take all necessary administrative actions to implement the rate structure of the city as it may be modified from time-to-time.

a.*Levied rate for out-of-City customers connected to the Sewer System.* There is hereby levied and imposed a service use charge equal to one hundred fifty (150) percent of the service use charge specified in section 12-4.32.1 for those properties connected to the Sewer System that are not within the city limits of Daytona Beach Shores. Minimum charges and initial service billings shall reflect this surcharge.

2.*Sewage Credits; Service Charge.* Sewage credits shall be issued for water line leaks due to breakage or for water used to fill pools or cooling towers or for water used for irrigation and sprinkler systems which do not impact the sanitary sewage system when such occurrences are found to have been proven to have occurred by the customer receiving service. Any person wishing to receive credit for filling a pool must

notify the city and pay a fifteen dollar (\$15.00) service charge at least forty-eight (48) hours in advance. The city sewer department must read the water meter both before and after a pool is filled for a sewer credit to be issued. Any person wishing to receive a sewage credit for water used in cooling towers or for irrigation and sprinkler systems must have a separate certified water meter installed specifically for this purpose at their cost. Any person wishing to receive credit for water line leaks due to breakage whereupon water leakage has occurred from said water line that does not impact the sanitary sewage system must submit a formal request for credit with documentation to include a city plumbing permit indicating repair of the leak by a licensed plumbing contractor or property owner with an invoice of the material used for the repair. The sewer department shall, upon receipt by the city of a formal request with aforementioned documentation, perform an inspection and verify that no impact occurred, as a result of said water line leak, to the sanitary sewage system. Upon proper verification by the sewer department, the finance department shall review the previous twenty-four (24) months billings.

The City Manager may issue a credit in the following manner: The credit issued shall be for excess water consumption billed during the period in which the leak occurred and the credit shall be for excess consumption above the annual average for the previous twelve (12) months but in no way shall the sewer billing for the period in which the leak occurred be less than the consumption during the same period the previous year.

3.Payment. This sewage charge shall be paid at City Hall or the city's banking institution, the address of which shall be printed on the sewage bill, by each person responsible for the payment of their respective water bill. Payment is due upon receipt and shall be considered delinquent if not paid by the stated due date on the sewer billing. Payments received at the city's banking institution on the stated due date must arrive there before the institution's daily cutoff time otherwise they will be credited to the customer's account on the following business day resulting in a delinquency. The city shall not accept postmarked dates for payment of bills due the city. Payments shall only be accepted without penalty when they are received by the due date and not by the date postmarked. The city shall not be responsible for delay or loss of mail.

4.Late Charges. A ten (10) percent late charge shall be assessed on all billings paid later than the fifteenth day of the month. At that time, any previously exempted or otherwise unpaid deposits will be charged to the customer's account. Billings delinquent three (3) or more times during any twelve (12) calendar months shall be assessed an additional deposit in the amount of one hundred dollars (\$100.00) or three (3) months' average billing, based upon the prior twelve (12) months' water consumption, whichever is greater. Upon notification, from Daytona Beach or Port Orange that water service to said premises has been disconnected, this deposit will be applied to the customer's bill. Late charges and additional deposits shall be included on subsequent billing statements.

5. *Water Disconnection.* In any case wherein the charges of sewer service remain unpaid for thirty (30) days after the initial date of billing, the city shall take the necessary actions to cause water service to be disconnected to the premises where the charges have accrued. A door tag indicating the disconnection of service shall be posted at the premises. The failure to note or receive such notice shall not be cause for reconnection of service. Prior to reconnection, payment shall be made to the city in cash, money order, certified or cashier's check. Said payment shall be full payment and shall include all past due amounts, including penalties, current amounts due for city Services, and an additional deposit as required by section 12-4.32.4. Interlocal agreements with the cities of Port Orange and Daytona Beach are in effect and provide for discontinued water service to delinquent customers.

6. *Lien for Unpaid Bills.* If the failure to pay the service charge continues for a period of ~~one hundred twenty (120)~~ sixty (60) days or \$2,000.00 from when said charge has become due, the city shall send to the property owner of record for said bill a notice that a lien for the unpaid sewage charges will be placed upon the real property so served. This notice shall be sent by certified mail return receipt requested. If, within thirty (30) days of the mailing of this letter, the city has not received a payment in full, it shall be entitled to impose a lien upon the real property so served. This lien shall be recorded in the Public Records of Volusia County, Florida and may be foreclosed upon in a manner as provided in F.S. § 159.17. The city shall be entitled to its attorneys' fees and costs in the foreclosure proceedings.

7. *Minimum Charge.* A minimum charge of three thousand (3,000) gallons per month shall be levied on each user and/or property owner where sewer lines serve the property. The City of Daytona Beach Shores shall have, and at all times reserves, the power and right to not accept the meter read data as provided by other government agencies for any City of Daytona Beach Shores utility client for any billing periods, and invoice its sewer utility customers for any billing periods' sewer utility utilization based on the higher of the following measures: (1) the utilization meter reading(s) from the identical billing period(s) in the prior year; (2) the average utilization meter reading for the latest preceding 3-month billing period wherein such reading is deemed by the City of Daytona Beach Shores to be an accurate reflection of use; (3) the average utilization meter reading for the latest preceding 12-month billing period wherein such reading is deemed by the City of Daytona Beach Shores to be an accurate reflection of use.

8. *Exemptions.* Properties in the city where there is no sewer service available at the property line of said properties or properties which are connected to another municipality's sewer system are exempt from the provisions of this section.

9. *Changes in Rates.* Revisions to the rates may be implemented by adoption of a resolution by the City Commission.

SECTION THREE: IMPLEMENTING ADMINISTRATIVE ACTIONS.

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

SECTION FOUR: SAVINGS.

