



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING SEPTEMBER 24, 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. NEW BUSINESS (TRIM PROCESS ONLY):**
 - A. RESOLUTION NO. 2024-17: A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR VOLUSIA COUNTY FOR FISCAL YEAR 2024-24; PROVIDING AN EFFECTIVE DATE.
 - B. RESOLUTION 2024-18: A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE.

6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

7. APPROVAL OF MINUTES

A. City Commission Workshop Minutes September 9, 2024

B. City Commission Minutes September 9, 2024

8. CONSENT AGENDA:

A. Public Safety forfeiture purchase request

B. PS August monthly report

C. Community Services Department Monthly Report - August 2024

9. OLD BUSINESS:

10. NEW BUSINESS:

A. Ordinance 2024-21: Micro Wireless Facilities In Rights-Of-Way

B. Resolution 2024-15: Authorization To Submit A Loan Application To The Clean Water State Revolving Fund Program With 100% Principal Forgiveness For Sanitary Sewer Resiliency Upgrades

C. Res. 2024-16 Dune Restoration Resolution to Volusia County

D. Consideration to file lawsuit against Volusia Towing for Breach of Contract

E. Consideration to set board application process and select a date for Interview Workshop

F. Consideration to sponsor Kids Tag Art and purchase license plates

11. CITY ATTORNEY COMMENTS

12. CITY MANAGER COMMENTS

13. COMMISSION COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. 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.



CITY COMMISSION AGENDA MEMORANDUM SEPTEMBER 24, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: RESOLUTION NO. 2024-17: A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR VOLUSIA COUNTY FOR FISCAL YEAR 2024-24; PROVIDING AN EFFECTIVE DATE.

SYNOPSIS:

As per Florida Statute the City of Daytona Beach Shores must hold two public hearings to adopt a final millage rate. These hearings are to be held 15 days from each other. On July 23, 2024 the City Commission had a budget workshop to discuss the FY 2024-25 budget and proposed millage rate of 4.5880 mills. On September 9, 2024, City Commission passed a tentative millage rate of 4.5880 mills and the final millage rate will be adopted at the final hearing on September 24, 2024. The final millage rate of 4.5880 mills, which is 8.78% greater than the roll-backed rate of 4.2175 mills will be discussed and adopted at this meeting.

FISCAL IMPACT STATEMENT:

This resolution sets the final millage rate for the 2024-25 Budget. The rate is 4.5880 mills which is 8.78% greater than the rolled-back rate of 4.2175 mills.

BACKGROUND:

As required by Florida statute, this item is to discuss the final millage rate and final budget, both to be approved by resolution. Under Florida's Truth in Millage ("TRIM") statutes (ss. 200.065, 200.069, Florida Statutes), all property owners were notified of the tentative millage (4.5880 mils) levied by Notice of Proposed Property Taxes ("TRIM Notice"), sent by mailing from the Volusia County Property Appraiser in August.

At the Regular Commission Meeting held on September 9, 2024, the City Commission approved a tentative millage rate of 4.5880 mills. The current fiscal year operating millage rate is \$4.5880 per \$1,000 assessed taxable value; the current year gross taxable value for operating purposes is \$2,221,720,136 as certified by the Volusia County Property Appraiser. The Final Millage rate of 4.5880 mills is an increase of 8.78% over the rolled back rate of 4.2175 mills.

The final budget hearing will be held on September 24, 2024 where the final millage rate of 4.5880 mills will be discussed by commission, and then comments and questions will be heard from

residents. After this final hearing a final millage will be adopted.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends City Commission adopt Resolution 2024-17 setting the final operating millage rate at the rate approved by commission at the budget hearing on September 24, 2024 for the FY 2024-25 budget.

SUGGESTED MOTION:

Motion to approve Resolution 2024-17 setting the final operating millage rate at the rate approved by commission at the budget hearing on September 24, 2024 for FY 2024-25 budget.

ATTACHMENT: 1. RESOLUTION NO 2024_17 FINAL MILLAGE FY 24_25

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR VOLUSIA COUNTY FOR FISCAL YEAR 2024-24; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores, of Volusia County, Florida, on September 24th, 2024, adopted Fiscal Year 2024-2025 Final Millage Rates following a public hearing as required by Florida Statute Section 200.065; and

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Volusia County has been certified by the County Property Appraiser to the City of Daytona Beach Shores as \$2,221,720,136.

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

Section 1. The FY 2024-2025 operating millage rate is 4.5880 mills, which is greater than the rolled-back rate of 4.2175 mills by 8.78%.

Section 2. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 3. This Resolution will take effect immediately upon its adoption.

PASSED AND DULY ADOPTED at a public hearing this 24th day of September 2024.
Time Adopted _____ pm.

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 COMMISSION AGENDA MEMORANDUM SEPTEMBER 24, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: RESOLUTION 2024-18: A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE.

SYNOPSIS:

The final budget for the fiscal year 2024 - 2025 is a comprehensive budget including personal services, operating, and any debt instruments: leases, software as a service, and/or loans. Capital components are found in the Capital Improvement Plan as a separate attachment. These documents meet the provisions of the City Charter, City Code and applicable State Statutes.

The General Fund budget for fiscal year 2024 - 2025 is set at \$23,913,600, including \$4,944,500 in planned transfers from reserves, consisting of: (1) \$127,900 in Fuel Tax Reserves for street projects, (2) \$1,000,000 for a new Fire Truck, (3) \$2,654,000 for Facility Upgrades including \$500,000 towards building an Emergency Operations Center (EOC), and (4) 909,000 from prior year (PY) projects unable to be completed and/or purchases unable to be delivered by fiscal year end of September 30, 2024, and \$1,072,800 in contingency. Contingency is budgeted for unexpected expenses that occur throughout the year including emergencies. All funds are invested throughout the budget year according to city cashflow needs. Any funds not utilized throughout the budget year are returned to reserve status at year end

The Sewer Fund budget consists of three component elements: operating, impact fee, and transfers out to the capital fund. The budget has increased due to the transfer of funds to the Capital Improvement Plan Fund, new for this year. The total Sewer Fund budget is \$23,156,000 which includes a transfer of funds to the Capital Improvement Fund of \$11,690,500. The funds are proceeds from a State Revolving Fund Loan the city is in the process of applying for which has its principal paid, in full, with proceeds from the State Revolving Fund Supplemental Appropriation for Hurricanes Fiona and Ian (SAFHI) which the city has been awarded of \$14,550,000.

FISCAL IMPACT STATEMENT:

This is the approval of the final fiscal year 2024-25 budget.

BACKGROUND:

There was a public budget workshop on July 23, 2024 setting forth a proposed budget. Commission unanimously approved an increase to the proposed employee flat biannual wage increase from \$1.00/hr to \$1.30/hr increasing the tentative budget at the August 27, 2024 commission meeting. The first public budget hearing was held on September 9, 2024 adopting a tentative millage rate and a tentative net budget after interfund transfers of \$44,804,400. The final budget hearing will be held on September 24, 2024 at 6pm where an amendment to the budget will be presented in conjunction with the final budget (See Appendix A Amendment) increasing the final budget to \$45,813,700 net of interfund transfers of \$19,061,400. Interfund transfers are funds moved from the General Fund, \$6,115,000 to the newly created Capital Improvement Fund and from the Sewer Fund, \$11,690,500 to the Sewer Capital Improvement Fund. The increase in funds is due to projects unable to be completed in FY 2023-24 and purchases that are not able to be delivered by fiscal year-end, September 30, 2024. See attached Amendment Detail for specific items.

This budget includes the funding of new capital project funds for all capital projects over the next five years; 2024-2029. Total anticipated capital projects for FY 2024-25 is \$17,805,500; \$6,115,000 for the general fund and \$11,690,500 from the enterprise (sewer) fund.

LEGAL REVIEW:

RECOMMENDATION:

Approve Resolution 2024-18 adopting the final FY 2024-25 as presented.

SUGGESTED MOTION:

Motion to approve Resolution 2024-18 adopting the final budget as presented.

- ATTACHMENT:**
1. Resolution 2024- 18 FINAL BUDGET FY 24_25 Revised
 2. Budget Amendment 1 FY 24_25
 3. Budget Amendment 1 detail FY 24_25
 4. FY 2024-25 Final Budget
 5. FY 2024-25 Capital Improvement Plan.log

RESOLUTION 2024-18

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE AMENDED FINAL OPERATING BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR APPROPRIATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, on September 9th, 2024, held a public hearing as required by Florida Statute 200.065 adopting a tentative budget; and

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, has advertised the final budget for a public hearing on September 24th, 2024, as required by Florida Statute 200.065; and

WHEREAS, the City of Daytona Beach Shores found it necessary to adjust the final budget to include appropriations from fiscal year 2023-2024 for projects that will not be complete as of fiscal year end, September 30, 2024; and

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, set forth the appropriations and revenue estimate for the Annual Budget for Fiscal Year 2024-2025 in the amount set forth in Appendix A, Amended Budget FY 2024-25.

NOW, THEREFORE, BE IT RESOLVED by the City of Daytona Beach Shores of Volusia County, Florida, that:

1. The Fiscal Year 2024-2025 Final Budget be adopted as set forth in Appendix A, “Amended Budget FY 2024-25”.
2. This resolution will take effect immediately upon its adoption.

PASSED AND DULY ADOPTED at a public hearing this 24th Day of September 2024.

Time Adopted ____PM

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

APPENDIX A		AMENDMENT	
ALL FUNDS SUMMARY			
Description	Budget FY 2024-25	Amendment FY 2024-25	Amended Budget FY 2024-25
General Fund (001)	23,004,600	909,000	23,913,600
Capital Improvement Funds:			
General Improvement Fund (301)	355,000		355,000
General Vehicles & Equipment (302)	170,000		170,000
Public Safety Vehicles & Equipment (305)	1,402,900	154,900	1,557,800
Transportation (308)	299,400		299,400
Facility Renewal & Replacement (317)	2,654,000	100,000	2,754,000
Leisure Service Capital (322)	363,800	615,000	978,800
Total Capital Improvement Funds	5,245,100	869,900	6,115,000
Sewer Funds (401):	23,055,700	100,300	23,156,000
Sewer Capital Improvement Funds:			
Sewer Vehicle & Equipment (408)	166,000		166,000
Sewer System Improvements (409)	11,437,500	87,000	11,524,500
Total Sewer Capital Improvement Funds	11,603,500	87,000	11,690,500
TOTAL BUDGET APPROPRIATIONS	62,908,900	1,966,200	64,875,100
Less: Interfund Transfers	(18,104,500)	(956,900)	(19,061,400)
TOTAL NET BUDGET	44,804,400	1,009,300	45,813,700

Amendment 1 Detail FY 2024-2025

<u>Department</u>	<u>Capital Funds</u>	<u>General Fund</u>	<u>Sewer Fund</u>	<u>Description</u>
Public Safety		\$ 3,000.00		10-M5 Binoculars
	\$ 154,900.00			2 Patrol Vehicles & 1 CID Vehicle
		\$ 7,400.00		SIMS Rounds
		\$ 4,000.00		Ballistic Vests-Viera, Carmin & J
		\$ 13,900.00		Ammo
		\$ 3,300.00		CID laptop
	\$ 154,900.00	\$ 31,600.00		
Sewer	\$ 87,000.00			Slip lining of sewer infrastructure
			\$ 5,800.00	Station 1 Pump Rebuild
			\$ 7,500.00	Station 5 Pump Rebuild
	\$ 87,000.00		\$ 13,300.00	
Parks	\$ 615,000.00			Dune Walkover Completion
	\$ 615,000.00	\$ -		
Building Maintenance	\$ 100,000.00			Public Safety Roof
		\$ 7,500.00		Public Safety Exhaust Fans
	\$ 100,000.00	\$ 7,500.00		
Transfer to Capital Fund		\$ 869,900.00	\$ 87,000.00	
Change in Budget	\$ 956,900.00	\$ 909,000.00	\$ 100,300.00	
Anticipated Insurance/FEMA	\$ 540,000.00			
GF Reserve Funds Prior Year	\$ 369,000.00			
Sewer Reserve Funds Prior Year	\$ 100,300.00			

City of Daytona Beach Shores

Final Budget

FY 2024-2025



"Life is better here"



CITY COMMISSION

NANCY MILLER, MAYOR

MICHAEL POLITIS, VICE-MAYOR

MARK CARD

CHRIS CONOMOS

STEPHEN DEMBINSKY

Kurt Swartzlander
Cheri Schwab
Stewart Cruz
Lory Irwin
Michael Fowler
Nancy Maddox

City Manager
City Clerk
Community Services Director
Finance Director
Public Safety Director
Community Engagement Director

TABLE OF CONTENTS

	Page
Letter to Commission & Residents	3
Gen. Fund Functional Summary	9
Gen. Fund Revenue Detail	10
Gen. Fund Revenue Summary	12
Gen. Fund Expenditure Summary	14

GENERAL FUND DEPARTMENTAL BUDGETS

Legislative	15
Executive	18
Finance	22
Legal	26
Comprehensive Planning	29
Information Technology	32
Other Government Services	37

PUBLIC SAFETY (PS) 40-50

PS Summary	41
PS Admin & CID	42
PS Patrol & Rescue	45
PS Auto Maintenance	49

COMMUNITY SERVICES (CS) 51-66

CS Building and Codes	51
CS Public Works Summary	55
CS Public Works- Admin	56
CS Public Works- Bldg. Maint.	59
CS Public Works- Streets	61
CS Parks & Recreation	63
Community Center	67
Physical Environment (UG Utils)	71
Termination Payout	74
Contingency	76
General Long-Term Debt	79

ECONOMIC DEVELOPMENT 82

ENTERPRISE FUND 84-93

Sewer Fund Expenditure Summary	86
<u>SF Departmental Budgets:</u>	
Sewer Operating	88
Sewer Impact Fee	91

Annual Calendar	94
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City of Daytona Beach Shores
"Life is Better Here"

September 4, 2024

Honorable Mayor Miller, Vice-Mayor, and Members of the City Commission
City of Daytona Beach Shores
Daytona Beach Shores, Florida 32118

The attached document is the proposed budget for the fiscal year 2024 - 2025. It is a comprehensive budget including personal services, operating, and any debt instruments: leases, software as a service, and/or loans. Capital components are found in the Capital Improvement Plan as a separate attachment. These documents meet the provisions of the City Charter, City Code and applicable State Statutes.

The General Fund budget for fiscal year 2024 - 2025 is set at \$23,004,600, including \$4,475,500 in planned transfers from reserves, consisting of: (1) \$127,900 in Fuel Tax Reserves for street projects, (2) \$1,000,000 for a new Fire Truck, and (3) \$2,654,000 for Facility Upgrades including \$500,000 towards building an Emergency Operations Center (EOC), \$1,600,000 for land purchase, and \$1,103,800 in contingency. Contingency is budgeted for unexpected expenses that occur throughout the year including emergencies. All funds are invested throughout the budget year according to city cashflow needs. Any funds not utilized throughout the budget year are returned to reserve status at year end.

SIGNIFICANT BUDGET CHANGES

Beyond the specifics noted above, the following is a list of significant budget changes incorporated into the General Fund budget. These are changes from the current year budget, and that reflect anticipated or known cost increases or decreases for the new year. This list excludes capital items and changes to items that are "bottom line" neutral given that the revenue or expense item is offset by contra account.

- The non-voted tax rate of 4.5880 mills, is unchanged from prior year rate of 4.5880 mills. This is an 8.78% increase over the roll-backed rate of 4.2175 mills.
- A Capital Improvement Fund was created, moving capital items from individual departmental budgets to one all encompassing fund: project, cost, and funding.
 - o Transfer of funds from General Fund: \$5,245,100

- Major Revenue or New Expense Changes:
 - o Staffing and Benefit Costs Increase: \$786,900 [7.8%]
 - o Employee raises consisting of an annual merit plus \$1.30/hour on October 1, 2024 with an additional \$1.30/hour on April 1, 2025.
 - o Employee Health Insurance, potential savings of (\$180,514) [11.44%]
 - o Property & Casualty Insurance Cost Reduction: (\$49,200) [-11.26%]
 - o IT Infrastructure Cost Reduction: (\$149,000) [-18.33%]
 - o Debt Service consists of a new capital lease according to GASB 87

This year's budget includes aggressive strides made by staff to retain current employees and entice new employees to join the Shores' and fill remaining positions. The city has had many positions open over the past year, unable to fill them due to hourly wages and locale. Potential workers (1) Don't want to drive to the east coast of Volusia County for \$15.56/hour when they can get 15.7% higher in their backyard (Bucee's, Target, Chic-Fil-a, etc.), and (2) Public Safety position wages offered by other municipalities start 7.38% higher. To combat the small labor pool, and the proximity to other employment opportunities, and to retain and grow the level of staff necessary to keep our beautiful city safe, clean and at the levels expected of the Shores', staff proposed a merit plus \$1.00/hour rate increase at October 1, 2024 and another mid-year rate increase of \$1.00/hour for all employees. At the July 23, 2024 Budget Workshop Commission discussed other alternatives to staff recommendations; increasing merit to 2.5% to 5.25% and/or increasing the flat hourly rate to \$1.30. At the August 27, 2024 Commission Meeting, Commission unanimously approved increasing the flat hourly rate to \$1.30 while maintaining the original merit rate of 1.71% to 4.84%.

GENERAL FUND REVENUE SUMMARY

Revenues have been estimated at realistic levels and a detailed listing of all revenue sources is shown on page 3 of the attached budget. In summary, the City anticipates receiving revenues from sources as shown below.

<u>REVENUE SOURCE</u>	<u>BUDGET</u>	<u>PERCENT</u>
Non-Voted Ad-Valorem Taxes	10,023,000	44%
Business & Communication Taxes	1,165,800	5%
Franchise Fees & Permits	1,144,600	5%
Intergovernmental	1,798,200	8%
Charges for Services	2,030,700	9%
Fines & Forfeitures	95,000	0%
Misc. Revenues	905,500	4%
Internal Service & Debt Proceeds	1,266,700	6%
Transfers from Fund Balance	4,575,500	81%
TOTAL	23,004,600	

Millage Rates

The budget provides for an ad-valorem tax rate of \$4.5880 per \$1,000 of taxable value, which based on the estimate from the Volusia County Property Appraiser, it is an 8.78% increase above the City's rolled back rate of \$4.2175. The budget estimate for ad-valorem tax proceeds is based on 97.0% of the proceeds derived by the rate of \$4.5880 per \$1,000 taxable valuation. The adjusted certification of taxable value received from the Volusia County Property Appraiser reflects a taxable value of \$2,221,720,136 (an increase of 8.785% over the previous year).

It is estimated that the millage rate will result in \$9,913,900 of non-delinquent property tax revenue.

BUDGET IMPLEMENTATION: STRUCTURE AND SUMMARIES

The General Fund budget is implemented by and through the following organizational structure:

City Commission	Legislative
City Manager	Executive, Finance, Legal, Other Government Services, Community Center, Contingency, & Long-Term Debt
Public Safety	Administration & CID, Patrol/Fire & Rescue, Auto Maintenance, & Information Technology
Community Services	Building & Codes, Planning, Public Works, & Parks & Recreation

The City has four department heads, who are the only persons authorized to make budgetary expenditures. Other employees may make purchasing card transactions under authority granted by these department heads. Below are listed this budget's summaries of planned expenditures, by organization and then by function. Detailed descriptions of all planned expenses are organized by operational department, and may be found throughout the body of this document.

GENERAL FUND SUMMARY OF EXPENDITURES

<u>DEPT/SOURCE</u>	<u>BUDGET</u>	<u>PERCENT</u>
LEGISLATIVE	234,500	1%
EXECUTIVE	828,400	4%
FINANCE	762,100	3%
LEGAL	189,700	1%
PLANNING	147,700	1%
INFORMATION TECHNOLOGY	663,700	3%
OTHER GOVT. SERVICES	59,000	0%
PUBLIC SAFETY	7,423,100	32%
BUILDING/CODE DEPT	756,000	3%
ENVIRONMENT (Incl. Debt)	1,631,200	7%
PUBLIC WORKS	2,000,000	9%

BENEFIT TERM PAYOUT	67,100	0%
ECONOMIC DEVELOPMENT	100,000	0%
PARKS & RECREATION	655,100	3%
COMMUNITY CENTER	830,900	4%
TRANSFERS OUT-CAPITAL	5,245,100	23%
CONTINGENCY	1,103,800	5%
SOFTWARE AS A SERVICE	173,300	1%
LEASES	<u>133,900</u>	<u>0%</u>
TOTAL EXPENDITURES	23,004,600	100%

CATEGORY	<u>BUDGET</u>	<u>PERCENT</u>
PERSONNEL	10,449,100	45%
OPERATIONS	5,888,600	26%
CAPITAL-LEASE	10,800	0%
DEBT SERVICE	307,200	1%
TRANSFERS/CONTNGCY.	<u>6,348,900</u>	<u>28%</u>
TOTAL EXPENDITURES	23,004,600	100%

SEWER ENTERPRISE FUND BUDGET

The Sewer Fund budget consists of three component elements: operating, impact fee, and transfers out to the capital fund. The budget has increased due to the transfer of funds to the Capital Improvement Plan Fund, new for this year. The funds are proceeds from a State Revolving Fund Loan the city is in the process of applying for which has its principal paid, in full, with proceeds from the State Revolving Fund Supplemental Appropriation for Hurricanes Fiona and Ian (SAFHI) which the city has been awarded.

As an enterprise fund, it is used to account for the provision of sewer services, which the City operates as though it were a separate business. Enterprise activities are not dependent on taxes for their operating revenue, and may be operated by the City to generate revenues in excess of expenses to enhance the City's overall financial position.

Sewer Operating Component

SEWER OPERATIONS

		BUDGET PERCENT
REVENUE		
SVC CHG. METER READ	100	0%
GRANTS	10,543,000	46%
SEWER REVENUE	4,739,100	21%
OPERATING INTEREST	215,000	1%
MISCELLANEOUS	0	0%
SRF LOAN PROCEEDS	6,551,700	28%
TRANSFER FR FUND BALANCE	<u>990,700</u>	<u>4%</u>
TOTAL NET REVENUES	23,039,600	100%

SEWER OPERATIONS EXPENSE

PERSONAL SERVICES	399,600	2%
OPERATING EXPENSES	3,528,200	15%
CAPITAL DEPRECIATION	487,000	2%
TRANSFER TO CAPITAL FUND	11,603,500	50%
CONTINGENCY	459,600	2%
BAD DEBT WRITE DOWN	10,000	0%
DEBT SERVICE		
PRINCIPLE & CHARGES	6,551,700	29%
INTEREST PAYMENTS	<u>0</u>	<u>0%</u>
TOTAL EXPENDITURES	23,039,600	100%

By ordinance, the customer sewer rate adjusts annually to the greater of 3.0%, or the CPI, and service charges by service provider cities. This budget incorporates a 10.17% rate increase over last year's budget. This rate is composed of a 2.69% cpi increase and a 5.75% service provider increase. The service provider also had a 5.75% increase in December 2023.