The prior actions of the City of Daytona Beach Shores relating to the liening of property due to unpaid utility bills, and any and all matters relating thereto, are hereby ratified and affirmed.

SECTION FIVE: CODIFICATION.

The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word; provided, however, that Sections Three, Four, Five, Six, Seven and Eight shall not be codified.

SECTION SIX: CONFLICTS.

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

SECTION SEVEN: SEVERABILITY.

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

SECTION EIGHT: EFFECTIVE DATE.

This Ordinance shall become effective upon its adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

Business Impact Estimate Form

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

Proposed ordinance’s title/reference:

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO SEWER SERVICE, AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX “G”, LAND DEVELOPMENT CODE, SECTION 12-4.32. ENTITLED “SERVICE USE CHARGE,” PROVIDING FOR THE AMENDMENT OF LIEN FOR UNPAID BILLS TO BE UPDATED FROM 120 DAYS TO 60 DAYS OR \$2,000.00 WHICHEVER OCCURS FIRST TO PROTECT THE CITY OF DAYTONA BEACH SHORES FROM UTILITY WRITE-OFFS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

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

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

Business Impact Estimate:

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

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

Ordinance 2024-20 serves to protect the public health, safety, morals and welfare by providing for the ability of the city to lien property for unpaid utility bills after 60 days rather than 120 days or an outstanding balance of \$2,000.00 or more.

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

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

There are no direct compliance costs that businesses may incur due to Ordinance 2024-20.

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

There are no new fees or charges associated with Ordinance 2024-20.

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

There will be no regulatory costs associated with Ordinance 2024-20.

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

Ordinance 2024-20 will have an impact on any businesses in the City of Daytona Beach Shores that do not pay their utility bills within 60 days of bill due date.

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

Utility bills are billed 30-45 days in arrears due to the city not having its own water source and having to rely on the City of Daytona Beach or Port Orange for consumption records. When a customer is 60 days in arrears the usage billed on the outstanding invoices is 90-105 days old.

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



CITY COMMISSION AGENDA MEMORANDUM JULY 23, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Pedestrian Beach Access At Sanibel Condominium, 3799 S. Atlantic Avenue

SYNOPSIS:

The purpose of this agenda item is for the City Commission to provide direction to staff and the City Attorney on whether to formally accept an existing pedestrian beach access on the south side of the Sanibel Condominium located at 3799 S. Atlantic Avenue, adjacent to the Volusia County Emilia Avenue Beach Approach, which also contains a pedestrian beach access sidewalk on its south side (see attached). Below is a brief chronology of related events.

1. On May 25, 2005, the Daytona Beach Shores City Council approved the construction of the 65-unit Sanibel Residential Condominium at 3799 S. Atlantic Avenue.
 - a. At the time of site plan approval, the City's Land Development Code required new beachside development to provide a seven-foot public pedestrian beach access from S. Atlantic Avenue to the beach, including a dune walkover (Sec. 14-18.5, LDC).
 - b. The approved site plan depicted a seven-foot public pedestrian beach access on the south side of the property.
 - c. Beach accesses were typically inspected and dedicated to the city prior to the issuance of a certificate of occupancy.
2. In September 2008, the Sanibel Condominium received its Certificate of Occupancy (CO).
 - a. The Sanibel beach access was built prior to the issuance of the CO.
 - b. The subject beach access was not dedicated to the City nor was the beach access accepted by the city as prescribed by Sec. 7.05 of the Daytona Beach Shores Charter, which states: *"No street[s], alleys, parks or other areas hereafter dedicated to public use by the owner of land in the city shall be deemed a public street, alley or other area, or under the care and control of the city, unless the dedication be accepted and confirmed **by ordinance** passed for such purpose, or as otherwise required by the provisions of this charter or city ordinance relating to subdivision."*
 - c. The city maintained the Sanibel beach access as if dedication had occurred.

3. In 2022 the City of Daytona Beach Shores coastline was severely impacted by Hurricanes Ian and Nicole. All the City's beach access/dune walkovers were impacted in some way. The Sanibel beach access was completely lost.
4. In 2023, while undergoing the FEMA reimbursement qualification process for the 2022 hurricanes, staff discovered item 2.b above.
 - a. Staff conferred with City Attorney's Office to determine the legal status of the facts.
 - b. Staff advised the Sanibel Condo accordingly of the above and had conversations with Condo representatives regarding City Staff's position.
5. In May 2024, due to the policy nature of this issue, staff advised the Sanibel Condo that this item would have to be heard by the City Commission for a formal determination regarding a path moving forward.

The Sanibel Condominium has provided a position paper (attached) regarding this issue. The City Commission may direct staff and the City Attorney to draft the requisite documents for (1) formal acceptance of the beach access, which may thereafter require the reconstruction of the sidewalk and dune walkover components of the beach access, or, (2) vacate interest in the beach access.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

The City Commission may direct staff and the City Attorney to draft the requisite documents for (1) formal acceptance of the beach access, which may thereafter require the reconstruction of the sidewalk and dune walkover components of the beach access, or, (2) vacate interest in the Sanibel beach access.

SUGGESTED MOTION:

A City Commissioner may move as follows:

1. "I move to formally accept the Sanibel beach access."
- OR
2. "I move to vacate interest in the Sanibel beach access."

- ATTACHMENT:**
1. Sanibel Condo 2024-07-12 City Commission Statement
 2. Sanibel Beach Access Aerial & Street Views



STOVASH • CASE • SHAY • PEARCE

Attorneys for your Business

ROBERT J. STOVASH
ROBERT L. CASE
AMY S. SHAY
MATTHEW J. PEARCE*
CAROLYN S. CRICHTON**
RACHEL E. SCHERWIN
JOSEPH E. SOMAKE
STEPHEN CHAMBERS
*Also licensed in Georgia
**Also licensed in Colorado

OF COUNSEL

EDWARD R. ALEXANDER, JR.

July 12, 2024

Via Overnight Mail Delivery

Commissioners for the City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Attn: Stewart Cruz, Community Services Director

*Re: July 23, 2024, Presentation Materials of Sanibel Condominium Association
3799 S. Atlantic Avenue*

Dear Commissioners:

This law firm represents the Sanibel Condominiums Association, Inc. ("Sanibel"). Sanibel is the property owners' association for the condominium located at 3799 S. Atlantic Avenue. This communication, and the enclosures, are provided in preparation for the **July 23, 2024**, City Commission Meeting scheduled for **6:00pm**.

Background of the Issue:

The Sanibel condominiums were built in 2006 and are located at the northeast corner of S. Atlantic Avenue and Emilia Avenue. For the past eighteen (18) years there has been a sidewalk running parallel to Emilia Avenue which has been used by the general public to access the beach. Also, for the last eighteen (18) years the public sidewalk has been exclusively maintained by the City of Daytona Beach Shores.

On November 7, 2023, Mr. Stewart Cruz, the Community Services Director for the City, verbally notified Sanibel that the City had decided it will no longer maintain the public sidewalk and the sidewalk will be the sole responsibility of Sanibel. Upon receiving this information, I spoke with the City's attorney, Paul Waters and Mr. Cruz to discuss the City's decision. We specifically discussed the City's options under Florida law and the impact of the City's decision. These options and effects are set forth in this letter.

As of the date of this letter, Sanibel has not received formal written notice of the City's intent to vacate its interest in the public sidewalk. Instead, Sanibel was notified of the July 23

meeting and was told that it will have an opportunity to present information to the Commissioners at that July 23 meeting.

The City's Options Under Existing Florida Law:

a. The Dedication of the Sidewalk

Under Florida law, private property can be “dedicated” for public use in one of two (2) ways: (1) a statutory dedication or (2) a common law dedication. A statutory dedication is accomplished by setting forth a dedication of the property on a plat which is signed by the property owner(s) and then recorded in the official records. A plat containing the dedication has not been recorded in the official records regarding this public sidewalk. As a result, the question becomes whether the sidewalk has been dedicated to the City through a common law dedication.

Florida courts only require two (2) elements for a common law dedication: (a) an intention by the landowner to dedicate the property to public use, and (b) acceptance by the public. The language used by the Florida Supreme Court regarding common law dedication is found in its opinion, *City of Miami v. Florida East Coast Ry. Co.* The Court's language reads as follows:

A common law 'dedication' is the setting apart of land for public use, and to constitute it there must be an intention by the owner, clearly indicated by his words or acts to dedicate the land to public use, and an acceptance by the public of the dedication.

Both of the elements for a common law dedication have been satisfied with regard to this sidewalk. First, Sanibel's intent to dedicate the sidewalk to the City was clearly shown on March 29, 2006, when Sanibel recorded its Declaration of Condominium in Official Book 5795, Page 572 of the Public Records of Volusia County (the “Declaration”). At Book 5795, Page 624 of the publicly recorded Declaration there is a “Plot – Site Layout Plan” which reads:

*7' OF PROPERTY WITH A 5' WIDE HANDICAP ACCESSIBLE CONCRETE
SIDEWALK TO BE DEDICATED TO CITY OF DAYTONA BEACH SHORES.*

Enclosed with this letter is a copy of the excerpted pages from the publicly recorded Declaration. This Declaration shows Sanibel's intent to dedicate the sidewalk to the City, thus satisfying the first element for a common law dedication. The first element is also satisfied by the actions of Sanibel over the last eighteen (18) years in allowing the general public to use the sidewalk and by not undertaking any maintenance obligations on the sidewalk. The second element for a common law dedication requires the City to accept the dedication; which has obviously occurred based on the last eighteen (18) years. Therefore, any claim that the public sidewalk has not been dedicated to the City through a common law dedication is unsupported.

b. The City's Ability to Vacate or Renounce Its Interest in the Sidewalk

The question of whether the City has the right to vacate its interest in publicly dedicated property was answered by the Florida Attorney General in 1978. In the Attorney General's Opinion numbered 78-118, a county asked whether the commissioners could legally divest the county of ownership and control of certain dedicated streets and roads in a subdivision.

The Attorney General stated that a county is statutorily authorized under Section 336.09, *Florida Statutes*, upon the discretion of the commissioners, to close and vacate a dedicated road so long as it is in the interest of the general public welfare and does not invade or violate anyone's individual property rights. In that same opinion, the Attorney General clarified that the dedication was not a transfer of title to the property (i.e., no ownership), but is simply an easement right. This means that once the public's interest is vacated or renounced, the landowner will hold the property *unburdened and unencumbered* by the prior public easement.

Applied here, the City is able to renounce its interest in the sidewalk running along Sanibel's property parallel to Emilia Avenue so long as the decision benefits the general public welfare. The result of the City's decision will mean that there will no longer be a right for the general public to use that sidewalk. There is still a sidewalk on the south side of Emilia Avenue which can be used by the general public so long as the City does not similarly vacate or abandon its rights in that sidewalk.

c. The City's Ability to Maintain Its Interest in the Sidewalk

Alternatively, the City may decide that it wants to continue to have the right for the general public to use the sidewalk on Sanibel's property and maintain the *status quo*. In that event, the City need only continue to maintain the sidewalk and take no further action which would indicate an intent to vacate or renounce the City's interest in the dedicated sidewalk.

Sanibel's Position and Intent:

Presently, Sanibel has no obligation to maintain the public sidewalk and has no liability for the failure to maintain the sidewalk. If a member of the general public is injured on the sidewalk and claims the injury was due to poor maintenance, Sanibel will not be held liable for that injury unless Sanibel actually caused the unsafe condition. Florida courts which have been faced with this issue have consistently stated the owner of property which abuts a public sidewalk does not owe a duty to the public to maintain the sidewalk.