	BUDGET	PERCENT
IMPACT FEE INTEREST	100	1%
SEWER IMPACT FEE	16,000	99%
TRANSFER FROM FUND BALANCE	<u>0</u>	<u>0%</u>
IMPACT FEE REVENUE TOTAL	16,100	100%

SEWER IMPACT FEE EXPENSE

OPERATING EXPENSES	9,600	60%
CAPITAL OUTLAY	0	0%
DEBT SERVICE	0	0%
CONTINGENCY	6,500	40%
TRANSFER TO RESERVES	<u>0</u>	<u>0%</u>
IMPACT FEE EXPENSE TOTAL	16,100	100%

The impact fee rate remains at \$1,642, and was adjusted on April 1, 2024 with Ordinance 2024-03

when the service provider increased their impact fee by \$42.

MANAGEMENT AND BUDGET POLICIES

The 2024-2025 budgets have been prepared in accordance with a number of management and budget policies. Some of the policies are requirements by the City Charter, City Code and State law. Listed below are some of the policies guiding the development and implementation of this budget:

1. Investments - Security is the main objective when investing the City's unencumbered funds. In FY 2021-22 the City adopted investment policies to define this objective. Investment performance is reported monthly to the City Commission.
2. Property Taxes - The City adheres to the "Truth in Millage" state statute governing the determination of millage for taxing authorities. The statute mandates strict adherence to a schedule for advertising and holding public hearings; the size and language in the advertisements; the method of fixing the millage rate; and other requirements.
3. Purchasing -All contracts, when the sum is \$50,000 or less, may be awarded by the City Manager to the highest value (i.e., price and service) bidder. When contracts are expected to exceed \$50,000, the City staff solicits sealed bids through legal ads and DemandStar.com. Bids are publicly opened, tallied, and forwarded to the City Commission with staff recommendations for the award. The City's capital expense threshold is \$10,000.
4. Budget Controls - Control of budgeted expenditures is exercised at the department head level, with purchase orders and associated payments reviewed and executed by the Finance Director. Budget amendments are via commission resolution. Inter-departmental budget transfers are authorized by the City Manager. The Finance Director authorizes intra-departmental budget transfers.
5. Personnel and Payroll - The City is guided by several documents with regard to payroll and personnel matters. These documents include the Job Classification Plan, the approved Pay Plan, and various policies set forth by the City Manager and Employee Handbook.
6. Pension / Defined Contribution Plans - The State of Florida established and manages the Florida Retirement System (FRS), which covers all full-time and part time City employees hired. This does not cover Reserve positions. For the coming year (through 6/30/25) the City will be obligated to contribute 13.63% of regular employees' gross wages, 34.52% of senior manager gross wages, 32.70% of special risk employees' gross wages, and 21.13% of DROP program employee gross wages to the Florida Retirement System. It is expected that these rates will change each July 1st. The City has an established defined contribution retirement plan, administered by the Florida Pension Trust Fund, for employees hired after January 1, 1996, and prior to February 2020 that were unable to participate in the FRS when general employees voted to re-join FRS. For these plans, a contribution rate of 10% of non-charter employees' gross wages is applied for employees who were hired prior to May 1, 2010. A contribution of 6% is applied for such employees after this date. There is one employee in this retirement

program. The average budgeted benefit rate for city retirement contributions is 25.48%.

FINANCIAL POSITION

The 2024-2025 budget as presented is a balanced budget, including the planned contingencies. It is worth noting that although this (and every other budget) is an annual fiscal plan, the financial responsibilities of management extend well beyond annual spending plans to include:

- the control of long-term liabilities and recurring expenses; i.e., insuring that the growth of these costs do not out-pace the growth of supporting revenues;
- the provision for the uninterrupted future availability of current assets;
the avoidance of any structural fiscal imbalance (e.g., spending non-recurring revenues on recurring expenses);
- the duty to run government like a business, i.e., recognizing citizens and business owners as shareholders and taking actions appropriate to the protection of that part of their owner's equity that is based on the safety, attractiveness, and overall desirability of the City's living and business environments.

Overall, the City's financial condition is stable and healthy, as a result of our adherence to meeting the longer-term management responsibilities listed directly above.

This budget is a reliable plan to simultaneously maintain service levels, provide the residents of Daytona Beach Shores with a high value environment, and support the long-term financial stability of their government. The preparation of this budget was made possible through citizen participation, cooperation from all Department Heads, and Commission support in planning the financial operations of the City. I want to take this opportunity to thank everyone involved in the process.

Respectfully,

Kurt Swartzlander
City Manager

REVENUE

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-25
GENERAL FUND REVENUE BUDGET
GENERAL FUND FUNCTIONAL SUMMARY

Account Description	FY2022-23 Actual	FY2023-24 Amended Bud.	FY2024-25 Budget	Budget Change
Non-Voted Ad-Valorem Taxes*	8,880,485	9,171,000	10,023,000	852,000
Business & Communication Taxes	1,311,298	1,133,700	1,170,800	37,100
Voter Approved Taxes*	1,207	0	0	0
Franchise Fees & Permits	1,270,518	970,600	1,144,600	174,000
Intergovernmental	1,344,836	1,456,200	1,808,200	352,000
Charges For Services	1,910,815	1,951,900	2,005,300	53,400
Fines & Forfeitures	88,478	97,800	105,000	7,200
Misc. Revenues	1,271,542	715,500	905,500	190,000
TOTAL SOURCES	16,079,180	15,496,700	17,162,400	1,665,700
Transfers (In) from Fund Balance	0	3,500,600	4,575,500	1,074,900
Internal Service & Debt Proceeds	1,234,831	1,276,500	1,266,700	(9,800)
TOTAL REVENUE	17,314,011	20,273,800	23,004,600	2,730,800
Legislative	352,274	206,000	234,500	28,500
Executive	590,112	1,298,400	828,400	(470,000)
Finance	552,525	687,900	762,100	74,200
Legal	140,502	173,300	189,700	16,400
Planning	83,151	125,100	147,700	22,600
Information Technology	0	814,000	663,700	(150,300)
Other Gov't Services	481,690	59,000	59,000	0
Public Safety	6,693,939	7,544,300	7,423,100	(121,200)
Building/Codes	704,853	942,100	756,000	(186,100)
Physical Environment	1,353,267	1,672,900	1,631,200	(41,700)
Public Works	1,316,289	2,442,900	2,000,000	(442,900)
Benefit Term Payout	147,237	48,400	67,100	18,700
Economic Development	126,885	100,000	100,000	0
Parks & Recreation	459,234	2,059,200	655,100	(1,404,100)
Community Center	564,425	671,200	830,900	159,700
TOTAL EXPENDITURES	13,566,383	18,844,700	16,348,500	(2,496,200)
Transfers (Out) To Other Funds	0	0	5,245,100	5,245,100
Contingency	0	1,084,400	1,103,800	19,400
General Debt	0	344,700	307,200	(37,500)
TOTAL APPROPRIATED EXPENDITURES, RESERVES AND BALANCES	13,566,383	20,273,800	23,004,600	2,730,800

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-25
GENERAL FUND REVENUE BUDGET**

Account Description Based on State Revenue Estimate	GENERAL FUND LINE ITEM REVENUE DETAIL			
	FY2022-23 Actual	FY2023-24 Amended Bud.	FY2024-25 Budget	Budget Change
310-3110-11100 Ad-Valorem	8,703,167	9,102,700	9,913,900	811,200
310-3110-11115 Debt Service Ad-Valorem	0	0	0	0
310-3110-12000 Delinq Ad-Valorem	177,318	68,300	109,100	40,800
310-3110-12001 Delinq Debt-Serv Ad-Valorem	1,207	0	0	0
310-3130-13700 Business Tax Receipts	96,834	98,100	98,000	(100)
310-3130-13750 County Business Tax Rcpt.	4,795	3,800	1,000	(2,800)
310-3140-14100 Utility Tax-Elec 10%	1,009,923	810,000	860,000	50,000
310-3140-14110 Utility Tax-Gas 10%	7,536	11,800	11,800	0
310-3140-14130 Local Comm. Service Tax	192,211	210,000	200,000	(10,000)
320-3220-22100 Building Permits	287,100	200,000	250,000	50,000
320-3220-22110 Electric Permits	29,950	26,000	30,000	4,000
320-3220-22120 Plumbing Permits	32,913	30,000	30,000	0
320-3220-22130 Mechanical Permits	35,144	35,000	35,000	0
320-3220-22135 Excavation Permits	0	200	200	0
320-3220-22140 Plan Review	0	300	300	0
320-3220-22180 Franchise Fee-Elec.	777,671	600,000	700,000	100,000
320-3220-22190 Franchise Fee-Gas	33,332	35,000	35,000	0
320-3220-22200 Francise Fee-Impound	26,719	24,100	24,100	0
320-3220-29000 Other Lic. & Permits	47,689	20,000	40,000	20,000
330-3330-33540 Loc.Opt. 1-6 c Fuel Tax (.02)	111,665	30,000	40,000	10,000
330-3330-33550 Loc.Opt. 1-5 c Fuel Tax (.05) [R]	80,772	20,000	45,000	25,000
330-3340-33460 Public Safety Grants	3,351	0	0	0
330-3340-33470 Local Grant	60,144	130,000	130,000	0
330-3340-33600 FEMA Grant	384,788	651,500	350,000	(301,500)
330-3340-33602 HMGP Grant		0	603,500	603,500
330-3350-34410 FDOT Lighting Maint. Agree	109,456	112,700	112,700	0
330-3350-35120 State Revenue Sharing	195,533	150,000	160,000	10,000
330-3350-35150 Alcohol Bev. License	12,168	12,000	12,000	0
330-3350-35180 Loc.Gov. 1/2 Cent Sales Tax	373,195	345,000	350,000	5,000
330-3350-35410 Muni. Vehicle Rebate	5,138	5,000	5,000	0
330-3350-35490 FDOT Signal Maint Agree	8,626	0	0	0
340-3420-42140 Outside Detail	837	2,500	2,500	0
340-3420-42210 County Fire Protect Contract	65,000	65,000	76,100	11,100
340-3430-43400 Garbage Revenue	1,631,106	1,590,900	1,633,700	42,800
340-3430-43600 Recycling Revenue	109,100	115,200	118,800	3,600
340-3430-43700 Purchasing Card Rebates	40,818	40,000	25,000	(15,000)
340-3440-44400 Rentals	10,372	13,300	13,300	0
340-3470-47200 Parks-Maintenance Fee	24,915	100,000	109,700	9,700
340-3470-47530 Comm. Center Fee	6,748	10,000	10,000	0
340-3470-47532 Comm. Ctr. Rental	21,019	15,000	15,000	0
340-3470-47541 Senior Center Misc.	900	0	1,200	1,200
350-3510-51100 Court Fines	38,176	55,000	55,000	0
350-3510-51300 Police/Fire Education	15,461	12,800	15,000	2,200
350-3510-51600 Investigative Reimburse	17,261	10,000	15,000	5,000
350-3510-51700 Code Enforcement Fines	17,581	20,000	20,000	0

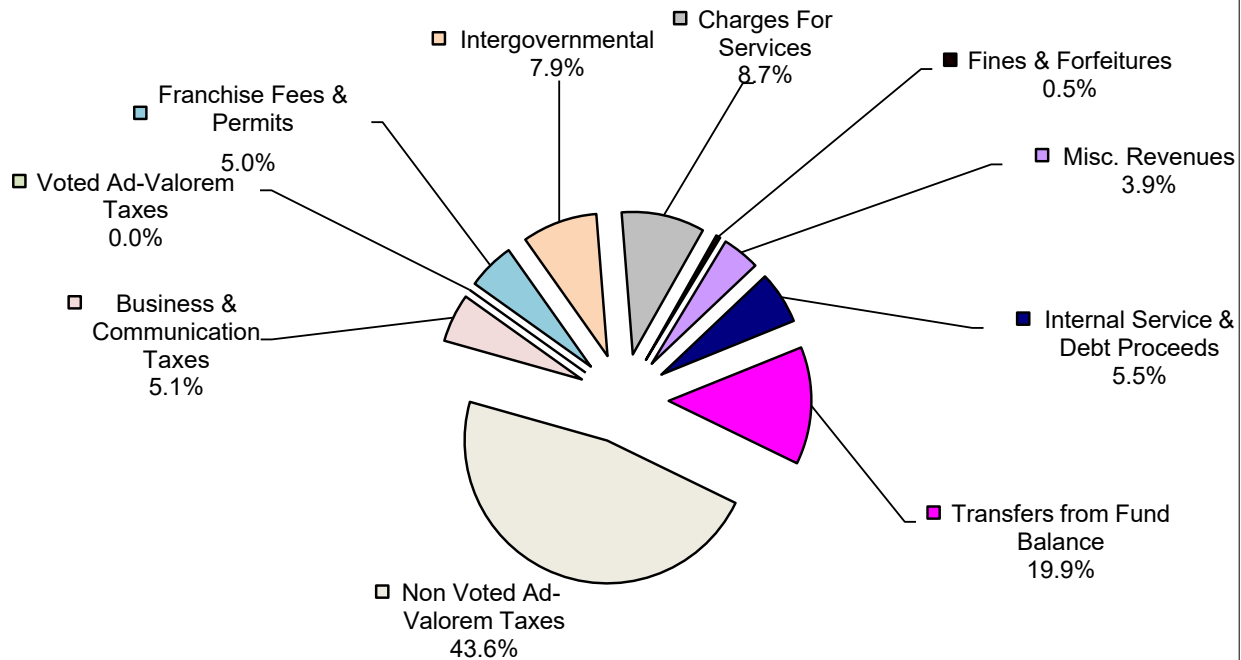
**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-25
GENERAL FUND REVENUE BUDGET**

Account Description Based on State Revenue Estimate	GENERAL FUND LINE ITEM REVENUE DETAIL			
	FY2022-23 Actual	FY2023-24 Amended Bud.	FY2024-25 Budget	Budget Change
360-3610-61000 Pool Cash Interest	66,947	65,000	85,000	20,000
360-3610-61001 Debt Service Millage Interest	0	0	0	0
360-3610-61002 Loan Covenant Reserve Int.	0	0	0	0
360-3610-61200 SBA Operating Interest	27	0	0	0
360-3610-61260 Other Investment Interest	159,672	430,000	0	(430,000)
360-3610-61262 Interest Revenue-Leases	5,566	0	0	0
360-3610-69400 Realized Gain/(Loss)	330,880	0	600,000	600,000
360-3610-69999 Unrealized Gain/(Loss)	227,419	0	0	0
360-3640-64000 Sale of Fixed Assets	11,946	10,000	10,000	0
360-3690-69670 Title Search Fee	7,100	5,500	5,500	0
360-3690-69900 Misc. Revenue	6,276	10,000	10,000	0
360-3690-69910 Insurance Proceeds	455,709	195,000	195,000	0
380-3820-82100 From Sewer Ops (Int.Srv.)	978,000	1,081,900	1,255,900	174,000
380-3841-13800 Debt Proceeds	256,831	194,600	10,800	(183,800)
390-3990-81400 Trans fr Road Imprv Fund Bal	0	188,200	127,900	(60,300)
390-3990-81600 Trans fr Gen Fund Fund Bal		3,312,400	4,447,600	1,135,200
TOTAL GENERAL FUND REVENUE	17,314,011	20,273,800	23,004,600	2,730,000

GENERAL FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2022-23 Actual	FY2023-24 Amended Bud.	FY2024-25 Budget	Budget Change
Non Voted Ad-Valorem Taxes	8,880,485	9,171,000	10,023,000	852,000
Business & Communication Taxes	1,311,298	1,133,700	1,170,800	37,100
Voted Ad-Valorem Taxes	1,207	0	0	0
Franchise Fees & Permits	1,270,518	970,600	1,144,600	174,000
Intergovernmental	1,344,836	1,456,200	1,808,200	352,000
Charges For Services	1,910,815	1,951,900	2,005,300	53,400
Fines & Forfeitures	88,478	97,800	105,000	7,200
Misc. Revenues	1,271,542	715,500	905,500	190,000
Internal Service & Debt Proceeds	1,234,831	1,276,500	1,266,700	(9,800)
Transfers from Fund Balance	0	3,500,600	4,575,500	1,074,900
TOTAL	17,314,011	20,273,800	23,004,600	2,730,800

General Fund Revenue Budget Summary



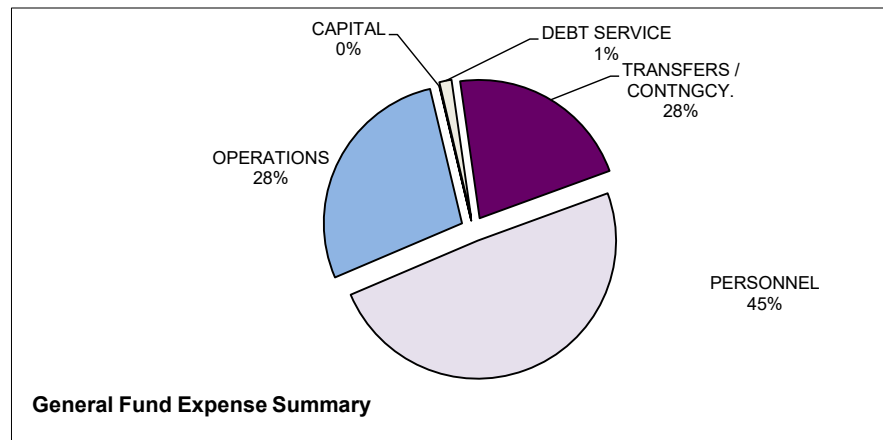
EXPENDITURE

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
GENERAL FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	BUDGET CHANGE
5110	LEGISLATIVE	352,274	206,000	234,500	28,500
5120	EXECUTIVE	590,112	1,298,400	828,400	(470,000)
5130	FINANCE	552,525	687,900	762,100	74,200
5140	LEGAL	140,502	173,300	189,700	16,400
5150	PLANNING	83,151	125,100	147,700	22,600
5160	INFORMATION TECHNOLOGY	0	814,000	663,700	(150,300)
5190	OTHER GOVT. SERVICES	481,690	59,000	59,000	0
5210	PUBLIC SAFETY	6,186,248	7,544,300	7,423,100	(121,200)
5240	BUILDING/CODE DEPT	704,853	942,100	756,000	(186,100)
5390	ENVIRONMENT (Incl. Debt)	1,353,267	1,672,900	1,631,200	(41,700)
5410	PUBLIC WORKS	1,316,289	2,442,900	2,000,000	(442,900)
5690	BENEFIT TERM PAYOUT	147,237	48,400	67,100	18,700
5520	INDUSTRY DEVELOPMENT	126,885	100,000	100,000	0
5720	PARKS & RECREATION	459,234	2,059,200	655,100	(1,404,100)
5751	COMMUNITY CENTER	564,425	671,200	830,900	159,700
5800	TRANSFERS OUT-CAPITAL	0	0	5,245,100	5,245,100
5800	CONTINGENCY	0	1,084,400	1,103,800	19,400
5820	GENERAL DEBT	0	344,700	307,200	(37,500)
TOTAL EXPENDITURES		13,058,692	20,273,800	23,004,600	2,730,800
			0	0	0

PROPOSED BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	8,297,741	9,662,200	10,449,100	786,900
OPERATIONS	4,138,840	5,678,300	5,888,600	210,300
CAPITAL	622,111	3,504,200	10,800	(3,493,400)
DEBT SERVICE	0	344,700	307,200	(37,500)
TRANSFERS / CONTNGCY.	0	1,084,400	6,348,900	5,264,500
TOTAL EXPENDITURES	13,058,692	20,273,800	23,004,600	2,730,800



THE CITY OF DAYTONA BEACH SHORES

LEGISLATIVE

Purpose

This component is responsible for the legislative authority of the City.

City Commission Members

Mayor	Nancy Miller
Vice-Mayor Commission	Michael Politis
Member Commission	Mark Card
Member Commission	Chris Conomos
Member	Stephan Dembinsky

Budget Summary

	LEGISLATIVE		
	Current FY	Proposed	Change
Human Resource Expense	\$69,000	\$67,500	(\$1,500)
Operating Expense	137,000	167,000	(10,000)
TOTAL	206,000	234,500	(\$11,500)

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5110-LEGISLATIVE EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	63,076	63,100	61,900	0.3%	(1,200)
21	FICA	4,825	4,800	4,700	0.0%	(100)
22	RETIREMENT	0	0	0	0.0%	0
23	LIFE/HEALTH INSURANCE	0	0	0	0.0%	0
24	WORKER'S COMP.	1,089	1,100	900	0.0%	(200)
TOTAL PERSONAL SERVICES		68,991	69,000	67,500	0.3%	(1,500)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	0	40,000	0.2%	40,000
40	VEHICLE EXPENSE/TRAVEL	12,389	14,900	14,900	0.1%	0
41	COMMUNICATIONS	824	1,700	1,800	0.0%	100
45	GENERAL INSURANCE	1,623	3,000	1,900	0.0%	(1,100)
47	PRINTING	52	400	400	0.0%	0
49	OTHER CHARGES	86,951	106,800	97,400	0.5%	(9,400)
51	OFFICE SUPPLIES	49	500	500	0.0%	0
52	OPERATING SUPPLIES	417	2,700	2,700	0.0%	0
54	BOOKS/MEMBERSHIPS	5,978	7,000	7,400	0.0%	400
TOTAL OPERATING EXPENSES		108,283	137,000	167,000	0.8%	(10,000)
60	CAPITAL OUTLAY					
610	LAND	175,000	0	0	0.0%	0
TOTAL CAPITAL OUTLAY		175,000	0	0	0.0%	0
GRAND TOTAL		352,274	206,000	234,500	1.1%	(11,500)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5110-LEGISLATIVE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			67,500
10120	REGULAR SALARY		61,900	
	MAYOR			
	COUNCIL MEMBERS (4)			
10210	FICA		4,700	
10220	RETIREMENT		0	
10230	HEALTH		0	
10231	LIFE/VISION/DENTAL/ADD		0	
10240	WORKER'S COMP.		900	
30	OPERATING EXPENSES			167,000
30310	PROFESSIONAL SERVICE		40,000	
	LOBBYING SERVICES	40,000		
30403	VEHICLE EXPENSE/TRAVEL		14,900	
	FLA. LEAGUE CONF. (for 5)	7,000		
	MISC MEETINGS / DINNERS	1,800		
	MISC TRAVEL	4,600		
	VCOG/LEAGUE DINNERS	1,500		
30411	TELEPHONE	1,700	1,700	
30412	POSTAGE	100	100	
30450	GENERAL INSURANCE	1,914	1,900	
30470	PRINTING		400	
	PAPER/BUSINESS CARDS	400		
30490	OTHER CHARGES		97,400	
	CITY MARKETING PROGRAM	29,000		
	COUNCIL MTGS	1,100		
	EMPLOY/CITIZEN RECOGNTN	800		
	FIRST STEP SHELTER	20,000		
	HOPE PLACE	15,000		
	MUSIC LICENSE FEES (BMI, ASCAP)	1,500		
	PO/SD CHAMBER ANNEX	30,000		
30510	OFFICE SUPPLIES	500	500	
30520	OPERATING SUPPLIES	2,700	2,700	
30540	BOOKS/MEMBERSHIP		7,400	
	CONSTANT CONTACT	400		
	FLA LEAGUE OF CITIES	600		
	FLA LEAGUE OF MAYORS	400		
	GREATER CHAMBER	400		
	MISC / QC AD	300		
	PO/SD CHAMBER	400		
	TEAM VOLUSIA BUS. ALLIANCE	3,300		
	V-CARD	400		
	VOL LEAGUE OF CITIES	700		
	VOL. TPO	500		
TOTAL LEGISLATIVE			234,500	234,500