However, if the City decides to vacate or renounce its dedicated interest, then Sanibel will be potentially exposed to liability in the event a member of the general public is injured and claims

Commissioners for the City of Daytona Beach Shores
Re: *Sidewalk Adjacent to Sanibel Condominiums*
July 12, 2024
Page 4 of 4

the injury was due to poor maintenance of the *private* sidewalk. In order to avoid this risk of liability and the increase in Sanibel's insurance obligations, Sanibel has determined it will need to prevent the general public from accessing the sidewalk. To that end, if the City elects to vacate the dedication of the sidewalk, Sanibel intends to either place a fence on its property so that only residents and invited guests of the condominium have access to the sidewalk, or Sanibel will remove the sidewalk entirely and landscape the area. The public will need to access the beach using the sidewalk on the south side of Emilia Avenue.

The City Cannot Vacate the Dedication and Force Public Use

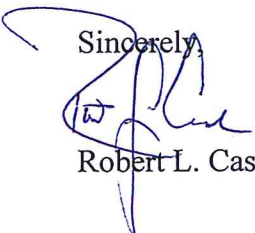
During the July 23 meeting, a question may arise as to whether the City can both (i) vacate or renounce the dedication of the sidewalk, and (ii) require Sanibel to continue to allow the general public to use the sidewalk. The answer to this question is "no." Under Florida law, if the City vacates its interest, it cannot invade or violate Sanibel's property rights by continuing to burden or encumber Sanibel's land. Any attempt to require *private* land to be used by the *public* will be deemed a condemnation of Sanibel's land. In that scenario, the City will be required to pay Sanibel for the value of the land which has been taken, also reducing Sanibel's property taxes

Conclusion

Sanibel understands that it does not have the ability to prevent the Commissioners from exercising their authority to vacate and renounce the dedicated sidewalk. Therefore, this material is being presented to assist the Commissioners in determining what course of action to take and to also make known Sanibel's position with regard to the two (2) options available.

I look forward to speaking with you at the July 23 meeting and answering any questions which you may have in this regard.

Sincerely,

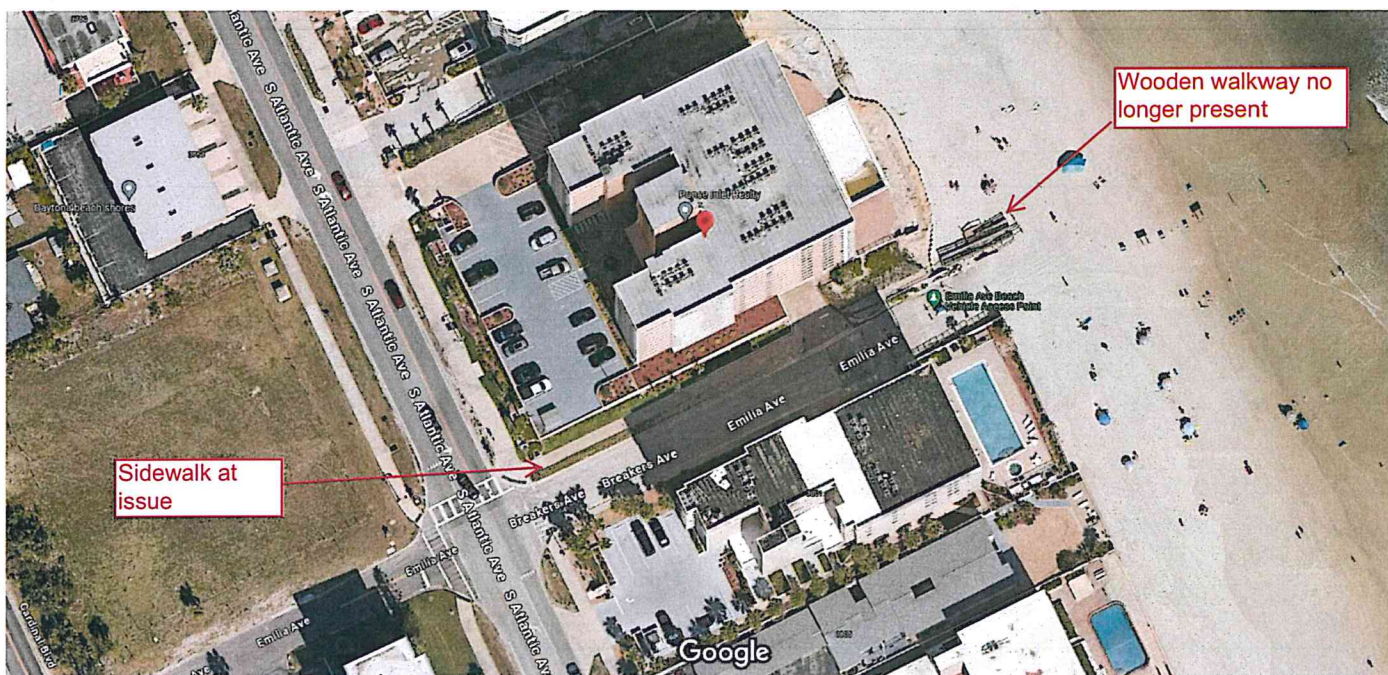


Robert L. Case

Enclosures

3799 S Atlantic Ave

Sanibel Condominiums - Northeast Corner of S. Atlantic Ave and Emilia Ave



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft

Emilia Ave

Sanibel Condominiums - 3799 S. Atlantic Avenue

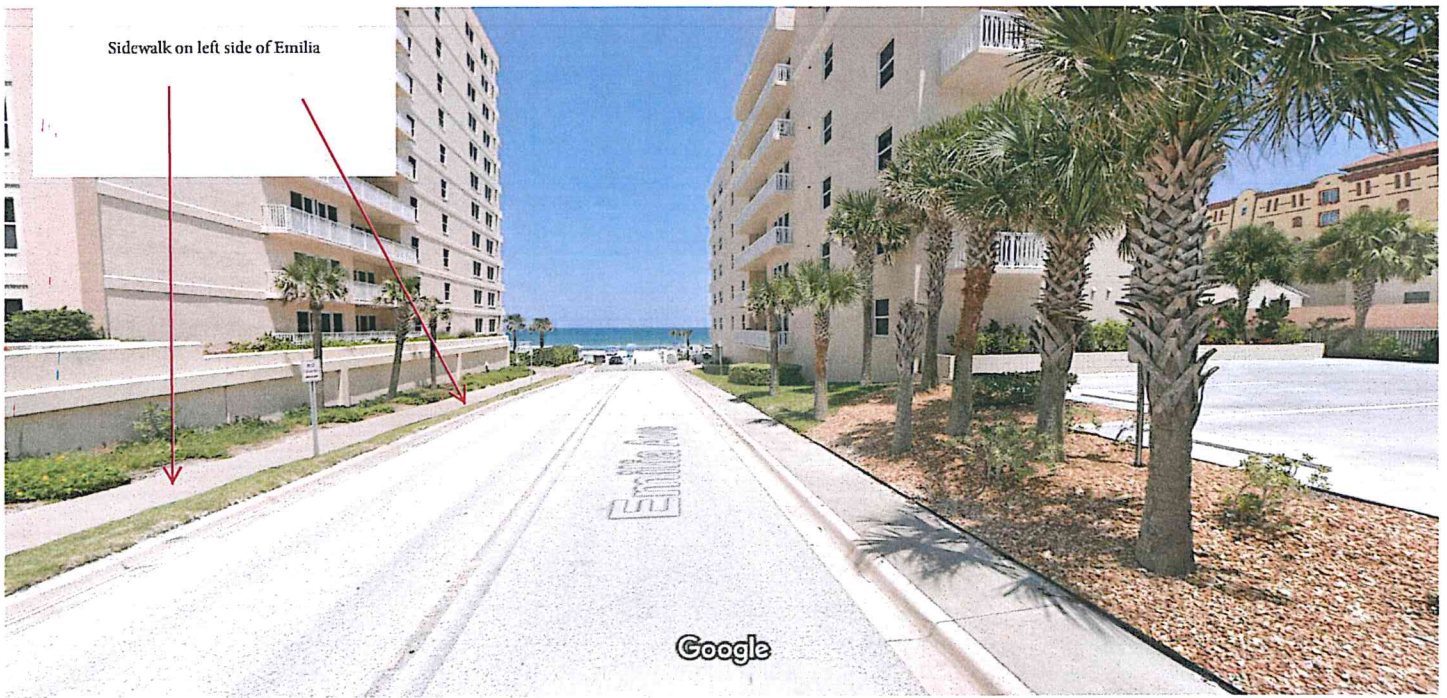


Image capture: Aug 2019 © 2024 Google

DECLARATION OF CONDOMINIUM
OF
THE SANIBEL, A CONDOMINIUM

VP//Sanibel /Condo Docs/Sanibel.DecRevised
10/1/05

THIS DECLARATION OF CONDOMINIUM and exhibits hereto
made and entered into this ____ day of _____,
2005.

TETA Property, LLC, a Florida
Limited Liability Company

(CORPORATE SEAL)

BY: _____
Volusia Realty Partners, LLC
a Florida limited liability
company as sole manager

BY: James R. Mack
James R. Mack, Managing Member

WITNESSES:

(Sign) Salma Pike

(Print) Salma Pike

(Sign) Alice Clark

(Print) ALICE CLARK

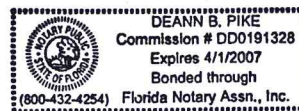
ACKNOWLEDGMENT

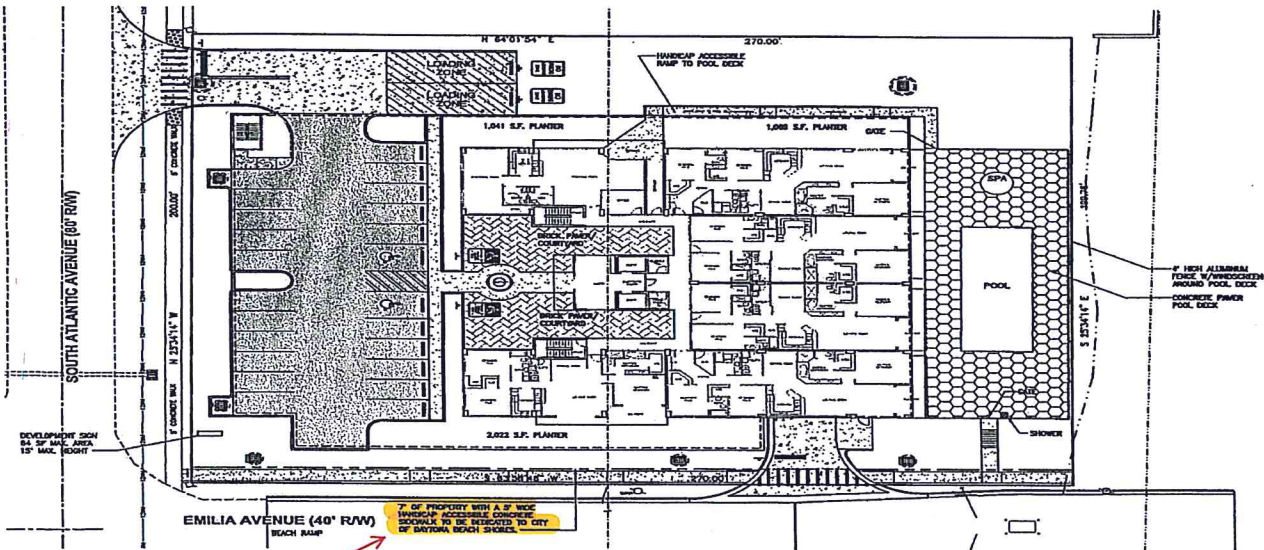
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me
this 7 day of MARCH, 2005 by James R. Mack, as
Managing Member of Volusia Realty Partners, LLC, a Florida
Limited Liability Company, on behalf of said corporation.
He is personally known to me or has produced a Florida
driver's license as identification.