THE CITY OF DAYTONA BEACH SHORES

EXECUTIVE

Purpose

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

Staffing totals 3 FTE:

City Manager
City Clerk
Human Resources

Budget Summary

	EXECUTIVE		
	Current FY	Proposed	Change
Human Resource Expense	\$578,900	\$664,400	\$85,500
Operating Expense	219,500	219,500	(55,500)
TOTAL	719,400	828,400	3,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5120-EXECUTIVE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	334,366	373,100	411,000	1.9%	37,900
13	OTHER SALARY	4,801	8,400	8,400	0.0%	0
15	SPECIAL PAY	529	13,500	14,100	0.1%	600
21	FICA	24,386	27,600	31,600	0.1%	4,000
22	RETIREMENT	89,133	104,500	141,900	0.7%	37,400
23	LIFE/HEALTH INSURANCE	43,956	44,700	50,000	0.2%	5,300
24	WORKER'S COMP.	6,267	7,100	7,400	0.0%	300
	TOTAL PERSONAL SERVICES	503,438	578,900	664,400	3.1%	85,500
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	870	74,000	12,500	0.1%	(61,500)
34	CONTRACTUAL SERVICES	1,200	3,300	0	0.0%	(3,300)
35	TRAINING	1,744	3,000	5,700	0.0%	2,700
40	VEHICLE EXPENSE/TRAVEL	9,010	15,600	20,400	0.1%	4,800
41	COMMUNICATIONS	23,156	35,600	35,700	0.2%	100
45	GENERAL INSURANCE	13,218	36,700	27,400	0.1%	(9,300)
46	REPAIRS/MAINTENANCE	1,426	5,400	3,000	0.0%	(2,400)
47	PRINTING	12,705	13,500	13,500	0.1%	0
49	OTHER CHARGES	11,125	17,200	30,600	0.1%	13,400
51	OFFICE SUPPLIES	2,814	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	4,435	6,000	6,000	0.0%	0
54	BOOKS/MEMBERSHIPS	4,971	5,200	5,200	0.0%	0
	TOTAL OPERATING EXPENSES	86,674	219,500	164,000	0.8%	(55,500)
60	CAPITAL OUTLAY					
63	IMPROVEMENTS	0	500,000	0	0.0%	(500,000)
	TOTAL CAPITAL OUTLAY	0	500,000	0	0.0%	(500,000)
	GRAND TOTAL	590,112	1,298,400	828,400	3.9%	(470,000)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			664,400
10120	REGULAR SALARY		411,000	
	CITY MANAGER			
	CITY CLERK			
	HR GENERALIST			
10130	OTHER SALARY		8,400	
10140	OVERTIME		0	
10150	SPECIAL PAY		14,100	
10210	FICA		31,600	
10220	RETIREMENT		141,900	
10230	HEALTH		47,800	
10231	LIFE/VISION/DENTAL/ADD		2,200	
10240	WORKER'S COMP		7,400	
30	OPERATING EXPENSES			164,000
30310	PROFESSIONAL SERVICE		12,500	
	BACKGROUNDS	1,000		
	MISC SERVICES	10,000		
	TESTING	1,500		
30340	CONTRACT SERVICES		0	
30350	TRAINING		5,700	
	FACC CONFERENCE (2)	400		
	FPHRA	700		
	ICCMA/FCCMA CONFERENCES	1,000		
	IIMC CONFERENCE	400		
	SHRM	1,200		
	GREATER CHAMBER	400		
	MISC. SEMINARS	1,600		
30403	TRAVEL		20,400	
	AUTO ALLOWANCES (CM)	8,400		
	MISC. MEET./DINNERS	2,000		
	TRAVEL/PER DIEM CONF.	10,000		
30411	TELEPHONE		27,800	
	TELEPHONE & CELL	27,800		
30412	POSTAGE		7,900	
	MISC POSTAGE	3,500		
	PELICAN	4,400		
30450	GENERAL INSURANCE	27,367	27,400	
30460	REPAIRS/MAINTENANCE		3,000	
	COPIER MAINT. CONTRACTS (2)	3,000		
30470	PRINTING		13,500	
	MISC.	3,500		
	PELICAN	10,000		

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30490	OTHER CHARGES		30,600	
	ADVERTISING	21,500		
	FLOWERS/PLAQUES	1,600		
	LUNCH/LEARN/MISC	5,500		
	PRESENTATION MATERIAL	2,000		
30510	OFFICE SUPPLIES		4,000	
	GEN. OFFICE SUPPLIES	4,000		
30520	OPERATING SUPPLIES		6,000	
	MISC. SUPPLIES: shirts, printers	6,000		
30540	BOOKS/MEMBERSHIP		5,200	
	BRIGHTHOUSE	800		
	FACC & FPP; MISC	600		
	FCCMA	500		
	FL MUNI ASSOC SAFETY/HEALTH	100		
	FMASH	100		
	ICCMA	1,000		
	ICMA	1,300		
	MISC. PUBLICATIONS	600		
	NEWS JOURNAL (1)	200		
TOTAL EXECUTIVE DEPT.			828,400	828,400

THE CITY OF DAYTONA BEACH SHORES

FINANCE DEPARTMENT

Purpose

This department is responsible for:

- Long-term financial planning and strategic policy development;
- Banking & treasury management;
- Obtaining financing and managing debt;
- Preparing/managing the City's budgets and audited financial report;
- Managing all city insurances and claim recoveries, including FEMA recoveries;
- Preparing interim financial reports and information requests;
- Maintaining asset records and the efficient disposal of depreciated assets;
- Billing and customer service for sewer accounts and solid-waste services;
- Serving as the City's leasing and collection agent for all leased properties;
- Processing all City AIR and A/P, including purchasing cards.
- Maintaining the City's general ledger, including reconciling and insuring the proper recording and accounting treatments of all financial transactions in accordance with State law;
- Preparing payroll (including employee payroll deduction and retirement programs) and managing such in accordance with IRS regulations; and,
- Processing of personnel benefit requests.

Staffing

Staffing totals 5 FTE:

1-Finance Director
1-Accounting Manager
3-Accounting Clerk I, II, III

Note: Approx. 1/3 of staffing costs shown below are cross-charged to the Sewer Fund.

Budget Summary

	FINANCE		
	Current FY	Proposed	Change
Human Resource Expense	\$479,400	\$552,200	\$72,800
Operating Expense	199,400	209,900	10,500
Lease Expense	9,100	0	(9,100)
TOTAL	687,900	762,100	74,200

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5130-FINANCE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	328,959	315,100	360,600	1.7%	45,500
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	724	300	400	0.0%	100
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	24,297	24,100	27,600	0.1%	3,500
22	RETIREMENT	58,694	60,000	74,300	0.3%	14,300
23	LIFE/HEALTH INSURANCE	73,136	74,400	83,300	0.4%	8,900
24	WORKER'S COMP.	6,528	5,500	6,000	0.0%	500
	TOTAL PERSONAL SERVICES	492,338	479,400	552,200	2.6%	72,800
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	2,400	134,200	134,200	0.6%	0
32	ACCOUNT/AUDIT SERVICES	25,150	26,800	29,600	0.1%	2,800
35	TRAINING	3,044	6,000	5,200	0.0%	(800)
40	VEHICLE EXPENSE/TRAVEL	5,234	2,500	4,700	0.0%	2,200
41	COMMUNICATIONS	1,836	2,700	2,200	0.0%	(500)
44	RENT AND LEASE	1,926	600	2,400	0.0%	1,800
45	GENERAL INSURANCE	6,072	6,100	9,500	0.0%	3,400
46	REPAIRS/MAINTENANCE	0	900	900	0.0%	0
47	PRINTING	1,172	1,000	1,000	0.0%	0
49	OTHER CHARGES	6,122	6,900	8,000	0.0%	1,100
51	OFFICE SUPPLIES	4,212	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	1,898	4,400	4,700	0.0%	300
54	BOOKS/MEMBERSHIPS	1,121	2,300	2,500	0.0%	200
	TOTAL OPERATING EXPENSES	60,187	199,400	209,900	1.0%	10,500
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
65	LEASE	0	9,100	0	0.0%	(9,100)
	TOTAL CAPITAL OUTLAY	0	9,100	0	0.0%	(9,100)
	GRAND TOTAL	552,525	687,900	762,100	3.6%	74,200

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			552,200
10120	REGULAR SALARY		360,600	
	FINANCE DIRECTOR			
	ACCOUNTING CLERK SUPERVISOR			
	ACCOUNTING CLERK I, II, III			
10130	OTHER SALARY		0	
10140	OVERTIME		400	
10150	SPECIAL PAY		0	
10210	FICA		27,600	
10220	RETIREMENT		74,300	
10230	HEALTH		79,700	
10231	LIFE/VISION/DENTAL/ADD		3,600	
10240	WORKER'S COMP.		6,000	
30	OPERATING EXPENSES			209,900
30310	PROFESSIONAL SERVICES		134,200	
	OPEB ACTUARY	4,200		
	RESILIENCY STUDY	130,000		
30320	ACCOUNT/AUDIT SERVICES		29,600	
	ANNUAL AUDIT/CAFR	25,100		
	SINGLE AUDIT (Fed &State)	4,500		
30350	TRAINING		5,200	
	Annual FICPA Conference	700		
	GFOA Conference	500		
	FGFOA Conference (2)	1,400		
	FGFOA School of Government (2)	1,400		
	FGFOA Boot Camp	600		
	Quarterly VF FGFOA Meetings (5)	625		
30403	TRAVEL		4,700	
	EOC-Emergency Management	100		
	FGFOA Conference (2)	1,300		
	FGFOA School of Government (2)	1,300		
	FICPA	300		
	GFOA Conference	1,600		
	Quarterly VF FGFOA Meetings (5)	100		
30411	TELEPHONE	1,200	1,200	
30412	POSTAGE	1,000	1,000	
30440	RENTAL/LEASE		2,400	
	CROWN SHREDDING	400		
	PITNEY-BOWES/POSTAGE METER	2,000		
30450	GENERAL INSURANCE	9,489	9,500	
30460	REPAIRS/MAINTENANCE		900	
	COPIER	300		
	FOLDER	300		
	SHREDDER	300		
30470	PRINTING		1,000	
	ANNUAL BUDGET	200		
	CHECKS, ENVELOPES, MISC	600		
	COPIER	200		
30490	OTHER CHARGES		8,000	
	BANK, ACH FEES	7,000		
	MISC.	1,000		
30510	OFFICE SUPPLIES		5,000	
	CHECK PRINTER COVER	100		
	MISC	1,200		
	PAPER	1,700		
	TONER/POSTAGE METER INK	2,000		

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	
30520	OPERATING SUPPLIES		4,700	
	MISC	3,000		
	UNIFORMS	1,300		
	WATER	400		
30540	PUBLICATIONS/MEMBERSHIPS		2,500	
	AICPA MEMBERSHIP	450		
	BUDGET/ACFR AWARD	1150		
	CGFO	100		
	FGFOA & V/F FGFOA MEM. (5)	125		
	FICPA MEMBERSHIP	400		
	GFOA MEMBERSHIP (2)	300		
TOTAL FINANCE DEPT.			762,100	762,100

THE CITY OF DAYTONA BEACH SHORES

LEGAL

Purpose

This component provides for the provision of legal services costs and related expenditures, including legal settlements and insurance deductibles.

Budget Summary

LEGAL			
	Current FY	Proposed	Change
Human Resource Expense			\$0
Operating Expense	173,300	189,700	16,400
TOTAL	173,300	189,700	16,400

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5140-LEGAL EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	105,000	114,000	122,400	0.6%	8,400
47	PRINTING/CITY ORD.	3,239	2,500	10,000	0.0%	7,500
49	OTHER CHARGES	32,263	56,800	57,300	0.3%	500
	TOTAL OPERATING EXPENSE	140,502	173,300	189,700	0.9%	16,400
	GRAND TOTAL	140,502	173,300	189,700	0.9%	16,400

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5140-LEGAL EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			189,700
30313	MISC LEGAL FEES	122,400	122,400	
30470	PRINTING		10,000	
	ORDINANCE CODIFICATIONS	2,500		
30490	OTHER CHARGES		57,300	
	ELECTIONS	5,000		
	LEGAL ADVERTISING	25,000		
	MISC	400		
	RECORDING FEES	1,500		
	SETTLEMNTS/DEDUCTIBLS	25,400		
TOTAL LEGAL			189,700	189,700

THE CITY OF DAYTONA BEACH SHORES

PLANNING

Purpose

This component provides for master planning and development for and relating to the City. Included herein are expenditures for a full-time planner's position and for operations of the Planning and Zoning Board.

Staffing totals **1 FTE:**

City Planner

Budget Summary

	PLANNING		
	Current FY	Proposed	Change
Human Resource Expense	\$102,700	\$122,200	\$19,500
Operating Expense	22,400	25,500	3,100
TOTAL	125,100	147,700	22,600

**CITY OF DATYONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5150-COMPREHENSIVE PLANNING EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	52,498	72,100	82,500	0.4%	10,400
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	130	0	0	0.0%	0
15	SPECIAL	0	0	3,800	0.0%	3,800
21	FICA	3,499	5,500	6,600	0.0%	1,100
22	RETIREMENT	4,956	8,900	11,200	0.1%	2,300
23	LIFE/HEALTH INSURANCE	14,631	14,900	16,600	0.1%	1,700
24	WORKER'S COMP.	1,654	1,300	1,500	0.0%	200
	TOTAL PERSONAL SERVICES	77,368	102,700	122,200	0.6%	19,500
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	1,160	10,000	10,000	0.0%	0
35	TRAINING	3,263	2,100	5,100	0.0%	3,000
40	VEHICLE EXPENSE/TRAVEL	0	1,400	1,400	0.0%	0
41	COMMUNICATIONS	718	500	500	0.0%	0
47	PRINTING	87	500	500	0.0%	0
52	OPERATING SUPPLIES	306	400	500	0.0%	100
54	BOOKS/MEMBERSHIPS	249	1,500	1,500	0.0%	0
55	PLANNING BOARD	0	6,000	6,000	0.0%	0
	TOTAL OPERATING EXPENSES	5,783	22,400	25,500	0.1%	3,100
	GRAND TOTAL	83,151	125,100	147,700	0.7%	22,600

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5150-COMPREHENSIVE PLANNING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			122,200
10120	REGULAR SALARY		82,500	
	CITY PLANNER			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10150	SPECIAL		3,800	
10210	FICA		6,600	
10220	RETIREMENT		11,200	
10230	HEALTH		15,900	
10231	LIFE/VISION/DENTAL/ADD		700	
10240	WORKER'S COMP		1,500	
30	OPERATING EXPENSES			25,500
30310	PROFESSIONAL SERVICES		10,000	
	ANNEX MAPPING/ GIS SRVS	7,000		
	ENGINEERING SERVICES	3,000		
30350	TRAINING		5,100	
	AICP EXAM	700		
	CONTINUING ED CLASSES	3,000		
	SEMINARS/ASSOCIATIONS, AICP	1,400		
30403	TRAVEL		1,400	
	SEMINARS/WORKSHOPS	1,400		
30412	POSTAGE	500	500	
30470	PRINTING	500	500	
30520	OPERATING SUPPLIES		500	
	MISC SUPPLY	500		
30540	BOOKS,SUBSCRIP/MEMBER	1,500	1,500	
30550	PLANNING BOARD		6,000	
	HEARINGS/LEGAL EXPENSES	6,000		
TOTAL COMPREHENSIVE PLANNING			147,700	147,700

THE CITY OF DAYTONA BEACH SHORES
INFORMATION TECHNOLOGY

Purpose

This component provides for costs associated with providing information technology to the city. Included herein are the hardware and software costs associated with administering the City's overall network infrastructure.

Staffing totals **2 FTEs**:

1-Information Technology Manager
1-Information Technology Analyst

Budget Summary

	INFORMATION TECHNOLOGY		
	Current FY	Proposed	Change
Human Resource Expense	\$256,100	\$283,600	\$27,500
Operating Expense	372,400	380,100	7,700
Software as a Service	185,500	0	(185,500)
TOTAL	814,000	663,700	(150,300)

**CITY OF DATYONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5160-INFORMATION TECHNOLOGY**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	0	182,500	197,100	0.9%	14,600
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	0	3,400	6,500	0.0%	3,100
21	FICA	0	14,200	15,600	0.1%	1,400
22	RETIREMENT	0	22,900	27,700	0.1%	4,800
23	LIFE/HEALTH INSURANCE	0	29,800	33,300	0.2%	3,500
24	WORKER'S COMP.	0	3,300	3,400	0.0%	100
	TOTAL PERSONAL SERVICES	0	256,100	283,600	1.3%	27,500
30	OPERATING EXPENSES					
40	VEHICLE EXPENSE/TRAVEL	0	5,000	4,800	0.0%	(200)
41	COMMUNICATIONS	0	54,200	25,000	0.1%	(29,200)
52	OPERATING SUPPLIES	0	313,200	350,000	1.6%	36,800
54	BOOKS/MEMBERSHIPS	0	0	300	0.0%	300
	TOTAL OPERATING EXPENSES	0	372,400	380,100	1.8%	7,700
60	CAPITAL OUTLAY					
65	SOFTWARE AS A SERVICE	0	185,500	0	0.0%	(185,500)
	TOTAL CAPITAL OUTLAY	0	185,500	0	0.0%	(185,500)
	GRAND TOTAL	0	814,000	663,700	3.1%	(150,300)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5160-INFORMATION TECHNOLOGY**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			283,600
10120	REGULAR SALARY		197,100	
	IT DIRECTOR			
	IT ANALYST			
10130	OTHER SALARY		0	
10140	OVERTIME		6,500	
10210	FICA		15,600	
10220	RETIREMENT		27,700	
10230	HEALTH		31,900	
10231	LIFE/VISION/DENTAL/ADD		1,400	
10240	WORKER'S COMP		3,400	
30	OPERATING EXPENSES			380,100
30403	TRAVEL		4,800	
	TRAVEL	4,000		
	REGISTRATION FEES	800		
30411	TELEPHONE		25,000	
	SPECTRUM PS	12,900		
	SPECTRUM CH	9,240		
	T-MOBILE BACKUP INTERNET PS	1,430		
	T-MOBILE BACKUP INTERNET CH	1,430		
30520	OPERATING SUPPLIES		7,000	
	MISC SUPPLY	7,000		
30521	SOFTWARE MAINTENANCE-CH		121,600	
	0365 EA Agreement			
	Activtrak	625		
	Adobe Licensing	2,600		
	Airtame Cloud Plus Annual Maint (IT Mgmt	400		
	Audio/Video Misc	1,000		
	Bluebeam Core-7 Seats (Comm Svcs)	2,200		
	Civic Accessibility Service (Website)	5,000		
	Civic Clerk (Exec)	3,700		
	Civic Clerk Live Meeting Mgmt (Leg)	1,600		
	Civic Engage - City Web Site	10,000		
	Civic Gov (Comm Svcs)	27,000		
	Civic Rec (Comm Center)	4,500		
	CivicOnline Code-Municode (Comm Svcs)	4,000		
	Digital Ocean Video Streaming (IT Mgmt)	700		
	Domain Mnagement (IT Mgmt)	800		
	Epiphan Cloud Streaming Service	1,400		
	ESRI (ARCGIS) Licensing (Comm Svcs)	3,100		
	Guardian Tracking Contract	4,500		
	Just FOIA (Exec)	7,200		
	Lastpass (IT Mgmt)	180		
	Lobby Tools (Leg)	5,500		
	Mobile Device Management Software(IT M	1,700		
	Iworqs	5,000		
	Public Works Ticketing System (Comm Svc	3,400		
	Social Media Archiving			
	Tyler Munis Cloud solution			
	Social Media Archiving	6,100		
	Tyler Recruiting (Exec)	6,400		
	VEEAM 0365 Backup Licenses (130)			
	Tyler Training (Exec)	3,000		
	VMWare (IT Mgmt)	10,000		

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5160-INFORMATION TECHNOLOGY**

30529	SOFTWARE MAINTENANCE-PS		97,900
	3SI Software (CID)	800	
	AD Audit Plus (IT Mgmt)	2,800	
	AD Audit Plus Azure Plugin (IT Mgmt)	1,000	
	AD Manager Plus Annual Software	3,300	
	Adobe Licensing	2,600	
	CID Software 3SI		
	County RMS System		
	Crossmatch Scanner Contract	1,000	
	Cybercheck - CID	5,100	
	eAgent software	6,300	
	Easeus Partition Software (IT Mgmt)	400	
	Endpoint Central (IT Mgmt)	6,000	
	Event Log Analyzer (IT Mgmt)	1,500	
	Finder software	6,300	
	Fuel Master Software (Fleet)	1,450	
	Genesis Gengeral Diagnostic Comp Sol(m	800	
	Intelligent Video Solutions (CID Cams)	700	
	Interview room software/hardware 9cid0	1,000	
	Jewel Consulting (Power DMS)	1,000	
	Leadsonline Software Annual Maint. (CID)	3,800	
	Manager Plus (Fleet)	2,500	
	Mobile Device Management Software (IT M	1,700	
	Offsite Backup Quest		
	Op Manager (IT Mgmt)	3,950	
	Op Manager Annual NCM Add on		
	Op Manager Storage Monitoring Add On annual Software		
	Opmanager SPM/IPAM Add on Annual Software		
	Power DMS FTO Software	3,500	
	Power DMS Software	7,800	
	Quartermaster Software	11,900	
	Rapid ID software support	500	
	Station Alerting System (County)	10,000	
	Target Solutions Fire/EMS TNG Software	7,600	
	TLO Investigate Software (CID)	2,300	
	Zoho Assist (IT Mgmt)	250	
30523	SOFTWARE ADHOC		5,500
	0365 Backup Licenses	4,000	
	Misc. Software	1,500	
30524	HARDWARE REPAIR & MAINTENANCE-CH		31,500
	Access Control readers and hardware	1,500	
	Computer Repair/Maintenance	1,000	
	Desktop Monitor upgrades	800	
	Desktop Replacements(8)	10,400	
	Laptop Replacements	5,000	
	Misc. AV/Video Equipment	1,500	
	Networking hardware R&R	1,000	
	Plotter Printer (Comm Svcs)	7,300	
	Printer repairs/replacement	1,000	
	Server/storage Hardware R&R	1,000	
	Surveillance Repair and Maint	1,000	
30525	HARDWARE REPAIR & REPLACEMENT-PS		49,900
	Access Control readers and hardware	2000	
	Axon Equipment	5000	
	Computer Repair/Maintenance	1000	

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5160-INFORMATION TECHNOLOGY**

	Desktop Monitor upgrades	800	
	Desktop Replacements(8)	10,400	
	Laptop Docks/Equipment	2,500	
	Laptop Replacement/Admin	2,500	
	Laptop Replacements/LEO	20,000	
	Misc AV/Video Equipment	1,500	
	Networking hardware R&R	1,200	
	Printer repairs/replacement	1,000	
	Server/Storage Hardware R&R	1,000	
	Surveillance Repair and Maint	1,000	
30526	SECURITY SOFTWARE		24,800
	Antivirus, CrowdStrike	11,000	
	DUO	9,000	
	KnowBe4 Security training	4,800	
30527	HARDWARE MAINTENANCE/SUPPORT-CH		7,600
	Cisco Firepower Mgmt Center	275	
	Cisco Firewall Maintenance	1,875	
	HP Nimble San Maintenance	4,900	
	Tyler Timeclock Maintenance	500	
30528	HARDWARE MAINTENANCE/SUPPORT-PS		4,200
	AMAG SSA Contract	2,000	
	Cisco Firepower Mgmt Center	275	
	Cisco Firewall Maintenance	1,875	
30540	BOOKS,SUBSCRIP/MEMBER		300
	FLGISA MEMBERSHIP DUES	300	
TOTAL INFORMATION TECHNOLOGY			663,700
			663,700

THE CITY OF DAYTONA BEACH SHORES
OTHER GOVERNMENT SERVICES

Purpose

This component provides for costs associated with providing general governmental services, which are not specifically classified within other activity classifications. Included herein are the various City boards, e.g., Code Enforcement Board, and the Beautification Board.