Sworn to before me on this 7 day of
MARCH, 2006.

Salma Pike
STATE OF FLORIDA AT LARGE (SEAL)
Commission #
My Commission Expires:





PLOT - SITE LAYOUT PLAN

Clearly Expressed Intent to Dedicate the Sidewalk to the City.

Counties, roads and streets, dedication, vacation

Number: AGO 78-118

Date: January 21, 1998

Subject:

Counties, roads and streets, dedication, vacation

COUNTIES--DEDICATION AND VACATION OF COUNTY ROADS AND STREETS

To: Robert Bruce Snow, Hernando County Attorney, Brooksville

Prepared by: Frank A. Vickory, Assistant Attorney General

QUESTION:

May a county legally divest itself of ownership and control of certain dedicated streets and roads in a subdivision, and transfer to a homeowners' association the right to exercise ownership and control of, and to maintain, the streets and roads?

SUMMARY:

A county is statutorily authorized in the sound discretion of the board of county commissioners to close and vacate dedicated roads and streets designated on a recorded subdivision plat. Such authority must be lawfully exercised in the interest of the general public welfare and may not invade or violate individual property rights. The county is not authorized, however, and cannot in any manner legally convey or transfer the ownership and control of the vacated roads or streets to a homeowners' association as such, but upon lawful vacation thereof the abutting fee owners hold the title in fee simple to the vacated roadways or streets to the center thereof unburdened and unencumbered by the public's prior easement to use such roadways or streets for travel. The county would not be liable to any abutting fee owners as a result of closing or vacating such roadways or streets *unless* an abutting owner is thereby deprived of and suffers a consequent loss of access to his property. An abutting fee owner would also have a private or implied easement and cause of action to enforce such easement for access or egress or travel as against the homeowners' association or other abutting owners seeking to obstruct such access and use of and travel upon the vacated, now private, roads and streets.

According to your letter, several miles of platted roads or streets in a large subdivision in Hernando County were dedicated to the public and accepted by the county through its approval for recording of the subdivision plat *and* its acceptance of the dedication of the streets and roads contained thereon. A property owners' association representing the majority, though not all, of the residents and property owners of the subdivision has requested the county to relinquish its control, ownership, and maintenance of the dedicated streets and roads and turn over this control, ownership, and maintenance to the association in order that it might not only maintain such streets and roads but also restrict access to and within the subdivision to its residents and property owners. As attorney for the county, you ask whether the board of county commissioners

may legally transfer its ownership and control of the streets and roads to the association and, if it does so, whether it will be subject to any liability as a consequence of its actions.

Initially, it is necessary to consider the elements and effect of a dedication. A dedication is simply the donating or appropriating of one's own land for use by the public. That is, the owner of the dedicated property is precluded from using it in any way inconsistent with the public's use thereof. There are two essential requisites to a finding of a dedication of property to the public. There must first be a clearly manifested intent by the owner of property to dedicate it to public use. Second, the public, through its authorized agents or officials, must clearly manifest its intent to accept the dedication. *City of Miami v. Florida East Coast Railway Co.*, 84 So. 726 (Fla. 1920); *Roe v. Kendrick*, 200 So. 394 (Fla. 1941). An offer of dedication to the public can be accomplished by making and recording a plat and selling lots with reference thereto, the method apparently employed in the instant situation. See, e.g., *Florida East Coast Railway Co. v. Worley*, 38 So. 618 (Fla. 1905); *Miami Beach v. Undercliff Realty and Investment Co.*, 21 So.2d 783 (Fla. 1945); and see s. 177.081, F. S. It appears from your letter that the dedication of roads and streets in the subdivision in question was properly accepted by the appropriate county officials and I, therefore, assume that a proper dedication has taken place.

The effect of a dedication does not operate as a grant of the dedicated property but rather by way of an estoppel in pais. That is, the legal title to the property remains in the grantor (or his vendees) while the public takes the beneficial use of the property. Effectively, then, the fee remains in the grantor (or his grantees) while the public acquires only a right of easement in trust, so long as the dedicated land is used for the intended purpose of the dedication. The grantor (or grantees--abutting lot owners) is precluded from using the property in any way inconsistent with the public use. *Burkhart v. City of Fort Lauderdale*, 156 So.2d 752 (2 D.C.A. Fla., 1963), decision quashed 168 So.2d 65 (Fla. 1964); *Florida State Turnpike Authority v. Anhoco Corporation*, 107 So.2d 51 (3 D.C.A. Fla., 1959); *Robbins v. White*, 42 So. 841 (Fla. 1907). Absent a contrary showing, *not made evident here*, the legal title of the grantor-subdivider in properly dedicated property passes to the grantees of lots sold in reference to a plat, which lots abut the dedicated streets. Their title extends to the center of the streets subject to the public easement. *Walker v. Pollack*, 74 So.2d 886 (Fla. 1954); *Smith v. Horn*, 70 So. 435 (Fla. 1915); *New Fort Pierce Hotel Co. v. Phoenix Tax Title Corp.*, 171 So. 525 (Fla. 1936); *United States v. 16.33 Acres of Land in County of Dade*, 342 So.2d 476, 480 (Fla. 1977); cf., *Emerald Equities v. Hutton*, 357 So.2d 1071 (2 D.C.A. Fla., 1978), wherein the court held that, when a single owner conveys to the county the title to or an easement in a roadway which is later abandoned by the county, that owner or his successors takes back or retains title to all the abandoned property *unless* the owner is a subdivider who has later conveyed lots (and his interest in the abutting road) which abut the dedicated roadway to separate owners without specifically reserving any reversionary interest in the roadway. In such a case, the general rule prevails that the abutting owners on each side of the abandoned or vacated road become the fee owners out to the center line. See also ss. 177.085(2) and 336.12, F. S. These purchasers acquire their title, however, subject to the easement of the public in the dedicated property. *Smith, supra*; *New Ft. Pierce Hotel Co., supra*; *Gainesville v. Thomas*, 54 So. 780 (Fla. 1911).