Budget Summary

OTHER GOV'T SERVICES EXPENSE			
	Current FY	Proposed	Change
Human Resource Expense			\$0
Operating Expense	59,000	59,000	0
TOTAL	59,000	59,000	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5190-OTHER GOVERNMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
356	COMPUTING NETWORK MAINT	458,785	0	0	0.0%	0
553	CODE ENFORCEMENT MAGISTRATE	3,215	6,000	6,000	0.0%	0
556	CITY BEAUTIFICATION GRANT	3,999	53,000	53,000	0.2%	0
565	CULTURE AND ENTERTAINMENT	15,691	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	481,690	59,000	59,000	0.3%	0
	GRAND TOTAL	481,690	59,000	59,000	0.3%	0

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5190-OTHER GOVERNMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			59,000
30553	CODE ENFORCEMENT BOARD		6,000	
30556	CITY BEAUTIFICATION GRANT		53,000	
	Beautification Grants	3,000		
	FPL UTILITY BOX COVER PROGRAM	50,000		
OTHER GOVERNMENT TOTAL			59,000	59,000

THE CITY OF DAYTONA BEACH SHORES

PUBLIC SAFETY

Purpose

This department is responsible for general police administration including patrol and traffic functions, enforcement of City ordinances along with state and federal laws, investigation of crime, enhancement of community relations, and crime prevention activities. In addition, this component is responsible for fire prevention, fire suppression, emergency medical treatment including basic and advanced life-support services with paramedics and emergency medical technicians, public education, and arson investigations within the City.

Staffing

Staffing totals 51.2 FTE:

SWORN

1 - Director
3 - Lieutenants
2 - Detectives
25 - PS Officers
5 - Sergeants

2 - Auto Mechanics
5 - Clerical
1 - Life Coach/Trainer
8.6 - Reserves/OT (FTE)

For this budget presentation, the Public Safety Department is organizationally aligned as shown below:

6 - Administration
36 - Public Safety, CID, & Rescue
2 - Vehicle Maintenance Division

Budget Summary

	PUBLIC SAFETY		
	Current FY	Proposed	Change
Human Resource Expense	\$5,667,100	\$6,044,200	\$367,100
Operating Expense	1,414,200	1,368,100	(46,100)
Leases	0	10,800	10,800
TOTAL	7,081,300	7,423,100	331,800

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
PUBLIC SAFETY SUMMARY**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	2,757,411	3,244,100	3,436,500	16.2%	192,400
13	OTHER SALARY	26,405	0	0	0.0%	0
14	OVERTIME	384,989	485,200	390,500	1.8%	(94,700)
15	SPECIAL PAY	50	33,800	24,900	0.1%	(8,900)
21	FICA	234,180	259,600	280,100	1.3%	20,500
22	RETIREMENT	699,558	947,900	1,114,500	5.2%	166,600
23	LIFE/HEALTH INSURANCE	652,569	640,000	733,000	3.4%	93,000
24	WORKER'S COMP.	56,142	66,500	64,700	0.3%	(1,800)
	TOTAL PERSONAL SERVICES	4,811,304	5,677,100	6,044,200	28.4%	367,100
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	3,342	15,000	15,000	0.1%	0
34	CONTRACTUAL SERVICES	25,916	26,200	18,800	0.1%	(7,400)
35	TRAINING	61,653	130,600	112,100	0.5%	(18,500)
40	VEHICLE EXPENSE/TRAVEL	196,447	210,200	219,100	1.0%	8,900
41	COMMUNICATIONS	30,862	47,900	68,800	0.3%	20,900
43	UTILITIES	99,373	105,800	92,300	0.4%	(13,500)
44	RENT AND LEASE	18,787	35,300	22,600	0.1%	(12,700)
45	GENERAL INSURANCE	150,066	284,200	188,900	0.9%	(95,300)
46	REPAIRS/MAINTENANCE	50,910	77,200	69,600	0.3%	(7,600)
47	PRINTING	3,236	2,000	3,500	0.0%	1,500
49	OTHER CHARGES	4,271	17,500	19,500	0.1%	2,000
51	OFFICE SUPPLIES	8,425	11,400	11,400	0.1%	0
52	OPERATING SUPPLIES	396,792	438,100	512,900	2.4%	74,800
54	BOOKS/MEMBERSHIPS	5,083	12,800	13,600	0.1%	800
	TOTAL OPERATING EXPENSES	1,055,163	1,414,200	1,368,100	6.4%	(46,100)
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	453,000	0	0.0%	(453,000)
645	LEASES	319,781	0	10,800	0.1%	10,800
	TOTAL CAPITAL OUTLAY	319,781	453,000	10,800	0.1%	(442,200)
	GRAND TOTAL	6,186,248	7,544,300	7,423,100	34.9%	(121,200)

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5210-PUBLIC SAFETY ADMIN. EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	788,326	604,900	837,500	3.9%	232,600
13	OTHER SALARY	20,043	0	0	0.0%	0
14	OVERTIME	4,360	4,600	4,600	0.0%	0
15	SPECIAL PAY	0	19,400	11,900	0.1%	(7,500)
21	FICA	58,266	47,600	65,300	0.3%	17,700
22	RETIREMENT	154,429	134,400	220,600	1.0%	86,200
23	LIFE/HEALTH INSURANCE	161,046	119,000	166,500	0.8%	47,500
24	WORKER'S COMP.	14,971	11,100	14,300	0.1%	3,200
	TOTAL PERSONAL SERVICES	1,201,441	941,000	1,320,700	6.2%	379,700
30	OPERATING EXPENSES					
35	TRAINING	5,580	8,500	9,000	0.0%	500
40	VEHICLE EXPENSE/TRAVEL	22,704	51,100	52,300	0.2%	1,200
41	COMMUNICATIONS	17,916	28,100	48,900	0.2%	20,800
43	UTILITY SERVICES	99,373	105,800	92,300	0.4%	(13,500)
44	RENT AND LEASE	336	5,800	2,800	0.0%	(3,000)
45	GENERAL INSURANCE	149,511	151,100	110,500	0.5%	(40,600)
46	REPAIRS/MAINTENANCE	406	1,900	1,500	0.0%	(400)
47	PRINTING	451	1,000	1,500	0.0%	500
49	OTHER CHARGES	4,271	17,500	19,500	0.1%	2,000
51	OFFICE SUPPLIES	4,758	6,400	6,400	0.0%	0
52	OPERATING SUPPLIES	14,057	26,500	24,500	0.1%	(2,000)
54	BOOKS/MEMBERSHIPS	4,215	7,900	8,600	0.0%	700
55	COMPUTING NETWORK	458,785	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	782,363	411,600	377,800	1.8%	(33,800)
60	CAPITAL OUTLAY					
62	BUILDING	0	0	0	0.0%	0
64	EQUIPMENT	0	0	0	0.0%	0
645	LEASES	319,781	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	319,781	0	0	0.0%	0
	GRAND TOTAL	2,303,585	1,352,600	1,698,500	8.0%	345,900

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5210-PUBLIC SAFETY ADMIN. EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			1,320,700
10120	REGULAR SALARY		837,500	
	PUBLIC SAFETY DIRECTOR			
	ADMIN. ASST			
	RECORDS CLERK			
	LIEUTENANT(S)			
	CRIME ANALYST			
	ACCREDITATION/FIRE SUPT.			
10130	OTHER SALARY		0	
10140	OVERTIME		4,600	
10150	SPECIAL PAY		11,900	
10210	FICA		65,300	
10220	RETIREMENT		220,600	
10230	HEALTH		159,400	
10231	LIFE/VISION/DENTAL/ADD		7,100	
10240	WORKER'S COMP.		14,300	
30	OPERATING EXPENSES			377,800
30350	TRAINING		9,000	
	ACCREDITATION CONFERENCES	1,000		
	CAREER DEVELOPMENT	800		
	CEU/MISC TRAINING & BOOKS	700		
	CID TRAINING	800		
	FIRE MARSHALL CONFERENCES	1,000		
	IACP CONFERENCE	500		
	MISC TRAINING	500		
	MISC TRAINING BOOKS	800		
	POLICE CHIEFS CONF	900		
	PROPERTY/EVIDENCE TRAINING	2,000		
30401	GAS/OIL	24,900	24,900	
30402	REPAIRS		13,200	
	1 BATTERY, 1 SET OF TIRES, OIL CHANGES (9)	1,000		
	BRAKE JOBS	400		
	LIGHTS, SIREN-1 VEHICLE	7,000		
	MISCELLANEOUS REPAIRS	4,200		
	TUNEUPS 99)	600		
30403	TRAVEL		14,200	
	ACCREDITATION CONFERENCES	3,000		
	CID CONFERENCES	800		
	FIRE MARSHALL CONF	1,000		
	FLORIDA POLICE CHIEF'S CONFS	2,500		
	IACP CONFERENCE	1,200		
	MISC. SEMINARS/CONFER	4,500		
	WITNESS INTERVIEWS/SUSPECTS	1,200		
30411	TELEPHONE		47,200	
	PHONES/FAX/CABLE	42,700		
	T-MOBILE WIRELESS PHONES	4,500		
30412	POSTAGE	1,700	1,700	
30431	ELECTRIC	81,000	81,000	
30432	WATER		9,500	
	DAYTONA BEACH	3,500		
	PORT ORANGE	6,000		
30434	SEWER	1,800	1,800	
30440	LEASES		2,800	
	COPIER	900		
	MISC. VEH. RENTALS	1,900		
30450	GENERAL INSURANCE	110,540	110,500	
30460	REPAIRS/MAINTENANCE		1,500	
	AMAZON MUSIC	200		
	MISCELLANEOUS	1,000		
	SHREDDER CONTRACT	300		
30470	PRINTING	1,500	1,500	

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5210-PUBLIC SAFETY ADMIN. EXPENSE**

30490	OTHER CHARGES		19,500
	AWARDS CEREMONY	4,000	
	COMMUNITY OUTREACH	3,500	
	DRUG BUYS/INFORMANT.	5,000	
	RECRUITING	2,000	
	RETIREMENT	2,000	
	TOUR DE FORCE	3,000	
30510	OFFICE SUPPLIES	6,400	6,400
30520	OPERATING SUPPLIES		24,500
	CULLIGAN WATER COOLER	1,000	
	CLOTHING ALLOWS.	5,500	
	EVIDENCE SUPPLS/PROC	6,000	
	MISC. OPERATING/CLEANING	2,500	
	OFFICE CHAIRS/FOLDING CHAIRS	3,500	
	UNIFORMS & CLEANING	6,000	
30540	BOOKS/MEMBERSHIP		8,600
	Assorted Memberships and Subscriptions	1,000	
	Code Books & Updates	3,000	
	FBI Academy Assoc.	120	
	FBI LEEDA	50	
	FLA PAC	650	
	Florida Fire Marshall Assoc.	100	
	Florida Police Chiefs Assoc.	600	
	IAPE	100	
	International Assoc. of Fire Chiefs	100	
	International Police Chiefs Assoc.	190	
	National Directory	200	
	NFPA Subscription Service/Membership	1,800	
	ROCIC	300	
	VCFPA	25	
	Volusia County Fire Chief Assoc/VCFPA	150	
	Volusia County Police Chiefs	200	
TOTAL P.S. ADMIN.		1,698,500	1,698,500

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5211-PUBLIC SAFETY PATROL EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	FY2023-24 BUDGET	FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	1,871,798	2,539,600	2,489,200	11.7%	(50,400)
13	OTHER SALARY	5,513	0	0	0.0%	0
14	OVERTIME	380,629	478,100	383,100	1.8%	(95,000)
15	SPECIAL PAY	50	11,900	13,000	0.1%	1,100
21	FICA	168,761	204,200	206,200	1.0%	2,000
22	RETIREMENT	534,307	800,900	878,600	4.1%	77,700
23	LIFE/HEALTH INSURANCE	460,105	491,200	533,200	2.5%	42,000
24	WORKER'S COMP.	39,430	53,600	48,600	0.2%	(5,000)
	TOTAL PERSONAL SERVICES	3,460,593	4,579,500	4,551,900	21.4%	(27,600)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	3,342	15,000	15,000	0.1%	0
34	CONTRACTUAL SERVICES	25,000	24,700	17,300	0.1%	(7,400)
35	TRAINING	55,998	121,100	102,100	0.5%	(19,000)
40	VEHICLE EXPENSE/TRAVEL	172,067	157,600	164,100	0.8%	6,500
41	COMMUNICATIONS	12,946	19,800	19,900	0.1%	100
44	RENT AND LEASE	18,451	29,500	19,800	0.1%	(9,700)
45	GENERAL INSURANCE	0	126,500	74,000	0.3%	(52,500)
46	REPAIRS/MAINTENANCE	47,144	66,600	60,000	0.3%	(6,600)
47	PRINTING	2,785	1,000	2,000	0.0%	1,000
51	OFFICE SUPPLIES	3,667	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	379,871	397,700	466,600	2.2%	68,900
54	BOOKS/MEMBERSHIPS	868	4,900	5,000	0.0%	100
	TOTAL OPERATING EXPENSES	722,139	969,400	950,800	4.5%	(18,600)
60	CAPITAL OUTLAY					
64	EQUIPMENT	507,691	453,000	0	0.0%	(453,000)
645	LEASES	0	0	10,800	0.1%	10,800
	TOTAL CAPITAL OUTLAY	507,691	453,000	10,800	0.1%	(442,200)
	GRAND TOTAL	4,690,423	6,001,900	5,513,500	25.9%	(488,400)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5211-PUBLIC SAFETY PATROL**

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	PERSONAL SERVICES			4,551,900
10120	REGULAR SALARY		2,489,200	
	SERGEANTS			
	DETECTIVES			
	OFFICERS/RESCUE			
10130	OTHER SALARY		0	
10140	OVERTIME		383,100	
10150	SPECIAL PAY		13,000	
10210	FICA		206,200	
10220	RETIREMENT		878,600	
10230	HEALTH		510,200	
10231	LIFE/VISION/DENTAL/ADD/CANCER		23,000	
10240	WORKER'S COMP.		48,600	
30	OPERATING EXPENSES			950,800
30310	PROFESSIONAL SERVICES		15,000	
	DRUG SCREENINGS-NEW HIRE (10)	1,000		
	HEPATITIS B VAC.	2,000		
	MISC	1,000		
	MISC DRUG SCREENS	1,000		
	PHYS/EKG/PSYCH EXAMS	4,000		
	PSYCHOLOGICAL EXAMINATIONS	6,000		
30340	CONTRACT SERVICES		17,300	
	CERTIFICATE RENEWALS	1,700		
	COPIER	600		
	OUTSIDE CONTRACT SERVICES	15,000		
30350	TRAINING		100,600	
	Career Development Courses	2,000		
	CID Training & Conferences	5,000		
	Defensive Tactics Instructor	3,000		
	EDGEWATER RANGE	1,000		
	Educational Reimbursement	13,000		
	EVOC/PumpOps/Company Officer training	5,000		
	Fire Inspector CEU	3,000		
	Firearms Instructor Training	5,000		
	Firearms Training/Training Ammo	20,000		
	IA Conference	1,000		
	JIUJITSU TRAINING	12,000		
	Less lethal training/TRAINING AMMO	1,000		
	Misc. Training Expenses	19,000		
	Motors Training	1,000		
	Paramedic and EMT Re-Certification	1,100		
	Police & Fire Related Courses, Books, Seminars	1,000		
	SIMUNITIONS AMMUNITION	2,000		
	Tactical Team training	4,000		
	TRT Rope Rescue	1,500		
30351	PSO FIRE TRAINING	1,500	1,500	
30401	GAS/OIL	65,100	65,100	
30402	REPAIRS		81,500	
	CONTRACT CAR WASH	9,000		
	CONTROL SYSTEM	1,500		
	GEN.REPAIR/MAINT	65,000		
	MOTORCYCLE EQUIP	2,000		
	REAR CARGO BOX AREA LOCK BOX	2,000		
	WHELEN LIGHT & SIREN PACKAGE	2,000		
30403	TRAVEL		17,500	
	CID- Travel to Seminars, Court and Conferences	9,000		
	Fire Marshal - Travel to Conferences	3,500		
	Patrol -Travel to Seminars, Court and Conferences	5,000		
30411	TELEPHONE		19,900	
	T-MOBILE	19,900		

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL (CON'T)
5211-PUBLIC SAFETY PATROL**

30440	LEASES		19,800
	D.B. HYDRANTS	7,500	
	P.O. HYDRANTS	12,300	
30450	GENERAL INSURANCE	74,003	74,000
30460	REPAIRS/MAINTENANCE		60,000
	02 System Maintenanc/hydro tests	5,000	
	Bio Hazard Disposal	2,000	
	Bunker Gear cleaning	1,000	
	Fire Extinguisher service	400	
	Hose Monster Bundle-hydrant flow test kit	4,000	
	HYDRO TEST SCBA BOTTLES	2,000	
	Ladder repair & labels	1,000	
	Maintenance Contract for Radios	5,000	
	Mako Compressor Maintenance & Repairs	4,000	
	Medical Equipment	800	
	Meth lab cleanup	6,000	
	Misc. Services/Repairs	2,300	
	MSA Annual flow tests/repairs	3,000	
	Pump, Ladder & Hose Testing	6,000	
	Radar Units (Calibrate 2 times/year-repairs)	2,000	
	Radio and Light Bars not included in Maintenance Cor	1,000	
	Radio Profile Update 80 @ \$34.00 each	3,000	
	Recertify intox simulators	3,500	
	TNT/Edraulic/strong arm servicing	2,000	
	Weapon maintenance & replacement parts	2,000	
	Zoll Tech Support 2 life paks	4,000	
30470	PRINTING		2,000
	REPORTS/FORMS/ETC...	2,000	
30510	OFFICE SUPPLIES	5,000	5,000
30520	OPERATING SUPPLIES		466,600
	2 Replacement chairs	1,000	
	AED 10 @1800 EACH	18,000	
	Badges	1,500	
	Bail out kits	30,000	
	Ballistic Shields 2 @\$3000 each	6,000	
	Ballistic Vests 6 @\$1200 each	7,200	
	Breaching Equipment	6,000	
	Bunker gear 10 sets @ \$6000 Each	60,000	
	CID duty gear & equipment	2,000	
	Culligan Water	1,200	
	Decon Equipment	1,000	
	Dehumidifier	400	
	Drug Test Kits	1,500	
	Duty Ammo	5,000	
	Duty gear	4,500	
	Electronic Evidence Management Equipment	500	
	EMS BAGS 20 @ \$500 EACH	10,000	
	EMS storage cabinets	2,000	
	Evidence/crime scene supplies/equipment	6,000	
	Fire Extinguishers	2,500	
	FIRE GEAR BAGS 30 @ \$100 EACH	3,000	
	Fire gloves/hoods/helmets/boots/misc accessories	20,000	
	Fire Inspector Tools & equipment	1,000	
	Handcuffs 40 @ \$100. ea.	4,000	
	Handtevy	3,250	
	Hearing & Eye Protection	300	
	Honor Guard uniforms & equipment	2,000	
	Load Bearing outer carriers 25 @ 325. each	8,100	
	Medical Supplies	60,000	

**FISCAL YEAR 2024-2054 BUDGET
DEPARTMENTAL BUDGET DETAIL (CON'T)
5211-PUBLIC SAFETY PATROL**

	Miscellaneous Equipment	3,000		
	Miscellaneous Supplies & Tools	3,500		
	Mobile Radios 5 @ \$8700. ea.	43,500		
	Oxygen Fill Station	400		
	Personnel Rehab Equipment 2 @250. each	500		
	Portable Hose Racks	3,000		
	Portable Radios 5 @ \$6480. ea.	32,400		
	Quiqlite X Rechargeable Clip light 40 @ \$100. ea.	4,000		
	Radios/Antennas/Batteries/microphones/Chargers	3,500		
	Rescue & Utility Rope	1,000		
	SCBA Masks	8,000		
	Signage	2,500		
	Stalker Radar units 5 @ \$2300	11,500		
	Tactical Equipment	20,000		
	Tint Meters 15 @ \$90. ea.	1,400		
	Tools, Hose & Foam	12,000		
	Tourniquets 35 @ \$38.99 ea.	1,400		
	TRT Rope Rescue	1,000		
	Uniforms & Cleaning/Motor gear	46,000		
30540	BOOKS/MEMBERSHIP		5,000	
	50 Florida Law Enforcement Handbooks @ \$47.00 ea	2,600		
	Florida State Statutes	700		
	IAFCI Certification	450		
	IAFCI Membership	110		
	Misc Publications/Memberships	900		
	SWAT membership	250		
60	CAPITAL OUTLAY			10,800
60645	LEASES		10,800	
	AXON (2 CARS)	10,800		
	TOTAL P.S. PATROL DEPARTMENT		5,513,500	5,513,500

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	97,287	99,600	109,800	0.5%	10,200
13	OTHER SALARY	849	0	0	0.0%	0
14	OVERTIME	0	2,500	2,800	0.0%	300
15	SPECIAL PAY	0	2,500	0	0.0%	(2,500)
21	FICA	7,153	7,800	8,600	0.0%	800
22	RETIREMENT	10,822	12,600	15,300	0.1%	2,700
23	LIFE/HEALTH INSURANCE	31,418	29,800	33,300	0.2%	3,500
24	WORKER'S COMP.	1,741	1,800	1,800	0.0%	0
	TOTAL PERSONAL SERVICES	149,270	156,600	171,600	0.8%	15,000
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	916	1,500	1,500	0.0%	0
35	TRAINING	75	1,000	1,000	0.0%	0
40	VEH EXP/TRAVEL	1,676	1,500	2,700	0.0%	1,200
43	UTILITY SERVICES	0	0	0	0.0%	0
44	RENT/LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	555	6,600	4,400	0.0%	(2,200)
46	REPAIRS/MAINT.	3,360	8,700	8,100	0.0%	(600)
52	OPERATING SUPPLIES	2,864	13,900	21,800	0.1%	7,900
	TOTAL OPERATING EXPENSES	9,446	33,200	39,500	0.2%	6,300
	GRAND TOTAL	158,716	189,800	211,100	1.0%	21,300

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			171,600
10120	REGULAR SALARY		109,800	
	MECHANICS (2)			
10130	OTHER SALARY			
10140	OVERTIME		2,800	
10150	SPECIAL PAY		-	
10210	FICA		8,600	
10220	RETIREMENT		15,300	
10230	HEALTH		31,900	
10231	LIFE/VISION/DENTAL/ADD		1,400	
10240	WORKER'S COMP.		1,800	
30	OPERATING EXPENSES			39,500
30340	CONTRACT SERVICES		1,500	
	UNIFORM RENTAL	1,500		
30350	TRAINING	1,000	1,000	
30401	GAS/OIL	1,000	1,000	
30402	REPAIRS	500	500	
	1 BATTERY, TIRES, TUNEUP, BRAKE JOB			
30403	TRAVEL	1,200	1,200	
30450	GENERAL INSURANCE	4,400	4,400	
30460	REPAIRS/MAINTENANCE		8,100	
	FUEL & OIL SPILL CLEANUP KITS	300		
	GENERATOR MAINTENANCE	1,850		
	MISCELLANEOUS REPAIRS	1,400		
	TIRE DISPOSAL	500		
	TIRE MACHINE REPAIRS	4,000		
30520	OPERATING SUPPLIES		21,800	
	AIR HOSE WITH REELS	500		
	DISPOSE OF HAZ. WASTE	1,200		
	HAND TOOL	2,600		
	MISC TOOLS/EQUIP./SOFTWR	3,700		
	REPLACEMENT TOOL CHEST	3,000		
	TWIN POST LIFT & INSTALLATION	9,300		
	10 TON FLOOR JACK	1,500		
TOTAL AUTOMOBILE MAINT. DEPT.			211,100	211,100

THE CITY OF DAYTONA BEACH SHORES

BUILDING AND CODES

Purpose

This component is responsible for providing public safety inspection services relevant to the issuance of licenses, permits and certificates, and for managing the City's code enforcement program.