Your inquiry does not state that the dedicator or subdivider reserved any reversionary interest or rights in the streets and roads in the plat in question. I assume, therefore, for the purposes of this opinion, that no such rights exist in or under the plat. However, if such plat was made and

recorded in the public records before July 1, 1972, and if no action has since been brought to establish or enforce any such reversionary rights, they are now barred and unenforceable by operation of s. 177.085(2), F. S. See also 16.33 Acres of Land in County of Dade, *supra*, and Emerald Equities, *supra*.

It seems evident that the governing body of Hernando County does not "own" the streets and roads in the subject subdivision which were dedicated for public use. The public has an easement to use the streets and roads, but there is no legal title to the property vested in the county which it can convey or transfer to the homeowners' association. Nevertheless, counties in Florida have the statutory authority to close and vacate any county streets, roads, alleyways, or other places used for travel. Section 336.09(1), F. S., provides:

"(1) The commissioners, with respect to property under their control may *in their own discretion, and of their own motion*, or upon the request of any agency of the state, or of the federal government, *or upon petition of any person or persons*, are hereby authorized and empowered to:

(a) *Vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway, and to renounce and disclaim any right of the county and the public in and to any land in connection therewith;*

(b) *Renounce and disclaim any right of the county and the public in and to any land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes,* other than lands acquired for state and federal highway; and

(c) *Renounce and disclaim any right of the county and the public in and to land, other than land constituting, or acquired for, a state or federal highway, delineated on any recorded map or plat as a street, alleyway, road or highway.*" (Emphasis supplied.)

Upon termination of the easement acquired by the public in the dedicated property, s. 336.12, F. S., provides that the title of the fee owners in the property shall be freed and released therefrom.

"The act of any commissioners in *closing or abandoning any such road, or in renouncing or disclaiming any rights in any land delineated on any recorded map as a road, shall abrogate the easement theretofore owned, held, claimed or used by or on behalf of the public and the title of fee owners shall be freed and released therefrom . . .*" (Emphasis supplied.)

Hence, upon the lawful, statutorily prescribed vacation of the public's easement, the title to the fee of the dedicator or of his successors, or of the abutting lot owners, is freed of and released from the easement; therefore, those property owners who own land abutting the street or road would, upon surrender, have unencumbered fee title to the center of the right-of-way. Cf., Emerald Equities, Inc., *supra*.

Applying the foregoing principles and statutes to the instant case, I conclude that the board of county commissioners has statutory authority to close and vacate the dedicated and platted roads and streets in question in accordance with the statutes, but may not by conveyance by

deed or any other instrument of conveyance transfer the ownership and control thereof to the association. The title in fee simple to the vacated road beds or rights-of-way to the center thereof would remain, *unburdened or unencumbered*, in the abutting fee owners who presumably could, if they so chose, convey or transfer a portion of their property to the homeowners' association (assuming it is so organized and legally capacitated to hold the legal title thereto) for roadway purposes and control and maintenance thereof. As a caveat, it should be noted that if the general public is using the roads and streets in question (including public service vehicles such as garbage trucks, police, fire, or emergency vehicles), then the county *should not* close or vacate the roads or streets in question if such vacation would be injurious to the public welfare or violate individual property rights. It has been noted: ". . . [T]he power to vacate streets cannot be exercised in an arbitrary manner, without regard to the interest and convenience of the public or individual rights." McQuillin *Municipal Corporations* s. 30.186a. Hence, absent a determination by the county commission that the general public welfare would benefit from vacation, it should not be accomplished, and in any event, the roads or streets can be vacated *only* in accordance with the statute as discussed above and title thereto cannot be legally conveyed or transferred to the homeowners' association.

You also ask whether the action of the county in closing and vacating the roads and streets in the subdivision would subject it to liability in inverse condemnation based upon a loss of access to the abutting lot owners. As a practical matter, the facts delineated in your inquiry suggest that the homeowners' association does not propose to restrict the access of any of the resident or nonresident abutting fee owners to *any* of the platted streets or roads or any property within the subdivision. Therefore, no cause of action in inverse condemnation could arise *in such factual situation*. However, a right of access to one's own property is a property right. Hence, an abutting fee owner may be entitled to compensation from a public body when it closes or vacates a public street for the consequent loss of such access on the theory that a property right has been taken without compensation. See, e.g., *Pinellas County v. Austin*, 323 So.2d 6 (2 D.C.A. Fla., 1975).

An abutting owner, it should also be noted, would, upon vacation of the property, have a cause of action to enforce his right of access or private easement for roadway purposes as against the homeowners' association or other abutting owners who may obstruct access or travel upon any of the vacated roads. Such private (implied) easement would arise by virtue of conveyances and sales made with reference to the recorded plat which creates a private right to have the space marked on the plat as streets and roads remain open for ingress and egress and the uses indicated by the designation. As stated by the Florida Supreme Court in *City of Miami v. Florida East Coast Ry. Co.*, 84 So.2d 726, 729 (Fla. 1920):

"The platting of land and the sale of lots pursuant thereto creates as between the grantor and the purchaser of the lots a *private right* to have the space marked upon the plat as streets, alleys, parks, etc., remain open for ingress and egress and the uses indicated by the designation." (Emphasis supplied.)

See also *McCorquodale v. Keyton*, 63 So.2d 906 (Fla. 1956); *Burnham v. Davis Islands, Inc.*, 87 So.2d 97 (Fla. 1956); *Reiger v. Anchor Post Products, Inc.*, 210 So.2d 283 (3 D.C.A. Fla., 1968), holding that the rights of abutting or adjacent purchasers depend upon principles of law applicable to private property rather than public dedication since these rights depend upon a "private easement implied from sale with reference to a plat showing streets [etc.]" rather than

upon any dedication to the public generally. 87 So.2d at 100. *And see*, Monell v. Golfview Road Association, 359 So.2d 2 (4 D.C.A. Fla., 1978), wherein the court held that the rights of common owners of an easement on and for the purposes of a private road are limited to the purpose for which the easement was established and may not be exercised in derogation of the rights of other common owners. Hence, the court granted an injunction requiring a homeowners' association to remove speedbumps it had placed on the roadway which substantially invaded and violated the right of a particular homeowner to use his easement on the private road to get to his house and property. *Cf.*, Emerald Equities, Inc., *supra*; 16.33 Acres of Land, *supra*; and AGO's 078-88 and 078-63.

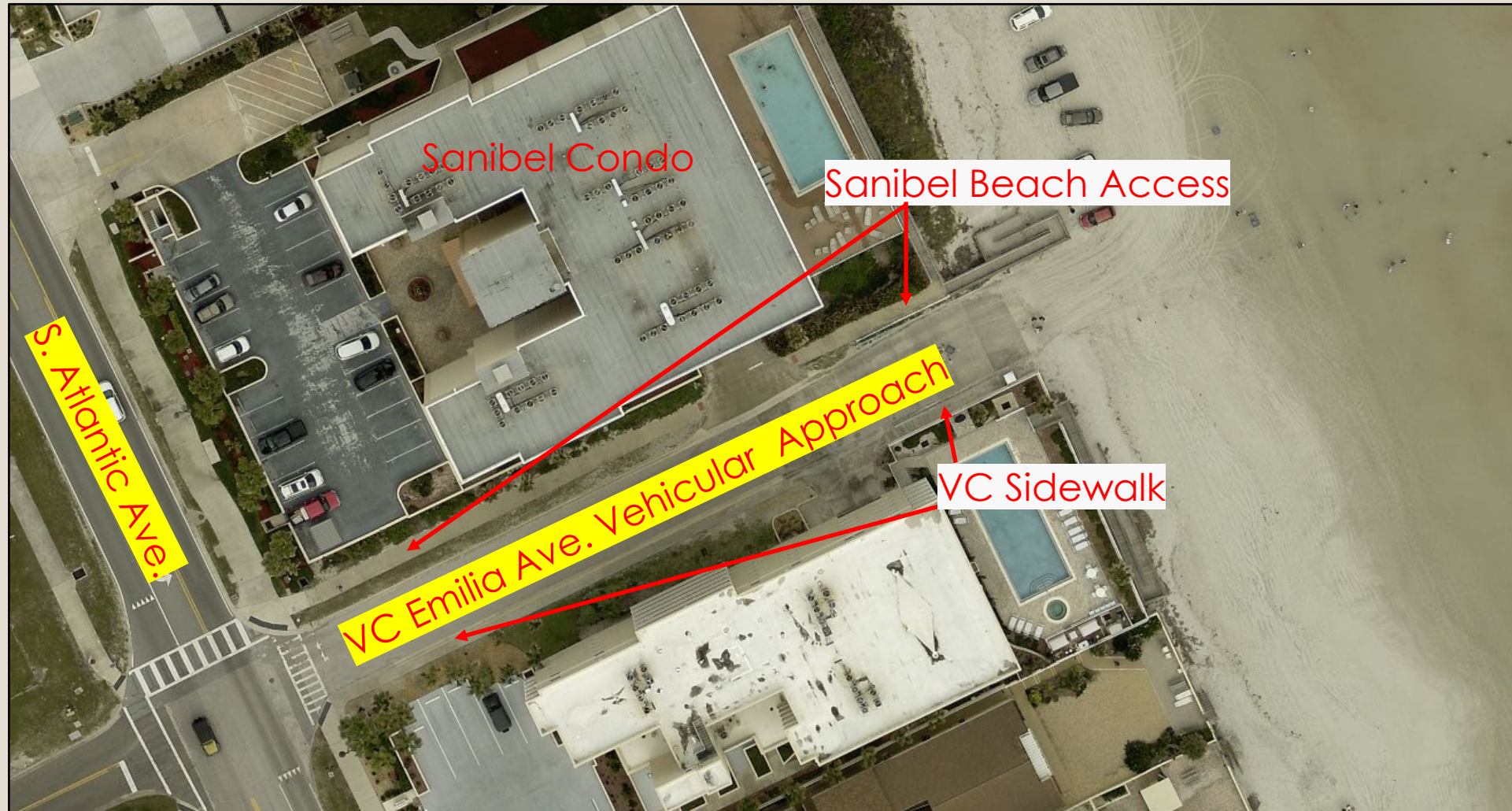


City Commission

SANIBEL CONDO
PEDESTRIAN BEACH ACCESS
3799 S. ATLANTIC AVENUE

Stewart Cruz, AICP

EMILIA AVENUE BEACH APPROACH: AERIAL VIEW



Source: VC Property Appraiser Website, 2020

EMILIA AVENUE BEACH APPROACH: STREETVIEW



Source: Google Maps, 2019