Staffing

Staffing totals 5 FTE:

2 - Building Inspectors
2 - Permit Clerk
1 - Code Enforcement Coordinator

Budget Summary

	BUILDING & CODES		
	Current FY	Proposed	Change
Human Resource Expense	\$550,100	\$528,700	(\$21,400)
Operating Expense	167,000	227,300	60,300
TOTAL	717,100	756,000	38,900

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5240-BUILDING AND CODES EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	459,554	377,900	354,000	1.7%	(23,900)
13	OTHER SALARY	6,887	0	0	0.0%	0
14	OVERTIME	1,636	2,000	3,200	0.0%	1,200
15	SPECIAL PAY	65	15,000	5,900	0.0%	(9,100)
21	FICA	35,301	29,100	27,800	0.1%	(1,300)
22	RETIREMENT	70,308	45,000	48,500	0.2%	3,500
23	LIFE/HEALTH INSURANCE	86,941	74,400	83,300	0.4%	8,900
24	WORKER'S COMP.	8,008	6,700	6,000	0.0%	(700)
	TOTAL PERSONAL SERVICES	668,700	550,100	528,700	2.5%	(21,400)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	9,549	2,300	2,300	0.0%	0
34	CONTRACT SERVICES	0	116,000	177,000	0.8%	61,000
35	TRAINING	2,629	11,000	8,000	0.0%	(3,000)
40	VEHICLE EXPENSE/TRAVEL	4,985	11,500	17,000	0.1%	5,500
41	COMMUNICATIONS	3,066	2,500	4,600	0.0%	2,100
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	4,564	6,500	2,400	0.0%	(4,100)
47	PRINTING	399	500	500	0.0%	0
51	OFFICE SUPPLIES	1,999	2,500	3,000	0.0%	500
52	OPERATING SUPPLIES	8,672	10,900	9,200	0.0%	(1,700)
54	BOOKS/MEMBERSHIPS	290	3,300	3,300	0.0%	0
	TOTAL OPERATING EXPENSES	36,153	167,000	227,300	1.1%	60,300
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	225,000	0	0.0%	(225,000)
	TOTAL CAPITAL OUTLAY	0	225,000	0	0.0%	(225,000)
	GRAND TOTAL	704,853	942,100	756,000	3.6%	(186,100)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5240-BUILDING AND CODES EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			528,700
10120	REGULAR SALARY		354,000	
	CHIEF BLDG. OFFICIAL			
	DPTY DIRECTOR BLDG/CODES			
	CODE ENFORCE OFFICIAL			
	PERMIT TECHNICIAN (2)			
10130	OTHER SALARY		0	
10140	OVERTIME		3,200	
10150	SPECIAL PAY		5,900	
10210	FICA		27,800	
10220	RETIREMENT		48,500	
10230	HEALTH		79,700	
10231	LIFE/VISION/DENTAL/ADD		3,600	
10240	WORKER'S COMP.		6,000	
30	OPERATING EXPENSES			227,300
30310	PROFESSIONAL SERVICES		2,300	
	PLAN REVIEWS (revenue linked)	300		
	SURVEYORS,ENGINEER	2,000		
30340	CONTRACT SERVICES		177,000	
	BUILDING INSPECTION/PLAN REVIEW	177,000		
30350	TRAINING		8,000	
	CONFERENCES	2,600		
	CONT. ED CLASSES	800		
	PROFESSIONAL SEMINAR	4,600		
30401	GAS/OIL	10,000	10,000	
30402	VEHICLE REPAIRS	3,300	3,300	
30403	TRAVEL		3,700	
	CONFERENCE/WORKSHOPS	3,700		
30411	TELEPHONE	1,600	1,600	
30412	POSTAGE	3,000	3,000	
30460	REPAIRS/MAINTENANCE		2,400	
	MISC REPAIRS	900		
	COPIER MAINT.	1,500		
30470	PRINTING		500	
	PRINTING/BINDING	500		
30510	OFFICE SUPPLIES		3,000	
	MISC. SUPPLIES	3,000		
30520	OPERATING SUPPLIES		9,200	
	CITY SHIRTS	1,000		
	INSPECTOR PHONE	1,700		
	MISC. SUPPLIES	5,000		
	SCANNING	1,000		
	TOOLS	500		
30540	BOOKS/MEMBERSHIP		3,300	
	INTERNATIONAL CODE BOOKS	800		
	MISC MEMBERSHIPS, BOOKS	2,500		
TOTAL BUILDING DEPT. EXPENSE			756,000	756,000

THE CITY OF DAYTONA BEACH SHORES

PUBLIC WORKS DEPARTMENT

Purpose

This department is responsible for maintaining and repairing the City's real property, along with providing special event and ancillary services. The Community Services Director position is in this account which also has supervisory authority over the Planning and Building and Codes Department. Some services and staff are cross-charged to the Sewer fund.

Staffing

Staffing totals 13 FTE:

- 1 – Community Services Director
- 1 – Deputy of Public Works
- 1 – Administrative Assistant
- 1 – Maintenance Supervisor
- 1 - Electrician
- 6 - Maintenance Workers
- 2 - Building Maintenance

The Public Works Department is organizationally aligned as shown below:

Facilities Division:

- 3 - Administration
- 2 - Building Maintenance
- 8 - Streets

Budget Summary

	PUBLIC WORKS		
	Current FY	Proposed	Change
Human Resource Expense	\$1,097,500	\$1,200,400	\$102,900
Operating Expense	718,200	799,700	81,400
TOTAL	1,815,700	2,000,000	184,300

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
PUBLIC WORKS EXPENSE SUMMARY**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	542,117	699,900	765,200	3.6%	65,300
13	OTHER SALARY	2,819	0	0	0.0%	0
14	OVERTIME	3,006	10,100	11,000	0.1%	900
15	SPECIAL PAY	100	12,700	0	0.0%	(12,700)
21	FICA	40,374	55,200	60,300	0.3%	5,100
22	RETIREMENT	63,141	112,600	133,700	0.6%	21,100
23	LIFE/HEALTH INSURANCE	162,877	194,400	217,100	1.0%	22,700
24	WORKER'S COMP.	9,487	12,600	13,100	0.1%	500
	TOTAL PERSONAL SERVICES	823,921	1,097,500	1,200,400	5.6%	102,900
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	28,421	73,400	74,600	0.4%	1,200
35	TRAINING	2,750	10,500	17,500	0.1%	7,000
40	VEHICLE EXPENSE/TRAVEL	23,785	21,100	24,800	0.1%	3,700
41	COMMUNICATIONS	4,412	7,500	6,100	0.0%	(1,400)
43	UTILITY SERVICES	78,098	81,400	79,700	0.4%	(1,700)
44	RENT AND LEASE	15,510	38,800	32,500	0.2%	(6,300)
45	GENERAL INSURANCE	32,675	70,700	53,300	0.3%	(17,400)
46	REPAIRS/MAINTENANCE	193,287	351,000	424,900	2.0%	73,900
47	PRINTING	219	500	500	0.0%	0
49	OTHER	0	2,800	2,800	0.0%	0
51	OFFICE SUPPLIES	1,458	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	39,325	57,700	80,100	0.4%	22,400
54	BOOKS/MEMBERSHIPS	440	700	700	0.0%	0
	TOTAL OPERATING EXPENSES	420,380	718,200	799,600	3.8%	81,400
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	33,000	553,200	0	0.0%	(553,200)
64	EQUIPMENT	38,988	74,000	0	0.0%	(74,000)
	TOTAL CAPITAL OUTLAY	71,988	627,200	0	0.0%	(627,200)
	GRAND TOTAL	1,316,289	2,442,900	2,000,000	9.4%	(442,900)

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5410-PUBLIC WORKS ADMINISTRATION EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	139,796	275,300	300,100	1.4%	24,800
13	OTHER SALARY	2,514	0	0	0.0%	0
14	OVERTIME	762	0	0	0.0%	0
15	SPECIAL PAY	0	12,700	0	0.0%	(12,700)
21	FICA	10,643	22,000	23,800	0.1%	1,800
22	RETIREMENT	18,126	59,000	69,000	0.3%	10,000
23	LIFE/HEALTH INSURANCE	30,370	44,700	50,000	0.2%	5,300
24	WORKER'S COMP.	2,785	5,100	5,300	0.0%	200
	TOTAL PERSONAL SERVICES	204,996	418,800	448,200	2.1%	29,400
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	448	0	0	0.0%	0
35	TRAINING	378	4,200	3,200	0.0%	(1,000)
40	VEHICLE EXPENSE/TRAVEL	5,573	6,900	6,900	0.0%	0
41	COMMUNICATIONS	4,412	7,500	6,100	0.0%	(1,400)
45	GENERAL INSURANCE	32,675	70,700	53,300	0.3%	(17,400)
46	REPAIRS/MAINTENANCE	1,789	2,800	2,100	0.0%	(700)
47	PRINTING	219	500	500	0.0%	0
49	OTHER	0	2,800	2,800	0.0%	0
51	OFFICE SUPPLIES	1,458	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	1,572	4,400	4,100	0.0%	(300)
54	BOOKS/MEMBERSHIPS	440	700	700	0.0%	0
	TOTAL OPERATING EXPENSES	48,964	102,600	81,800	0.4%	(20,800)
	GRAND TOTAL	253,960	521,400	530,000	2.5%	8,600

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5410-PUBLIC WORKS ADMINISTRATION EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			448,200
10120	REGULAR SALARY		300,100	
	DIRECTOR OF COMMUNITY SERVICE			
	DEPUTY DIRECTOR OF PUBLIC WORKS			
	ADMINISTRATIVE ASSISTANT			
10130	OTHER SALARY		-	
10140	OVERTIME		-	
10150	SPECIAL PAY		-	
10210	FICA		23,800	
10220	RETIREMENT		69,000	
10230	HEALTH		47,800	
10231	LIFE/VISION/DENTAL/ADD		2,200	
10240	WORKER'S COMP.		5,300	
30	OPERATING EXPENSES			81,800
30310	PROFESSIONAL SERVICES		100	
	EMPLOYMED	100		
30350	TRAINING		3,200	
	APWA CONFERENCES	2,700		
	CONFERENCE/SEMINARS	500		
	CONT ED CLASSES UCF	-		
30401	GAS/OIL	3,500	3,500	
30402	REPAIRS		1,400	
	MISC. REPAIRS	1,400		
30403	TRAVEL		2,000	
	APWA CONFERENCE	1,000		
	CONF/WORKSHOPS	1,000		
30411	TELEPHONE		5,200	
	CELL PHONES-6	6,800		
	TELEPHONE	5,200		
30412	POSTAGE	900	900	
30450	GENERAL INSURANCE	53,298	53,300	
30460	REPAIRS/MAINTENANCE		2,100	
	800 MHZ RADIO/BASE ST.	200		
	COPIER MAINTENANCE	900		
	IWORQS SOFTWARE MAINT	-		
	MISC. MAINTENANCE	1,000		
30470	PRINTING	500	500	
30490	OTHER CHARGES		2,800	
	EDUCATION & TRAINING	800		
	NPDES OUTFALL MAPPING	2,000		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		4,100	
	CLOTHING/UNIFORMS	1,000		
	GEN OPER. SUPPLIES	1,800		
	REFRIGERATOR	1,300		
30540	BOOKS/MEMBERSHIP	700	700	
TOTAL PUBLIC WORKS ADMIN EXPENSE			530,000	530,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	52,049	77,300	85,300	0.4%	8,000
13	OTHER SALARY	305	0	0	0.0%	0
14	OVERTIME	23	2,800	3,100	0.0%	300
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	3,941	6,100	6,800	0.0%	700
22	RETIREMENT	5,843	9,900	12,000	0.1%	2,100
23	LIFE/HEALTH INSURANCE	15,315	30,000	33,500	0.2%	3,500
24	WORKER'S COMP.	783	1,400	1,400	0.0%	0
	TOTAL PERSONAL SERVICES	78,259	127,500	142,100	0.7%	14,600
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	21,816	49,200	54,100	0.3%	4,900
43	UTILITY SERVICES	28,604	29,000	28,800	0.1%	(200)
46	REPAIRS/MAINTENANCE	121,386	142,900	197,500	0.9%	54,600
52	OPERATING SUPPLIES	4,473	17,800	16,000	0.1%	(1,800)
	TOTAL OPERATING EXPENSES	176,279	238,900	296,400	1.4%	57,500
	GRAND TOTAL	299,263	711,400	438,500	2.1%	(272,900)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			142,100
10120	REGULAR SALARY		85,300	
	BUILDING MAINTENANCE (2)			
10130	OTHER SALARY		0	
10140	OVERTIME		3,100	
10150	SPECIAL PAY		0	
10210	FICA		6,800	
10220	RETIREMENT		12,000	
10230	HEALTH		31,900	
10231	LIFE/VISION/DENTAL/ADD		1,600	
10240	WORKER'S COMP.		1,400	
30	OPERATING EXPENSES			296,400
30340	CONTRACT SERVICES		54,100	
	5 Y FIRE SPRINKLER TESTS	1,800		
	ALARM MONITORING	2,800		
	ANNUAL FIRE EXTINGUISHER SERVICE	2,800		
	ELECTRIC CONTRACTOR	16,500		
	ELEVAT'R MAINT. (3) [CH,PS-2]	10,000		
	FIRE ALARM INSPECTIONS	3,600		
	FUEL TANK CLEANING	3,500		
	GARAGE DOOR MAINTENANCE	2,800		
	PEST CONTROL	7,000		
	UNIFORM CLEANING	3,300		
30431	ELECTRIC	20,600	20,600	
30432	WATER	7,700	7,700	
30434	SEWER	500	500	
30462	EXECUTIVE		65,500	
	ADA IMPROVEMENTS	11,000		
	ELECTRICAL REPAIRS	12,000		
	ELEVATOR CODE UPGRADE	30,000		
	GENERATOR REPAIRS	1,000		
	INTERIOR LIGHTING CONVERSION	1,500		
	MISCELLANEOUS BLDG REPAIRS	5,000		
	SEALING/PRESSURE CLEANING	5,000		
30463	COMMUNITY CENTER		45,000	
	MISC. BUILDING REPAIRS	15,000		
	FIRST FLOOR PAINTING	30,000		
30465	PUBLIC SAFETY		54,500	
	MISC BUILDING REPAIRS	45,000		
	SALLY PORT DOOR REPAIR	2,000		
	SIGN REPAIR	3,500		
	WEIGHT ROOM CLEANING	4,000		
30467	URGENT CARE BUILDING		2,000	
	GENERAL BUILDING MAINT/REPAIRS	2,000		
30468	FACILITIES-C/S BLG		30,500	
	GARAGE DOOR REPAIRS	5,000		
	EXTERIOR LIGHTING	2,500		
	FANS	5,000		
	MAINTENANCE HARDWARE	3,000		
	MISC. REPAIRS AT COMPLEX	5,000		
	STUCCO REPAIR	10,000		
30520	OPERATING SUPPLIES		16,000	
	AIR CONDITIONING FILTERS	5,000		
	MAINT. TOOLS/SUPPLIES/RADIO MAINT	7,500		
	MISC. TRAINING	2,000		
	MISC SUPPLIES	1,500		
TOTAL BUILDING MAINT EXPENSE			438,500	438,500

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5413-PUBLIC WORKS STREETS EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	350,272	347,300	379,800	1.8%	32,500
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	2,221	7,300	7,900	0.0%	600
15	SPECIAL PAY	100	0	0	0.0%	0
21	FICA	25,790	27,100	29,700	0.1%	2,600
22	RETIREMENT	39,172	43,700	52,700	0.2%	9,000
23	LIFE/HEALTH INSURANCE	117,192	119,700	133,600	0.6%	13,900
24	WORKER'S COMP.	5,919	6,100	6,400	0.0%	300
	TOTAL PERSONAL SERVICES	540,666	551,200	610,100	2.9%	58,900
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	0	0	0.0%	0
34	CONTRACTUAL SERVICES	6,157	24,200	20,500	0.1%	(3,700)
35	TRAINING	2,372	6,300	14,300	0.1%	8,000
40	VEH EXP./TRAVEL	18,212	14,200	17,900	0.1%	3,700
43	UTILITY SERVICES	49,494	52,400	50,900	0.2%	(1,500)
44	RENT AND LEASE	15,510	38,800	32,500	0.2%	(6,300)
46	REPAIRS/MAINTENANCE	70,112	205,300	225,300	1.1%	20,000
52	OPERATING SUPPLIES	33,280	35,500	60,000	0.3%	24,500
	TOTAL OPERATING EXPENSES	195,137	376,700	421,400	2.0%	44,700
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	0	208,200	0	0.0%	(208,200)
64	EQUIPMENT	27,263	74,000	0	0.0%	(74,000)
	TOTAL CAPITAL OUTLAY	27,263	282,200	0	0.0%	(282,200)
	GRAND TOTAL	763,066	1,210,100	1,031,500	4.9%	(178,600)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5413-PUBLIC WORKS STREETS EXPENSE**

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	PERSONAL SERVICES			610,100
10120	REGULAR SALARY		379,800	
	FIELD SUPERVISOR			
	ELECTRICIAN			
	MAINT. WORKER (6)			
10130	OTHER SALARY		0	
10140	OVERTIME		7,900	
10150	SPECIAL PAY		0	
10210	FICA		29,700	
10220	RETIREMENT		52,700	
10230	HEALTH		127,500	
10231	LIFE/VISION/DENTAL/ADD		6,100	
10240	WORKER'S COMP.		6,400	
30	OPERATING EXPENSES			426,000
30340	CONTRACT SERVICES		20,500	
	ANIMAL CONTROL-HUMANE SOCIETY	5,000		
	ELECTRICAL CONTRACTOR	10,000		
	UNIFORM RENTAL/CLEANING	5,500		
30350	TRAINING		14,300	
	ANIMAL CONTROL TRAINING	1,000		
	CDL	10,000		
	CONE SCHOOL	1,500		
	SAFETY / SUPRVSR SEMNRS	1,500		
	UF GI-BMP	300		
30400	DIESEL	4,600	4,600	
30401	GAS/OIL	8,800	8,800	
30402	REPAIRS		8,900	
	MISC. VEHICLE REPAIRS	7,500		
	VEHICLE CERTIFICATION	1,400		
30403	TRAVEL	200	200	
30431	ELECTRIC	47,600	47,600	
	CITY ENTRANCE SIGNS			
	FP&L-STREET LIGHTS			
30432	WATER	3,300	3,300	
	3 LANDSCAPE MEDIANS			
	CITY ENTRANCE SIGNS-PO			
	CITY OF DB-FL. SHORES			
	CITY OF PO-DUNLAWTON			
30440	RENT/LEASE		32,500	
	EMERGENCY RENTALS	15,000		
	X-MAS POLE DECORATIONS	17,500		
30460	REPAIRS/MAINTENANCE		225,300	
	A1A TRASH CANS	12,000		
	DECOR & MONGOOSE LIGHT POLES TO LE	55,000		
	FIXTURE PAINTING/SIDEWALK REPAIR	50,000		
	GENERAL REPAIRS	9,000		
	LIGHT POLE/FIXTURE REPLACEMENT	50,000		
	MAINTENANCE ON TRAFFIC SIG./LIGHTS	5,300		
	MULCH/FERTILIZER	8,000		
	ROAD/PLANT/SIGN POLE REPAIR	5,600		
	STREET SIGNS	30,000		
	UPGRADE 870 MGZ RADIOS (3)/MAINTENAN	400		
30520	OPERATING SUPPLIES		60,000	
	ANIMAL CONTROL SUPPLIES	1,000		
	BANNER ARMS	7,400		
	BARRICADES	7,000		
	CEMENT MIXER	6,000		
	FLAGS	2,500		
	LANDFILL CHARGES	3,600		
	MISC TOOLS / SUPPLIES / EQUIPMENT	8,500		
	OPERATING CHEMICALS	5,000		
	STREET BANNERS	15,000		
	WEEDEATER/SUPPLIES/REPLACE	4,000		
TOTAL STREETS DEPT. EXPENSE			1,036,100	1,036,100

THE CITY OF DAYTONA BEACH SHORES

PARKS AND RECREATION

Purpose

This unit is responsible for maintaining City parks, recreation facilities, landscaped areas and street trees, preserving natural beauty and functional utility while ensuring safe, attractive, outdoor facilities.

Staffing

Staffing totals 6 FTE:

5 - Maintenance Staff

Budget Summary

	PARKS & RECREATION		
	Current FY	Proposed	Change
Human Resource Expense	\$311,800	\$352,400	\$40,600
Operating Expense	243,000	302,700	61,700
TOTAL	554,800	655,100	102,300

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	150,406	189,700	212,900	1.0%	23,200
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	250	5,400	6,100	0.0%	700
15	SPECIAL PAY	0	100	0	0.0%	(100)
21	FICA	11,036	14,900	16,800	0.1%	1,900
22	RETIREMENT	16,765	24,000	29,700	0.1%	5,700
23	LIFE/HEALTH INSURANCE	73,033	74,400	83,300	0.4%	8,900
24	WORKER'S COMP.	3,482	3,300	3,600	0.0%	300
	TOTAL PERSONAL SERVICES	254,972	311,800	352,400		40,600
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	3,127	2,000	0	0.0%	(2,000)
34	CONTRACTUAL SERVICES	3,127	5,500	5,500	0.0%	0
35	TRAINING	1,343	2,800	12,000	0.1%	9,200
40	VEH. EXP/TRAVEL	11,187	10,900	14,500	0.1%	3,600
41	COMMUNICATIONS	3,107	3,200	3,300	0.0%	100
43	UTILITY SERVICES	4,843	5,300	4,800	0.0%	(500)
44	RENT AND LEASE	0	0	5,000	0.0%	5,000
45	GENERAL INSURANCE	44,915	85,400	79,600	0.4%	(5,800)
46	REPAIRS/MAINTENANCE	46,476	78,400	112,500	0.5%	34,100
49	OTHER	2,555	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	42,269	44,500	60,500	0.3%	16,000
	TOTAL OPERATING EXPENSES	159,822	243,000	302,700	1.4%	61,700
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	0	1,489,900	0	0.0%	(1,489,900)
64	EQUIPMENT	44,440	14,500	0	0.0%	(14,500)
	TOTAL CAPITAL OUTLAY	44,440	1,504,400	0	0.0%	(1,504,400)
	GRAND TOTAL	459,234	2,059,200	655,100	3.1%	(1,404,100)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			352,400
10120	REGULAR SALARY		212,900	
	MAINT, WORKER (5)			
10130	OTHER SALARY		0	
10140	OVERTIME		6,100	
10150	SPECIAL PAY		0	
10210	FICA		16,800	
10220	RETIREMENT		29,700	
10230	HEALTH		79,700	
10231	LIFE/VISION/DENTAL/ADD		3,600	
10240	WORKER'S COMP.		3,600	
30	OPERATING EXPENSES			304,700
30310	PROFESSIONAL SERVICES	2000	2,000	
30340	CONTRACT SERVICES		5,500	
	PEST CONTROL DOG PARK	2,000		
	UNIFORM CLEANING	3,500		
30350	TRAINING		12,000	
	CLASSES/TRAINING/CDL'S	6,000		
	PARK SAFETY TRAINING	1,000		
	PICKLE BALL COURT MAINTENANCE	3,000		
	TENNIS COURT MAINTENANCE	2,000		
30401	GAS/OIL	8,000	8,000	
30402	REPAIRS	6,500	6,500	
30411	PHONE	3,300	3,300	
30431	ELECTRIC	2,500	2,500	
	PARK LIGHTS:			
	BURGER KING LOT (?)			
	FORNARI			
	MCELROY			
	RENDON (?)			
	VAN AVE			
30432	WATER	1,100	1,100	
	CITY OF PO-FORNARI			
	CITY OF PO-MCELROY			
	NEW A1A (?)			
30434	SEWER	1,200	1,200	
	FORNARI			
	MCELROY			
	NEW A1A (?)			
30440	RENT/LEASE		5,000	
	TABLE TOWERS RENTAL	5,000		
30450	GENERAL INSURANCE	79,600	79,600	
30460	REPAIRS/MAINTENANCE		112,500	
	ASPHALT REPLACEMENT	22,000		
	CLAY COURT SUPPLIES	3,300		
	DUNE CROSSOVER REPAIRS	16,500		
	EXERCISE EQUIPMENT REPAIRS	6,000		
	FERTILIZER/PESTICIDE	3,300		
	FORNARI GUTTERS/SHOWERS	8,200		
	GEN REPAIRS/MAINT	6,100		
	GUARDRAIL REPLACEMENT	800		
	MISC. PLANTS/SPRINKLERS	6,800		
	MULCH FOR PARKS	10,000		
	NETS/SCREENS/COURT SUPPLY-PB	4,400		
	PARK SIGN REPLACEMENT	7,500		
	TRASH BIN REPLACEMENT	15,000		
	UPGRADE 870 MGZ RADIOS (3)/MAINT.	440		
	WINDSCREENS/NETS/TAPE-ORC	2,200		

FISCAL YEAR 2024-2025 BUDGET

DEPARTMENTAL BUDGET DETAIL

5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE

30490	OTHER -		5,000	
	COMMUNITY CENTER DECORATIONS	2,000		
	MISC X-MAS DECORATIONS	3,000		
30520	OPERATING SUPPLIES		60,500	
	COURT OF FLAGS	4,000		
	EDGER/BLOWER/TRIMMER(S)	4,000		
	JANITORIAL SUPPLIES	5,000		
	MISC SUPPLIES	20,000		
	MISC. TOOLS AND CABINETS	4,000		
	PAPER PRODUCTS	7,000		
	PARK FURNITURE	7,500		
	PARK IRRIGATION UPGRADES	7,500		
	WATER COOLER	1,500		
TOTAL PARKS DEPT. EXPENSE			657,100	657,100

THE CITY OF DAYTONA BEACH SHORES

COMMUNITY CENTER

Purpose

This component provides for the administration and operating expenses of the Community Center and City-wide recreational programs, the city's marketing program and the city's custodial division.

Staffing

Staffing totals 5.8 FTE:

1 - Director of Recreation
1- Recreation Specialist
1- Public Information Officer
2 – Recreation Liaison
0.8 - Part-Time Staffing

Budget Summary

	COMMUNITY CENTER		
	Current FY	Proposed	Change
Human Resource Expense	\$491,200	\$566,400	\$75,200
Operating Expense	180,000	264,500	84,500
TOTAL	671,200	830,900	159,700

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5751-COMMUNITY CENTER EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	280,308	310,000	352,700	1.7%	42,700
13	OTHER SALARY	0	4,800	0	0.0%	(4,800)
14	OVERTIME	4,463	4,000	6,200		
15	SPECIAL PAY	0	6,600	0	0.0%	(6,600)
21	FICA	21,700	24,100	27,000	0.1%	2,900
22	RETIREMENT	50,255	61,300	74,700	0.4%	13,400
23	LIFE/HEALTH INSURANCE	87,698	75,000	99,900	0.5%	24,900
24	WORKER'S COMP.	5,048	5,400	5,900	0.0%	500
	TOTAL PERSONAL SERVICES	449,472	491,200	566,400		75,200
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	0	0	0.0%	0
34	CONTRACTUAL SERVICES	2,079	14,600	9,600	0.0%	(5,000)
35	TRAINING	795	3,500	3,500	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	12,853	15,800	17,800	0.1%	2,000
41	COMMUNICATIONS	6,428	5,500	6,600	0.0%	1,100
43	UTILITIES	43,573	47,100	42,500	0.2%	(4,600)
44	RENT/LEASE	0	500	500	0.0%	0
47	PRINTING	0	3,500	3,500	0.0%	0
49	OTHER CHARGES	1,679	55,000	145,500	0.7%	90,500
51	OFFICE SUPPLIES	3,519	3,000	3,000	0.0%	0
52	OPERATING SUPPLIES	31,764	29,000	29,500	0.1%	500
54	BOOKS/MEMBERSHIPS	1,361	2,500	2,500	0.0%	0
	TOTAL OPERATING EXPENSES	104,051	180,000	264,500	1.2%	84,500
60	CAPITAL OUTLAY					
62	BUILDING	0	0	0	0.0%	0
64	EQUIPMENT	10,902	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	10,902	0	0	0.0%	0
	GRAND TOTAL	564,425	671,200	830,900	3.9%	159,700

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5751-COMMUNITY CENTER EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			566,400
10120	REGULAR SALARY		352,700	
	PARKS & REC. DIR			
	COMM CENTER COORD.			
	CUSTODIAL (2)			
	P/T OFFICE STAFF			
10130	OTHER SALARY		0	
10140	OVERTIME		6,200	
10150	SPECIAL PAY		0	
10210	FICA		27,000	
10220	RETIREMENT		74,700	
10230	HEALTH		95,700	
10231	LIFE/VISION/DENTAL/ADD		4,200	
10240	WORKER'S COMP.		5,900	
30	OPERATING EXPENSES			264,500
30340	CONTRACT SERVICES		9,600	
	COPIER	1,600		
	PHOTOGRAPHER	1,500		
	PLANT PEOPLE	1,300		
	SOFTWARE MAINT	4,500		
	WATER COOLER	300		
	XM RADIO	300		
	YOUTUBE	145		
30350	TRAINING	3,500	3,500	
30403	TRAVEL		17,800	
	FEDC	1,500		
	FPRA-PIO	2,000		
	FRPA	3,000		
	FRPA AGENCY SUMMIT	1,000		
	MILEAGE	4,800		
	NRPA/IEDC	3,000		
	TALLAHASSEE-ADVOCACY	2,000		
	VFPR-PIO	500		
30411	TELEPHONE	6,500	6,500	
30412	POSTAGE	100	100	
30431	ELECTRIC	30,000	30,000	
30432	WATER	9,300	9,300	
30434	SEWER	3,200	3,200	
30440	RENT/LEASE	500	500	
30470	PRINTING	3,500	3,500	

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5751-COMMUNITY CENTER EXPENSE**

30490	OTHER CHARGES		145,500	
	ARMED FORCES DAY	5,000		
	BUSINESS & HEALTH EXPO	2,500		
	CASINO NIGHT	10,000		
	CHRISTMAS EMPLOYEE LUNCH	3,500		
	CHRISTMAS TREE LIGHTING	5,500		
	CITIZENS ACADEMY	2,500		
	COFFEE WITH THE MAYOR	2,500		
	COMMUNITY COOKOUT	3,000		
	CULTURE & ENTERTAINMENT	70,000		
	FOOD TRUCKS & CONCERTS	15,000		
	MARKETING/WEBSITE	19,500		
	MAYOR'S FITNESS CHALLENGE	5,500		
	MISC.	1,000		
30510	OFFICE SUPPLIES	3,000	3,000	
30520	OPERATING SUPPLIES		29,500	
	CUSTODIAL SUPPLIES	15,000		
	HOLIDAY DECORATIONS	10,000		
	MISC	3,500		
	VCRDA LUNCHEON	1,000		
30540	MEMBERSHIPS/BOOKS/PUBLICA.	2,500	2,500	
TOTAL COMMUNITY CENTER			830,900	830,900

THE CITY OF DAYTONA BEACH SHORES

PHYSICAL ENVIRONMENT

Purpose

This component provides funds that support the operational, capital and/or debt service expense requirements.

This department also includes the operational expense for solid waste removal and recycling programs. These expenses are offset by customer billings for these services.

Budget Summary

	<u>UNDERGROUND UTILITIES/ SOLID WASTE</u>		
	Current FY	Proposed	Change
Human Resource Expense	\$0	\$0	\$0
Operating Expense	1,672,900	1,631,200	(41,700)
TOTAL	1,672,900	1,631,200	(41,700)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5390 - PHYSICAL ENVIRONMENT

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	16,200	18,000	18,900	0.1%	900
43	UTILITIES (Solid Waste/Recycle)	1,337,067	1,654,900	1,612,300	7.6%	(42,600)
	TOTAL OPERATING EXPENSES	1,353,267	1,672,900	1,631,200	7.7%	(41,700)
	GRAND TOTAL	1,353,267	1,672,900	1,631,200	7.7%	(41,700)

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
5390 - PHYSICAL ENVIRONMENT**

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
30	OPERATING EXPENSES			1,631,200
30310	PROFESSIONAL SERVICES		18,900	
	SW Tracking Software	3,333		
	SW Contract Monitor	15,600		
30435	SOLID WASTE (revenue linked)	1,503,000	1,503,000	
30436	RECYCLING (revenue linked)	109,300	109,300	
TOTAL UG UTIL DEPARTMENT			1,631,200	1,631,200

THE CITY OF DAYTONA BEACH SHORES

BENEFIT TERM PAYOUT

Purpose

This component provides for costs associated with sick leave and termination pay of employees who leave the City (including severance as appropriate) and the estimated City contribution for Unemployment Compensation.

Budget Summary

BENEFIT PAYOUT			
	Current FY	Proposed	Change
Human Resource Expense	\$48,400	\$67,100	(\$18,700)
Operating Expense			0
TOTAL	48,400	67,100	(18,700)

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5690-BENEFIT TERM PAYOUT EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	124,830	35,000	55,000	0.3%	20,000
21	FICA	9,465	3,400	4,100	0.0%	700
22	RETIREMENT	14,729	10,000	8,000	0.0%	(2,000)
25	UNEMPLOYMENT	(1,787)		0	0.0%	0
	TOTAL PERSONAL SERVICES	147,237	48,400	67,100	0.3%	18,700
	GRAND TOTAL	147,237	48,400	67,100	0.3%	18,700

THE CITY OF DAYTONA BEACH SHORES

CONTINGENCY

Purpose

This component provides funds that are specifically appropriated for transfer to other accounts for emergency or unforeseen expenditures. It also includes funds that are planned for reserves, but that may be appropriated for other purposes based on need. It also includes the funds that are transferred to the capital improvement fund for planned capital expenditures based on the five-year capital plan. In the proposed budget, the contingency covers four distinct components:

- (1) self-insurance (covering windstorm and/or claims outside current budget);
- (2) general contingency;
- (3) a capital depreciation reserve; and,
- (4) the repayment of reserve funds allocated toward the construction of the Community Center.

Budget Summary

	CONTINGENCY		
	Current FY	Proposed	Change
Human Resource Expense			\$0
Operating Expense			0
Transfer Out-Capital Fund		5,245,100	5,245,100
Contingency	1,084,400	1,103,800	19,400
TOTAL	1,084,400	6,348,900	5,264,500

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5800-CONTINGENCY EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
90	TRANSFERS					
900	CONTINGENCY	0	1,084,400	1,103,800	4.8%	19,400
920	TRANSFER TO OTHER FUNDS	0	0	5,245,100	22.8%	<u>5,245,100</u>
	GRAND TOTAL	0	1,084,400	4,608,900	27.6%	<u>5,264,500</u>

**FISCAL YEAR 2024-2025 BUDGET
BUDGET DETAIL
5800-CONTINGENCY EXPENSE**

DEPARTMENTAL BUDGET DETAIL

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
90	TRANSFERS			6,348,900
900	Contingency		1,103,800	
	Capital Depreciation & Self Insurance			
	(EE Health & Windstorm)	821,200		
	Short-Term General	50,000		
	Community Center Reserve Repayment	232,600		
920	Transfer to Other Funds		5,245,100	
TOTAL CONTINGENCY			6,348,900	6,348,900

THE CITY OF DAYTONA BEACH SHORES
GENERAL LONG-TERM DEBT

Purpose

This component provides for the redemption of non-voted debt, and Leases and Software As a Services according to GASB 87 & 96. Interest payments associated with such debt is included in this account.

Budget Summary

	LONG TERM DEBT		
	Current FY	Proposed	Change
Principal	\$322,600	\$291,300	(\$31,300)
Interest	22,100	15,900	(6,200)
TOTAL	344,700	307,200	(37,500)

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
5820-GEN LONG TERM DEBT EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	% of GF	BUDGET CHANGE
70	DEBT SERVICE					
710	PRINCIPAL EXPENSE	0	322,600	291,300	1.4%	(31,300)
720	INTEREST EXPENSE	0	22,100	15,900	0.1%	(6,200)
	TOTAL DEBT SERVICE	0	344,700	307,200	1.4%	(37,500)
	GRAND TOTAL	0	344,700	307,200	1.4%	(37,500)

**CITY OF DAYTONA BEACH SHORES
DEPARTMENTAL BUDGET DETAIL
5820-GEN LONG TERM DEBT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
70	LEASE COSTS			307,200
70710	PRINCIPAL EXPENSE		291,300	
	Leases		126,300	
	Axon Base Fleet 3 Contrac	63,900		
	Axon Contract (15 Cars)	34,800		
	Axon Contract (5 Cars)	12,800		
	Axon Contract (5 Cars)	11,200		
	Axon Contract (2 Cars)	3,600		
	Software As A Service		165,000	
	Business Continuity Solutic	37,100		
	Flock	16,300		
	Microsoft 365	32,600		
	Tyler Saas-ERP	79,000		
70720	INTEREST EXPENSE		15,900	
	Leases		7,600	
	Axon Base Fleet 3 Contrac	3,400		
	Axon Contract (15 Cars)	2,700		
	Axon Contract (5 Cars)	500		
	Axon Contract (5 Cars)	700		
	Axon Contract (2 Cars)	300		
	Software As A Service		8,300	
	Business Continuity Solutic	2,700		
	Flock	1,700		
	Microsoft 365	1,800		
	Tyler Saas-ERP	2,100		
GEN LONG TERM DEBT			307,200	307,200

THE CITY OF DAYTONA BEACH SHORES
ECONOMIC DEVELOPMENT

Purpose

This component provides for the assistance to businesses with the desire and potential for growth within the City of Daytona Beach Shores. The lease subsidy program is administered by this department.

Budget Summary

ECONOMIC DEVELOPMENT			
	Current FY	Proposed	Change
Human Resource Expense	\$0	\$0	\$0
Operating Expense	100,000	100,000	0
TOTAL	100,000	100,000	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
ECONOMIC DEVELOPMENT**

DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	BUDGET CHANGE
ECONOMIC DEV ELOPMENT REVENUE				
TRANSFER IN FROM GENERAL FUND	0	100,000	0	(100,000)
APPROPRIATED FUND BALANCE	0	0	100,000	100,000
OPERATIONS REVENUE TOTAL	0	100,000	100,000	0
ECONOMIC DEVELOPMENT EXPENSE				
LAND PURCHASE INCENTIVES	80,100	0	0	0
LEASE SUBSIDY	46,785	100,000	100,000	0
OPERATIONS EXPENSE TOTAL	126,885	100,000	100,000	0
OPERTATIONS NET	(126,885)	0	0	0
TOTAL FUND REVENUE	0	100,000	100,000	0
TOTAL FUND EXPENSE	126,885	100,000	100,000	0
TOTAL NET	(126,885)	0	0	0

SEWER FUND

THE CITY OF DAYTONA BEACH SHORES

SEWER OPERATING

Purpose

This City operates a sewerage collection and transmission system and has contracted with a neighboring municipality for sewage treatment.

Enterprise funds are used to account for the provision of sewer services, which the City operates as though it were a separate business. Enterprise activities are not dependent on taxes for their operating revenue, and may be operated by the City to generate revenues in excess of expenses to enhance the City's overall financial position.

Staffing

Staffing totals 5 FTE:

1 - Utility Technician Supervisor
3 - Utility Technicians
1 - Project Manager

Budget Summary

	SEWER OPERATING		
	Current FY	Proposed	Change
Human Resource Expense	\$306,300	\$399,600	93,300
Operating Expense	3,759,000	4,015,200	256,200
Transfer Out-Capital Fund	0	11,603,500	11,603,500
Debt Service	0	6,551,700	6,551,700
Contingency	451,400	459,600	8,200
Bad Debt Expense	0	10,000	10,000
TOTAL	4,516,700	23,039,600	18,522,900

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
SEWER FUND FUNCTIONAL SUMMARY**

	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	BUDGET CHANGE
FD401					
SEWER OPERATIONS REVENUE					
	SAFHI-FEDERAL GRANT	0	0	6,551,700	6,551,700
	HMGP-FEDERAL GRANT	0	0	281,300	281,300
	CDBG-FEDERAL GRANT	0	0	3,710,000	3,710,000
	SVC CHG. METER READ	198	0	100	100
	SEWER REVENUE	3,636,044	4,301,700	4,739,100	437,400
	OPERATING INTEREST	6,565	215,000	215,000	0
	MISCELLANEOUS	-3,497	0	0	0
	SRF LOAN PROCEEDS	0	0	6,551,700	6,551,700
	TRANSFER FR FUND BALANCE	0	0	990,700	990,700
	OPERATIONS REVENUE TOTAL	3,639,310	4,516,700	23,039,600	18,522,900
SEWER OPERATIONS EXPENSE					
	TOTAL PERSONAL SERVICES	291,648	306,300	399,600	93,300
	TOTAL OPERATING EXPENSES	2,181,844	3,334,300	3,528,200	193,900
	CAPITAL DEPRECIATION	371,530	424,700	487,000	62,300
	CONTINGENCY	0	451,400	459,600	8,200
	BAD DEBT WRITE DOWN	0	0	10,000	10,000
	TRANSFER TO CAPITAL FUND	0	0	11,603,500	11,603,500
	TOTAL DEBT SERVICE				
	PRINCIPLE & CHARGES	0	0	6,551,700	6,551,700
	INTEREST PAYMENTS	0	0	0	0
	OPERATIONS EXPENSE TOTAL	2,845,022	4,516,700	23,039,600	18,522,900
	SEWER OPERATIONS NET	794,288	0	0	0
FD402					
SEWER IMPACT FEE REVENUE					
	IMPACT FEE INTEREST	1	100	100	0
	SEWER IMPACT FEE	137,368	16,000	16,000	0
	IMPACT FEE REVENUE TOTAL	137,369	16,100	16,100	0
SEWER IMPACT FEE EXPENSE					
	OPERATING EXPENSES	81,260	9,600	9,600	0
	CONTINGENCY	0	6,500	6,500	0
	TRANSFER TO RESERVES	10,585	0	0	0
	IMPACT FEE EXPENSE TOTAL	91,845	16,100	16,100	0
	SEWER IMPACT FEE NET	45,524	0	0	0
	TOTAL FUND REVENUE	3,776,679	4,532,800	23,055,700	18,522,900
	TOTAL FUND EXPENSE	2,936,867	4,532,800	23,055,700	18,522,900
	TOTAL NET	839,812	0	0	0

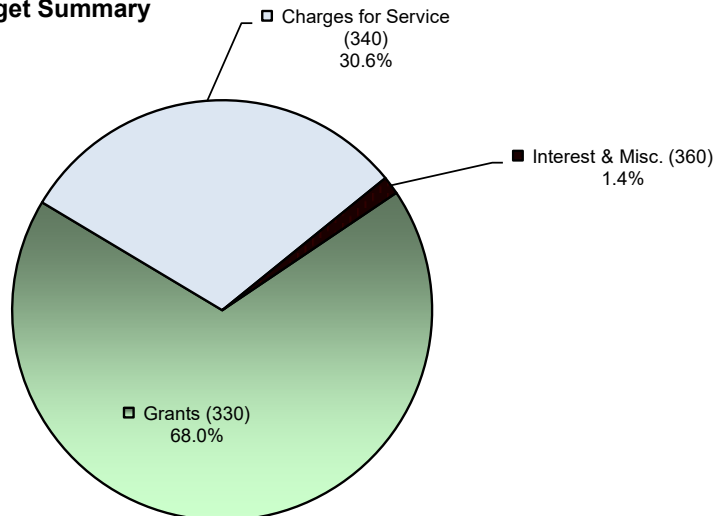
**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-25 BUDGET**

SEWER FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2022-23 Actual	FY2023-24 Amended Bud.	FY2024-25 Budget	Budget Change
Fees (320)	0	0	0	0
Grants (330)	0	0	10,543,000	10,543,000
Charges for Service (340)	3,636,242	4,301,700	4,739,200	437,500
Interest & Misc. (360)	3,068	201,000	215,000	14,000
Internal Service & Debt Proceeds (380)	0	0	6,551,700	6,551,700
Transfers from Fund Balance (390)	0	0	990,700	990,700
TOTAL	3,639,310	4,502,700	23,039,600	18,536,900

SEWER FUND LINE ITEM REVENUE DETAIL				
Account Description	FY2022-23 Actual	FY2023-24 Amended Bud.	FY2024-25 Budget	Budget Change
401-330-3340-33100 SAHFI Grant	0	0	6,551,700	6,551,700
401-330-3340-33101 HMPG Grant	0	0	281,300	281,300
401-330-3340-33102 CDBG (Transform 386) Gra	0	0	3,710,000	3,710,000
401-340-3430-43500 Sewer Revenue	3,636,242	4,301,700	4,739,200	437,500
401-360-3610-61003 BoA Operating Interest	6,560	1,000	15,000	14,000
401-360-3610-61200 SBA Operating Interest	5	0	0	0
401-360-3610-61260 Other Investment Income	0	200,000	200,000	0
401-360-3690-69999 Miscellaneous	(3,497)	0	0	0
401-380-3840-40111 Sewer Construction Rev.	0	0	6,551,700	6,551,700
401-390-3990-81600 Trans fr Fund Balance	0	0	990,700	990,700
SEWER FUND TOTAL	3,639,310	4,502,700	23,039,600	18,536,900

Sewer Fund Revenue Budget Summary

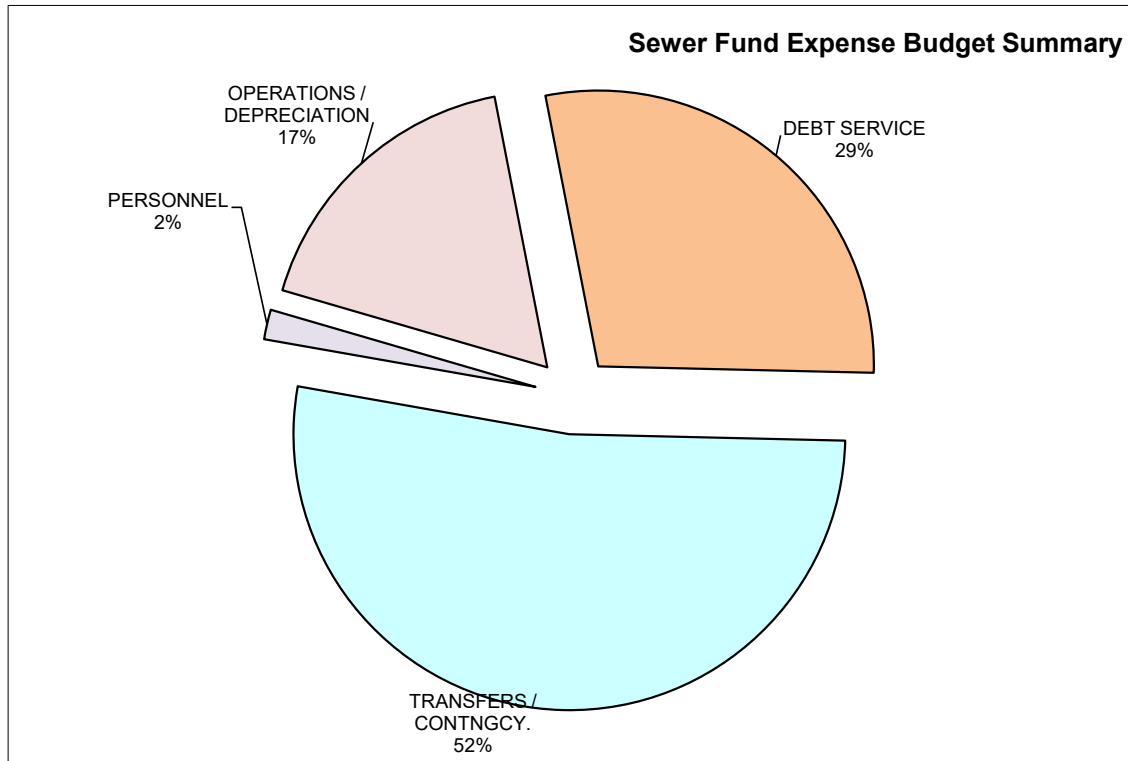


**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
SEWER FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	BUDGET CHANGE
5350	SEWER OPERATING	2,926,282	4,516,700	4,414,800	(101,900)
5352	SEWER CONSTRUCTION	0	0	0	0
	SEWER SRFL	0	0	6,551,700	0
	TRANSFERS/CONTINGENCY	0	0	12,073,100	0
TOTAL EXPENDITURES		2,926,282	4,516,700	23,039,600	(101,900)

BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	291,648	306,300	399,600	93,300
OPERATIONS / DEPRECIATION	2,634,634	3,759,000	4,015,200	256,200
DEBT SERVICE	0	0	6,551,700	6,551,700
TRANSFERS / CONTNGCY.	0	451,400	12,073,100	11,621,700
TOTAL EXPENDITURES	2,926,282	4,516,700	23,039,600	18,522,900



**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
401-5350 SEWER OPERATING EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET BUDGET CHANGE	
10	PERSONAL SERVICES				
12	REG. SALARY	172,004	190,300	251,100	31.95%
13	OTHER SALARY	4,075	0	0	#DIV/0!
14	OVERTIME	1,528	10,200	6,300	-38.24%
15	SPECIAL PAY	0	2,600	0	-100.00%
21	FICA	14,051	15,500	19,700	27.10%
22	RETIREMENT	26,753	24,700	35,000	41.70%
23	LIFE/HEALTH INSURANCE	58,645	59,500	83,300	40.00%
24	WORKER'S COMP. & OPEB	14,592	3,500	4,200	20.00%
	TOTAL PERSONAL SERVICES	291,648	306,300	399,600	30.46%
30	OPERATING EXPENSES				
31	PROFESSIONAL SERVICES	(5,914)	400,000	400,000	0.00%
32	ACCOUNTING/AUDITING	17,000	23,000	23,000	0.00%
34	CONTRACTUAL SERVICES	6,036	15,100	15,800	4.64%
35	TRAINING	944	8,200	22,100	169.51%
40	VEHICLE EXP/TRAVEL	15,364	24,500	39,800	62.45%
41	COMMUNICATIONS	10,923	15,000	15,000	0.00%
43	UTILITY SERVICES	1,134,631	1,543,900	1,546,200	0.15%
44	RENT AND LEASE	0	1,500	1,500	0.00%
45	GENERAL INSURANCE	12,048	33,200	26,800	-19.28%
46	REPAIRS/MAINTENANCE	90,378	123,700	118,700	-4.04%
47	PRINTING	455	2,100	2,100	0.00%
49	OTHER	855,535	1,085,300	1,258,300	15.94%
51	OFFICE SUPPLIES	166	600	1,000	66.67%
52	OPERATING SUPPLIES	44,248	57,900	57,600	-0.52%
54	BOOKS/MEMBERSHIPS	30	300	300	0.00%
59	DEPRECIATION/AMORTIZATION	371,530	424,700	487,000	14.67%
	TOTAL OPERATING EXPENSES	2,553,374	3,759,000	4,015,200	6.82%
60	CAPITAL OUTLAY				
62	BUILDINGS	0	0	0	
63	IMPROVEMENTS	0	2,259,400	0	-100.00%
64	EQUIPMENT	104,582	37,000	0	-100.00%
69	CAPITAL OFFSET	(104,582)	(2,296,400)	0	-100.00%
	TOTAL CAPITAL OUTLAY	0	0	0	
70	DEBT SERVICE				
71	PRINCIPAL (Actuals are incorp.withIn Depreciation)	0	0	6,551,700	0.00%
72	INTEREST	0	0	0	0.00%
	TOTAL DEBT SERVICE	0	0	6,551,700	
90	TRANSFERS				
90	CONTINGENCY	0	451,400	459,600	1.82%
905	BAD DEBT	0	0	10,000	0.00%
905	TRANSFERS OUT-CAPITAL FUND	0	0	11,603,500	0.00%
	TOTAL TRANSFERS	0	451,400	12,073,100	2574.59%
	GRAND TOTAL	2,845,022	4,516,700	23,039,600	410.10%

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			399,600
10120	REGULAR SALARY		251,100	
	PROJECT MANAGER-NEW UTILITY SUPERVISOR UTILITY TECHNICIANS (3)			
10130	OTHER SALARY		0	
10140	OVERTIME		6,300	
10150	SPECIAL PAY		0	
10210	FICA		19,700	
10220	RETIREMENT		35,000	
10230	HEALTH		79,700	
10231	LIFE/VISION/DENTAL/ADD		3,600	
10240	WORKER'S COMP.		4,200	
30	OPERATING EXPENSES			4,015,200
30310	PROFESSIONAL SERVICES		400,000	
	ENGINEER SERVICES-MASTER PLAN	400,000		
30320	ACCOUNTING/AUDITING		23,000	
	ANNUAL AUDIT	23,000		
30340	CONTRACT SERVICES		15,800	
	CUES MAINT. CONTRACT	1,500		
	GO CANVAS	2,200		
	INTERNET-WIFI	3,000		
	MASTER BYPASS TELEMETRY	4,500		
	STATION 1 ALARM MONITOR	2,600		
	UNIFORM RENTAL	2,000		
30350	TRAINING		22,100	
	CAMERA SCHOOL	500		
	CDL CLASSES	6,000		
	CONFINED SPACE CERT. (2)	1,300		
	GROUND PENETRATING UTILITY SURVEY	7,500		
	LIFT ST.MECHANIC X-TRAINING	800		
	MISC. TRAINING	6,000		
30400	DIESEL	14,000	14,000	
30401	GAS	8,800	8,800	
30402	VEH.MAINT./REPAIRS		15,000	
	BUCKET TRUCK CERTIFICATION	3,000		
	VEHICLES	12,000		
30403	TRAVEL/PER DIEM		2,000	
	CONFINED SPACE CERT.(2)	1,000		
	LIFT STA. MECHANIC	1,000		
30411	TELEPHONE		8,000	
	CELL PHONES	1,200		
	IPAD CELLULAR	1,000		
	PHONES W/AUTODIAL 10 STATIONS	5,800		
30412	POSTAGE		7,000	
	SEWER BILL MAILING	7,000		
30431	ELECTRIC	45,000	45,000	
30432	WATER		7,700	
	CITY OF P.O. & DB	7,700		
30434	SEWER		1,493,500	
	Charges for Sewer Services	1,493,500		
30440	RENT/LEASE		1,500	
	TOOLS/PUMP RENTALS	1,500		
30450	INSURANCE	26,783	26,800	

**FISCAL YEAR 2024-2025 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>
30460	REPAIRS/MAINTENANCE		118,700
	A/C REPLACEMENT	7,000	
	ELECTRICAL REPAIRS TO STATIONS	2,400	
	EMERGENCY REPAIRS	25,000	
	INSPECT/CLEAN/TELEVISION	10,400	
	LOCATES	6,000	
	MAINT. FOR UTILITY SYSTEM	1,000	
	MANHOLE COVERS/RINGS	2,000	
	MASTER BYPASS TELEMETRY PANEL	5,000	
	MISC. REPAIRS/PARTS	4,100	
	POWER MONITOR	2,400	
	PUMP REPAIRS	10,000	
	REPAIRS TO GENERATORS	8,000	
	REPAIRS TO SEWER LINE	9,600	
	ROAD MAINTENANCE AND SUPPLIES	1,500	
	SEALS, SLEEVES, MOTOR STARTERS,	12,000	
	SEMI-ANNUAL WET WELL	6,900	
	SYSTEM REPAIR/MAINT.	5,000	
	UPGRADE 870 MGZ RADIOS(2)/MAINTENANCE	400	
30470	PRINTING		2,100
	SEWER BILLS AND ENVELOPES	2,100	
30490	OTHER		1,258,300
	BANKING FEES	3,400	
	INTERNAL SERVICE CHARGE TO GF		
	HR Charge	1,148,800	
	Assets & Operations Charge	106,100	
30510	OFFICE SUPPLIES		1,000
	GEN OFFICE SUPPLIES	1,000	
30520	OPERATING SUPPLIES		57,600
	ACTIVATED CARBON FILTERS	18,000	
	BYPASS HOSE REPLACEMENT	6,000	
	DEGREASER	12,000	
	DIESEL FOR GENERATORS	5,500	
	MISCELLANEOUS SUPPLIES	16,100	
30540	BOOKS/MEMBERSHIP		300
	FL WATER & POLLUTION	300	
30590	DEPRECIATION EXPENSE		487,000
	CURRENT PLANNED WRITEDOWN	345,000	
	PLANNED FY PURCHASES	142,000	
70	DEBT SERVICE		6,551,700
70710	PRINCIPAL		6,551,700
	SRF Sewer Improvement	6,551,700	
70720	INTEREST		0
	SRF Sewer Improvement	0	
90	TRANSFERS		12,073,100
90900	CONTINGENCY		459,600
90905	BAD DEBT		10,000
90,950	Fund Balance Transfer (Out)		11,603,500
TOTAL SEWER OPERATING EXPENSE			23,039,600
			23,039,600

THE CITY OF DAYTONA BEACH SHORES

SEWER IMPACT FEE

Purpose

This component is a segment of the overall Sewer Enterprise Fund and is used to track the orderly expansion of the wastewater collection system. In order to finance the capital improvements for such expansion, a development fee (impact fee) "which is defined as a new building's contribution toward its equitable share of the cost of capital improvements required to serve new users" is assessed. The fee is \$1,642 and is composed of two segments consisting of a sewer collection service development fee (\$644.00) and a sewer treatment service development fee (\$998.00). The sewer treatment portion of the fee is paid to a neighboring municipality in accordance with a sewer treatment agreement between the cities.

Budget Summary

	SEWER IMPACT FEE		
	Current FY	Proposed	Change
Human Resource Expense			
Operating Expense	9,600	9,600	0
Contingency	6,500	6,500	0
TOTAL	16,100	16,100	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
SEWER IMPACT FEE**

DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	BUDGET CHANGE
SEWER IMPACT REVENUE				
SEWER IMPACT FEE INTEREST	1	100	100	0
SEWER IMPACT FEES	137,368	16,000	16,000	0
OPERATIONS REVENUE TOTAL	137,369	16,100	16,100	0
SEWER IMPACT EXPENSE				
CONTRACT SERVICES	81,260	9,600	9,600	0
OPERATIONS EXPENSE TOTAL	81,260	9,600	9,600	0
OPERTATIONS NET	56,109	6,500	6,500	0
TOTAL FUND REVENUE	137,369	16,100	16,100	0
TOTAL FUND EXPENSE	81,260	9,600	9,600	0
TOTAL NET	56,109	6,500	6,500	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
402- SEWER IMPACT FEE**

FUND 402 SEWER IMPACT FEES		SEWER FUND LINE ITEM REVENUE DETAIL			
Account Description		FY2022-23 Actual	FY2023-24 Amended Bud.	FY2024-25 Budget	Budget Change
402- 324-2324 -61004 BoA Impact Fee Interest		1	100	100	0
402- 324-2324 -63000 Sewer Impact Fee		137,368	16,000	16,000	0
SEWER FUND TOTAL		137,369	16,100	16,100	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2024-2025 BUDGET
402-2535 SEWER IMPACT FEE EXPENSE**

ACCT.#	DESCRIPTION	FY2022-23 ACTUAL	AMENDED FY2023-24 BUDGET	Draft FY2024-25 BUDGET	BUDGET CHANGE
30	OPERATING EXPENSES				
340	OTHER CONTRACT SERVICES <i>(revenue linked -collected fees due port orange & misc eng.srvcs)</i>	81,260	9,600	9,600	0
OPERATING EXPENSES		81,260	9,600	9,600	0
90	NON-OPERATING				
900	CONTINGENCY	0	6,500	6,500	0
901	TRANSFER TO RESERVE	0	0	0	0
NON-OPERATING		0	6,500	6,500	0
IMPACT FEE EXPENSE		81,260	16,100	16,100	0

Fiscal Year 2024-2025

October 2024–September 2025 (United States)



October 2024							November 2024							December 2024							January 2025									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4	5						1	2										1	2	3	4			
6	7	8	9	10	11	12		3	4	5	6	7	8	9		8	9	10	11	12	13	14		5	6	7	8	9	10	11
13	14	15	16	17	18	19		10	11	12	13	14	15	16		15	16	17	18	19	20	21		12	13	14	15	16	17	18
20	21	22	23	24	25	26		17	18	19	20	21	22	23		22	23	24	25	26	27	28		19	20	21	22	23	24	25
27	28	29	30	31				24	25	26	27	28	29	30		29	30	31						26	27	28	29	30	31	
February 2025							March 2025							April 2025							May 2025									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
						1							1				1	2	3	4	5					1	2	3		
2	3	4	5	6	7	8		2	3	4	5	6	7	8		6	7	8	9	10	11	12		4	5	6	7	8	9	10
9	10	11	12	13	14	15		9	10	11	12	13	14	15		13	14	15	16	17	18	19		11	12	13	14	15	16	17
16	17	18	19	20	21	22		16	17	18	19	20	21	22		20	21	22	23	24	25	26		18	19	20	21	22	23	24
23	24	25	26	27	28			23	24	25	26	27	28	29		27	28	29	30					25	26	27	28	29	30	31
								30	31																					
June 2025							July 2025							August 2025							September 2025									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
1	2	3	4	5	6	7				1	2	3	4	5						1	2		1	2	3	4	5	6		
8	9	10	11	12	13	14		6	7	8	9	10	11	12		3	4	5	6	7	8	9		7	8	9	10	11	12	13
15	16	17	18	19	20	21		13	14	15	16	17	18	19		10	11	12	13	14	15	16		14	15	16	17	18	19	20
22	23	24	25	26	27	28		20	21	22	23	24	25	26		17	18	19	20	21	22	23		21	22	23	24	25	26	27
29	30							27	28	29	30	31				24	25	26	27	28	29	30		28	29	30				

Nov 11, 2024 Veterans Day (Most regions)	Dec 24, 2024 Christmas Eve	May 26, 2025 Memorial Day
Nov 28, 2024 Thanksgiving Day (All) Day	Dec 25, 2024 Christmas Day (Most regions)	Jun 19, 2025 Juneteenth Day (AZ, FL, GA, HI, WI)
Nov 29, 2024 After Thanksgiving (Many regions)	Dec 31, 2024 New Year's Eve	Sep 1, 2025 Labor Day (All)
	Jan 1, 2025 New Year's Day (Most regions)	
	Jan 20, 2025 Martin Luther King Jr. Day (All)	

City of Daytona Beach Shores Proposed Capital Improvement Plan



FY 2024-25 through FY 2028-29





CITY OF DAYTONA BEACH SHORES

July 15, 2024

Honorable Mayor Miller, City Commissioners, and Citizens of Daytona Beach Shores;

Enclosed is the Proposed Five-Year Capital Improvement Program (CIP) for the period FY 2024-25 through FY 2028-29. The Five-Year Capital Improvement Program totals \$53,260,300 with \$16,848,600 for FY 2024-25.

Projects included in the CIP reflect one or more of the following factors with maintenance or upgrade of existing facilities being the highest priority:

- Involves necessary or planned maintenance, renovation or construction of existing facilities, equipment or infrastructure.
- Reflects a prior multi-year commitment previously approved by the City Commission.
- Enhances the use or appearance of an existing facilities or City-maintained public areas.

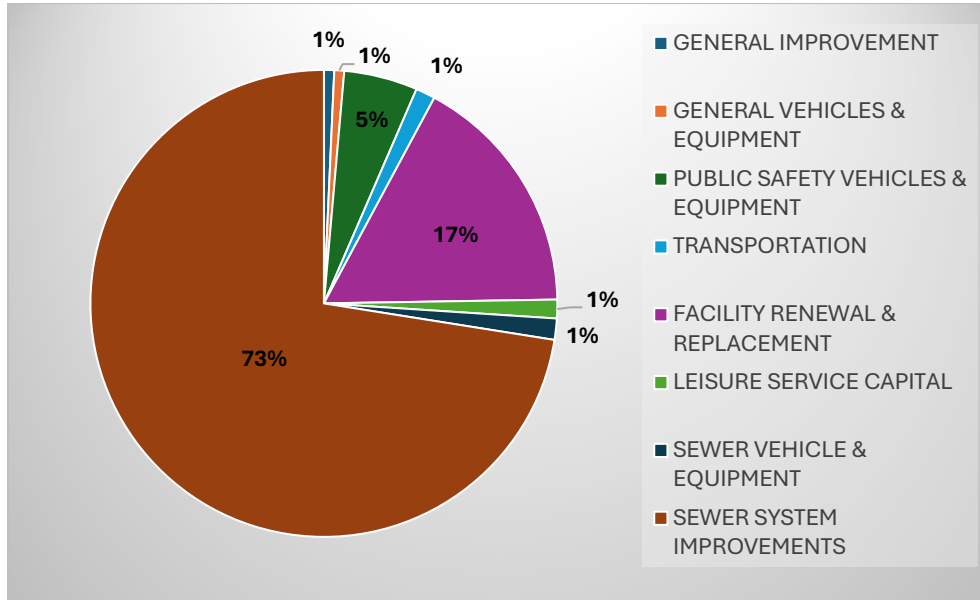
Property tax funded projects for General Capital Improvements, General Vehicle Replacements, Public Safety Vehicles, Facilities Renewal and Replacement, Leisure Service Capital and Transportation are proposed with funding levels consistent with current Long-term Financial Planning.

The city is consistently watching for grants and other funding sources to assist in the funding of city projects: Hazard Mitigation Grant Program (HMGP), Federal Emergency Management Association (FEMA), Community Development Block Grant (CDBG), Florida Department of Environmental Protection (FDEP), Volusia ECHO (Environmental, Cultural, Historic, and Outdoor Recreation), and State Revolving Fund Loan (SRFL). Grant funding is utilized for projects where available.

Overview

The City's Five-Year Capital Improvements Program represents a substantial effort to Identify and schedule capital investments for a multi-year period. Each department has complete project descriptions and justification. The Finance Department has the recommended financing for each project; Ad Valorem, Fuel Tax Revenues, Sewer Revenues, Grants, Reserves, and/or Other Financing Sources.

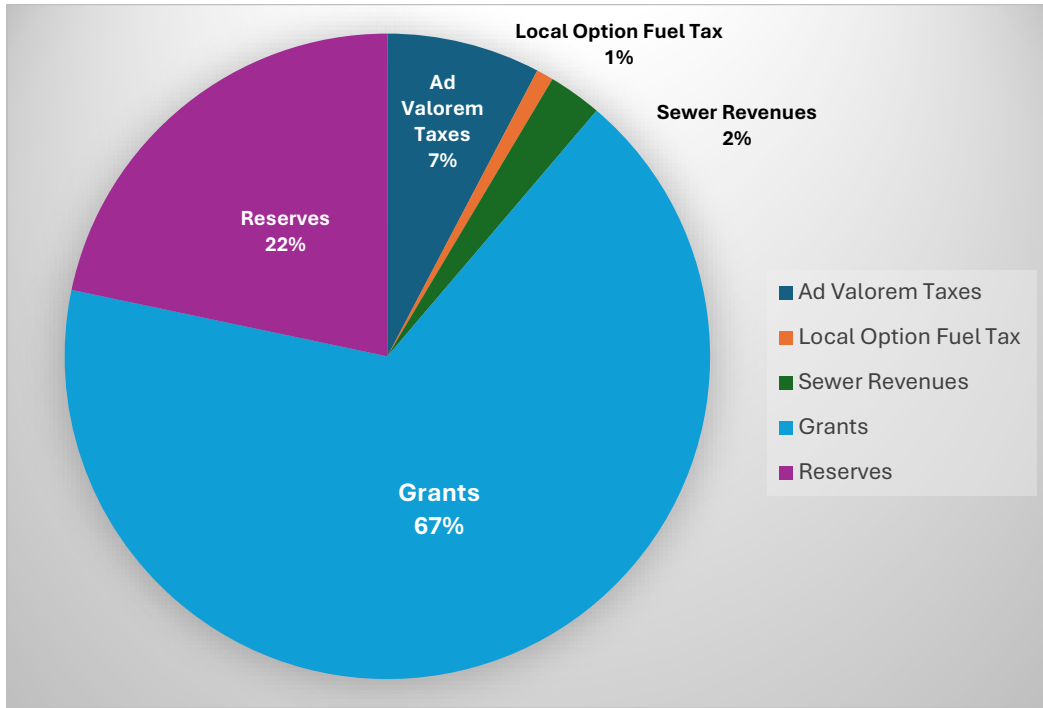
EXPENDITURES 2024-2029



FUND NAME	TOTAL EXPENDITURE
GENERAL IMPROVEMENT	\$ 380,000
GENERAL VEHICLES & EQUIPMENT	\$ 367,000
PUBLIC SAFETY VEHICLES & EQUIPMENT	\$ 2,386,900
TRANSPORTATION	\$ 724,400
FACILITY RENEWAL & REPLACEMENT	\$ 9,059,000
LEISURE SERVICE CAPITAL	\$ 694,800
SEWER VEHICLE & EQUIPMENT	\$ 786,700
SEWER SYSTEM IMPROVEMENTS	\$ 38,861,500
TOTAL	\$ 53,260,300

REVENUES

FUNDING SOURCES FY 2024-2029



Revenue/Funding Source	Total Revenue	
Ad Valorem Taxes	\$	3,767,700
Local Option Fuel Tax	\$	461,500
Sewer Revenues	\$	1,468,800
Grants (Some Pending)	\$	35,963,100
Reserves	\$	11,599,200
TOTAL	\$	53,260,300

FY 2024-25 CIP Projects

Fund 301-General Improvement Fund

Projects included for FY 2024-25 are:

Information Technology: Switching/Wireless Infrastructure Upgrade (\$135,000), Virtual Host Replacement (\$25,000)

City Hall: Furniture Replacement (\$45,000)

Parks & Recreation: City Park Master Plan (\$150,000).

Fund 302-General Vehicle and Equipment Replacement

The FY 2024-25 plan includes the replacement of:

Public Works: Vehicle (\$40,000), a Golf Cart and Gator (\$35,000), a Message Board (\$30,000), a Kabota Tractor (\$50,000), and a Sand Bag Filler (\$15,000).

Fund 305-Public Safety Vehicle and Equipment Replacement

The FY 2024-25 plan includes:

Two Administration Vehicles (\$92,000), a Fire Truck (\$1,000,000), a Mobile Command Unit (\$100,000), three Patrol Vehicles (\$190,900), and a Strkyer Lift Chair (\$20,000).

Fund 308-Transportation

Transportation projects include:

City Hall: Parking Lot (\$45,000)

Sidewalks & Crosswalks: Crosswalks (\$172,900), Bellemead Sidewalk Repairs & Replacements (\$16,500)

Parks & Recreation: Andrinopolous Parking Lot (\$45,000)

Public Safety: North Entrance Repair & Replacement (\$20,000).

Fund 317-Facility Renewal and Replacement

For FY 2024-25, projects include:

City Emergency Operations Center (\$500,000),

City Hall: HVAC Replacement, First Floor Lobby & Bathroom Repairs and Upgrades (\$75,000), Hurricane Shutters partially funded by a HMGP grant (\$120,000)

Public Works: Spalling Repairs (\$30,000)

Public Safety: Fire Bay CO2 System Replacement (\$75,000), Drywall and Stairwell Flooring and Spalling Repairs and Replacements (\$87,000), Sally Port Repairs & Replacement (\$27,000), Hurricane Shutters fully funded by FEMA Mitigation (\$140,000) and 3046 South Atlantic Avenue (\$1,600,000).

Fund 322-Leisure Service Capital

The funding provided for FY 2024-25 will be utilized for:

McElroy Park: Benches (\$25,000), Lighting for the Park & Bocce Courts (\$30,000), Exercise Equipment (\$14,500), Playground Equipment (\$60,000), and Pickleball Screens (\$10,000).

Community Center: Christmas Tree (\$15,000), Veterans Park Flag Poles (\$18,300), Tennis Court Clay Resurface (\$70,000), Tennis Court Roller (\$11,000), and Lighting for Court Six (\$45,000).

Pavilion Renovations (\$45,000).

Sunshades and Lighting for Turtle Season (\$20,000).

Fund 408-Sewer Vehicles & Equipment Replacement

The FY 2024-25 plan includes the replacement of a Forklift (\$36,000) and Vehicle 169 (\$130,000).

Fund 409-Sewer System Improvements

Annual recurring projects include Slip Lining Sewer Lines, Liftstation Rehabilitation and Generator and Pump Repairs, Upgrades, and Replacements, totaling \$725,000. Non-recurring projects totaling \$10,712,500, pending an SRFL are the Force Main and Liftstation Project, Master Station Odor Control and Roof Replacement, Station 3 Roof Repairs and Upgrades, and Station 1 Garage Door Replacement.

Projects below the CIP threshold of \$10,000 will be included as part of the annual operating budget.

Projects By Funding Source

301 General Improvement Fund

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
EXPENDITURE							
301	Enterprise Storage Replacement-CH	25,000		25,000			
301	Park Masterplan Switching/wireless Infrastructure Upgrade	150,000	150,000				
301	Virtual Host Replacement	135,000	135,000				
301	FURNITURE REPLACEMENT-CH	25,000	25,000				
301		45,000	45,000				
	TOTAL EXPENDITURES	380,000	355,000	25,000	-	-	-
FUNDING							
	Revenue/Funding Source						
	Ad Valorem Taxes	380,000	355,000	25,000	-	-	-
	TOTAL FUNDING	380,000	355,000	25,000	-	-	-

302 General Vehicles & Equipment

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
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EXPENDITURE

302	GOLF CART REPLACEMENT	15,000	15,000				
302	NEW MESSAGE BOARD (alternate between the 2)	30,000	30,000				
302	REPLACE GATOR VEH 5	20,000	20,000				
302	REPLACE GENIE SCISSOR LIFT	25,000		25,000			
302	REPLACE KABOTA TRACTOR	50,000	50,000				
302	REPLACE MOWER	12,000		12,000			
302	REPLACE NIFTY LIFT	65,000		65,000			
302	REPLACE VEHICLE 153 (CREW CAB DUMP BED)	95,000		95,000			
302	REPLACE VEHICLE 94	40,000	40,000				
302	SAND BAG FILLER	15,000	15,000				

TOTAL	367,000	170,000	197,000	-	-	-
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FUNDING

Revenue/Funding Source

Ad Valorem Taxes	367,000	170,000	197,000			
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TOTAL	734,000	340,000	394,000	-	-	-
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305 Public Safety Vehicles & Equipment

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
EXPENDITURE							
305	Administration Vehicles (2)	92,000	92,000				
305	FARO EQUIPMENT	80,000		80,000			
305	Fire Truck	1,000,000	1,000,000				
305	Mobile Command Unit	100,000	100,000				
305	Patrol Vehicles (5)*	998,900	190,900	264,000	269,000	275,000	
305	Rescue Vehicle (1)	96,000		48,000	48,000		
305	STRYKER LIFT CHAIR	20,000	20,000				
	TOTAL	2,386,900	1,402,900	392,000	317,000	275,000	-
FUNDING							
	Revenue/Funding Source						
	Ad Valorem Taxes	1,386,900	402,900	392,000	317,000	275,000	
	Reserves	1,000,000	1,000,000				
	TOTAL	2,386,900	1,402,900	392,000	317,000	275,000	-

308 Transportation

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
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EXPENDITURE

308	CITY HALL PARKING LOT REPAVE	45,000	45,000				
308	CROSSWALKS	172,900	172,900				
308	FLORIDA SHORES REPAVE	40,000		40,000			
308	OCEANS WEST BLVD REPAVE	340,000		100,000	120,000	120,000	
308	REPAVE ANDRINOPOLOUS PARKING LOT	45,000	45,000				
308	REPAVE BEACHCOMBER PARKING LOT	45,000			45,000		
308	REPOUR BELLEMEAD SOUTH SIDEWALK	16,500	16,500				
308	REPOUR PUBLIC SAFETY NORTH ENTRANCE	20,000	20,000				
TOTAL EXPENDITURES		724,400	299,400	140,000	165,000	120,000	-

FUNDING

Revenue/Funding Source

Ad Valorem Taxes	90,000	45,000	-	45,000	-	
Local Option Fuel Tax 1 to 5 Cents	36,500	36,500		-		
Local Option Fuel Tax 1 to 6 Cents (roads)	425,000	45,000	140,000	120,000	120,000	
Reserves	172,900	172,900				
TOTAL FUNDING	724,400	299,400	140,000	165,000	120,000	-

317 Facilities Renewal & Replacement

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
EXPENDITURE							
317	3046 S A1A Property	1,600,000	1,600,000				
317	CHAMBER DIAS	60,000		60,000			
317	CITY HALL 1ST FLOOR & BATHROOM	50,000	50,000				
317	CITY HALL AC REPLACEMENT	25,000	25,000				
317	CITY HALL HURRICANE SHUTTERS	120,000	120,000				
317	CS SPALLING REPAIRS	30,000	30,000				
317	EOC Building	4,000,000	500,000	3,500,000			
317	FACILITY BLDG EXPANSION	2,575,000		75,000	500,000	2,000,000	
317	FACILITY BLDG SANDBLASTING/PAINTING GARAGE	50,000			50,000		
317	FACILITY BLDG SPALLING REPAIR/PAINTING	30,000			30,000		
317	FACILITY BLDG REPLACE GARAGE DOORS	60,000			60,000		
317	FIRE BAY CO2 SYSTEM REPLACEMENT	75,000	75,000				
317	PS ANNEX SHUTTERS	30,000		30,000			
317	PS DRYWALL REPAIRS	25,000	25,000				
317	PS HURRICANE SHUTTERS	140,000	140,000				
317	PS SPALLING REPAIRS	50,000	50,000				
317	PS STAIRWELL FLOORING	12,000	12,000				
317	PUBLIC SAFETY A/C REPLACEMENT	100,000					100,000
317	PUBLIC SAFETY SALLY PORT	27,000	27,000				
	TOTAL EXPENDITURES	9,059,000	2,654,000	3,665,000	640,000	2,000,000	100,000
FUNDING							
Revenue/Funding Source							
	Ad Valorem Taxes	1,054,000	314,000		640,000		100,000
	Grants:						
	HMGP-Ian (pending)	3,000,000	500,000	2,500,000			
	HMGP-Nicole (pending)	103,500	103,500				
	ECHO (pending)	600,000	600,000				
	FEMA (pending)	140,000	140,000				
	Reserves	4,161,500	996,500	1,165,000		2,000,000	
	TOTAL FUNDING	9,059,000	2,654,000	3,665,000	640,000	2,000,000	100,000

322 Leisure Services Capital

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
EXPENDITURE							
322	CHRISTMAS TREE	15,000	15,000				
322	COMMUNITY CENTER A/C REPLACEMENT	100,000		100,000			
322	COMMUNITY CENTER GENERATOR	120,000		120,000			
322	MCELROY BENCHES	25,000	25,000				
322	MCELROY PARK BOCCE LIGHTS	10,000	10,000				
322	MCELROY PARK LIGHTS	20,000	20,000				
322	MCELROY PARK EXERCISE EQUIPMENT	14,500	14,500				
322	NEW LIGHT COURT 6	45,000	45,000				
322	PAVILION RENOVATION	45,000	45,000				
322	PICKLEBALL WINDSCREENS	10,000	10,000				
322	REPLACE PLAYGROUND EQUIPMENT	160,000	60,000	100,000			
322	SUNSHADES/LIGHT BULBS (TURTLE SEASON)	20,000	20,000				
322	TENNIS COURT CLAY RESURFACE	70,000	70,000				
322	TENNIS COURT ROLLER	22,000	11,000	11,000			
322	VETERANS PARK FLAG POLES	18,300	18,300				
TOTAL EXPENDITURES		694,800	363,800	331,000	-	-	-
FUNDING							
Revenue/Funding Source							
	Ad Valorem Taxes	489,800	248,800	241,000	-	-	
	Grant:						
	HMGP-lan	90,000		90,000			
	Reserves	115,000	115,000				
TOTAL FUNDING		694,800	363,800	331,000	-	-	-

408 Sewer Vehicle & Equipment Replacements

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
EXPENDITURE							
408	200 KW GENERATOR	150,000		150,000			
408	FORKLIFT REPLACE VEH	36,000	36,000				
408	107 BUCKET TRUCK	180,000		180,000			
408	REPLACE VEHICLE 169	130,000	130,000				
408	TELEMETRY	245,700		245,700			
408	VEHICLE 161 REPLACEMENT	45,000				45,000	
	TOTAL EXPENDITURES	786,700	166,000	575,700	-	45,000	-
FUNDING							
	Revenue/Funding Source						
	Sewer Revenues	411,000	36,000	330,000	-	45,000	-
	Reserves	375,700	130,000	245,700			
	TOTAL FUNDING	786,700	166,000	575,700	-	45,000	-

409 Sewer System Improvements

FUND	PROJECT	TOTAL EXPENDITURES	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
EXPENDITURE							
409	FORCEMAIN PROJECT- DESIGN	600,000	600,000				
409	FORCEMAIN PROJECT- PHASE 1	14,000,000	1,000,000	10,000,000	3,000,000		
409	MASTER STATION ODOR CONTROL	568,000	568,000				
409	MASTER REHABILITATION	4,500,000	500,000		4,000,000		
409	MASTER ROOF REPLACEMENT	24,000		24,000			
409	SLIP LINING SEWER LINES	1,250,000	250,000	250,000	250,000	250,000	250,000
409	STATION 3 ROOF REPAIRS	28,500	28,500				
409	STATION 5 REHABILITATION	200,000		200,000			
409	STATION 5 SPARE PUMP	200,000	100,000	100,000			
409	STATION 6,7,9,10 GENERATOR REPLACEMENT	475,000	375,000	100,000			
409	STATION RENOVATIONS	11,000,000	8,000,000	3,000,000			
409	MANHOLE REPLACEMENT	6,000,000		5,000,000	1,000,000		
409	REPLACE GARAGE DOORS STAT 1	16,000	16,000				
TOTAL EXPENDITURES		38,861,500	11,437,500	18,674,000	8,250,000	250,000	250,000

FUNDING

Revenue/Funding Source							
Sewer Revenues	1,057,800	33,800	24,000	500,000	250,000	250,000	
Grants:							
HMGP-Nicole (pending)	377,600	281,300	96,300				
HMGP-Idalia (pending)	3,225,000		1,600,000	1,625,000			
Transform 386 (pending)	1,907,000	-	1,907,000				
Transform 386 (pending)	3,710,000	3,710,000					
FDEP-Water Quality (pending)	8,260,000		4,880,000	3,380,000			
SAFHI/SRFL (pending SRFL)	14,550,000	6,551,700	7,998,300				
Reserves	5,774,100	860,700	2,168,400	2,745,000			
TOTAL FUNDING	38,861,500	11,437,500	18,674,000	8,250,000	250,000	250,000	

MINUTES
CITY COMMISSION WORKSHOP MEETING
September 9, 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, and City Clerk Cheri Schwab

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. Training on Live Meeting Manager Software

The commissioners received training on the Live Meeting Manager component for the agenda software. They practiced the actions of viewing the agenda items, request to speak and electronic voting.

4. ADJOURNMENT:

The meeting ended at 5:38 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
September 9, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. NEW BUSINESS (TRIM PROCESS ONLY):

- A. Resolution 2024-13 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR VOLUSIA COUNTY FOR FISCAL YEAR 2024-25; PROVIDING AN EFFECTIVE DATE

City Attorney Vose read the resolution in its entirety. The final hearing on the millage rate will be September 24, 2024.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Resolution 2024-13 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

- B. Resolution 2024-14 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Vose read the resolution in its entirety. An updated budget summary was provided to the commission.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2024-14 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

6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

- A. Request from Will Roberts, Volusia County Tax Collector to support Kids Tag Art
Volusia County Tax Collector, Will Roberts, introduced a newer program called Kids Tag Art. It will be

offered in 10 schools, with RJ Longstreet being one of them. It was explained that budgets are tight for supplies and many times the art teachers have to spend their own funds. During art class, children will design license plates that will be available for sale to be placed on the front of cars. All proceeds will be divided equally between the participating schools. The program is looking for sponsorship at all levels. After a brief discussion by the commissioners, an item will be placed on the next agenda to consider a sponsorship and the purchase of plates for city vehicles.

B. Gold Certificate of Excellence to Mayor Nancy Miller

City Manager Kurt Swartzlander presented Mayor Miller with the Gold Certificate of Excellence for elected officials.

7. APPROVAL OF MINUTES

A. City Commission Minutes August 27, 2024

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Commission Minutes of August 27, 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

8. CONSENT AGENDA:

9. OLD BUSINESS:

10. QUASI-JUDICIAL HEARING

A. Regular Site Plan RSP12023048: SHORES DEPOT - ALL ABOARD STORAGE
Interior Storage Facility, 2616 S. Atlantic Avenue

The City Clerk swore in all witnesses for the hearing. There was no ex-parte communication by the city commissioners. City Planner Gwyn Herstein provided a short background on the property. Aerial views of the site were shown. The project was granted a special exception for the building storage and had eight conditions attached. All were met with the submitted site plan except #5 regarding low level lighting. This will be monitored during the inspections as the project is being built. It is consistent with the Land Development Code. All due public notice was published. Both the Planning & Zoning Board and staff recommend approval of the site plan.

Daniel Nathan, owner of Cowlicks Ice Cream, felt the project would violate his right of easement in the driveway and is against the project. Comm. Dembinsky inquired if the number of parking spaces for Cowlicks was affected by the project. Ms. Herstein replied that it had not changed, and that the city had acquired an Indemnification Agreement.

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Regular Site Plan RSP12023048 for SHORES DEPOT - ALL ABOARD STORAGE.

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

11. NEW BUSINESS:

A. Discussion on Volusia County's Dune Vegetation Ordinance

City Manager Kurt Swartzlander provided an overview of the dune vegetation ordinance. If a condominium had seawall damage, after repair/replacement of the seawall, the owner needs to install plants, vegetation and sand on the eastern side of it. The owner can also get a cost estimate to pay funds to the county so they can maintain the dune. This requirement has left many seawall permits still open. The county is progressing with their sand restoration project, but no one is sure how far it will reach. Property owners don't want to pay to put sand in place because it has been washed away by the next high tide. Impacted citizens are upset with this requirement because it seems useless. The county had deferred this requirement until December 31st, and they may defer it again. The City Manager proposed a resolution to ask the County Council for an exemption to the county dune ordinance requirements if a property had pulled a FDEP permit as the result of Hurricanes Ian or Nicole. Also, if a property has already paid into the fund, that it be refunded to the property owner.

Resident Ed Offerman appreciated the city staff for looking into this matter. He would be in favor of a resolution to the county. The city commissioners voiced their opinion, hoping that the county council and staff would be favorable to this.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to bring back a Resolution asking for support from the County of Volusia.

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. Consideration to cancel the second meeting in both November and December

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve canceling the second meeting in both November and December.

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

12. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

13. CITY MANAGER COMMENTS

The City Manager stated that he attended a recent presentation regarding off-beach parking at the Elected Official's Roundtable. Beginning October 1st, residents can register for free beach driving access. Beginning in January, there will be a charge for off-beach parking as well. The city is able to partner with the company overseeing the parking enforcement. Staff can determine what parking spaces to charge and the amount for that space. He asked for direction from the commission on whether to proceed with a contract to piggyback off the county's contract. After a brief discussion, it was determined to place an item on the next agenda for consideration.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to include a detailed contract on the next agenda for consideration.

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

The City Manager advised that Governor DeSantis may call a special session to discuss the condominium funding requirements for safety and reserve studies that would begin at the end of the year. He announced the End of Summer Bash event at Crabby Joe's on Sept. 27th. There is also a free concert that night beginning at 6:30 in the pavilion.

14. COMMISSION COMMENTS:

Mayor Miller encouraged residents to purchase a ticket for the End of Summer Bash. She reminded the audience that Coffee With the Mayor was on Wednesday with Sheriff Mike Chitwood as guest speaker. Vice Mayor Politis provided an update from the recent TPO meeting he attended. The agency has a new name, Volusia-Flagler TPO with a new chairperson, Mayor Bill Partington from Ormond Beach.

15. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

16. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Consideration to sponsor Kids Tag Art and purchasing license plates for city vehicles

17. ADJOURNMENT:

The meeting ended at 7:33 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY COMMISSION AGENDA MEMORANDUM SEPTEMBER 24, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Public Safety forfeiture purchase request

SYNOPSIS:

Request to purchase a volunteer vehicle with forfeiture funds.

FISCAL IMPACT STATEMENT:

This purchase has no effect on the current year 2023-24 budget as the funds are from the Public Safety Forfeiture account.

BACKGROUND:

The public safety department has volunteers that complete daily courier services. In addition to delivering paperwork throughout the county, they also respond to local hospitals to collect agency equipment (backboards) that is used in transporting patients. This task requires use of an SUV or pickup truck. The current vehicle the volunteers are using is 15 years old and leaks water anytime it rains.

Community Services has two Maverick pickups and found them to be reliable. Our volunteers tested them and feel they are a good choice to replace the current vehicle. The cost through a piggyback contract for the new vehicle is \$27,559.66.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move we approve the item as presented.

- ATTACHMENT:**
1. PS forfeiture purchase request
 2. 2025 MAVERICK WORKSHEET

**DAYTONA BEACH SHORES PUBLIC
SAFETY DEPARTMENT**

**CONTRABAND FORFEITURE
EXPENDITURE REQUEST**

September 6, 2024
File: PS24-09-01

FUNDING REQUEST

The Daytona Beach Shores Public Safety Department seeks Commission approval for the expenditure of state contraband forfeiture monies for the purchase of a vehicle for the volunteer program. The Department has determined that the following is a necessity to the Department as the current vehicle is no longer safe.

Vehicle

The Department of Public Safety would like to utilize \$28,000. from the state contraband forfeiture account to replace the courier vehicle for our volunteers

Certification of Compliance:

The undersigned, as Public Safety Director of the City of Daytona Beach Shores, Florida, hereby requests, pursuant to Section 932.704, Florida Statutes, that the City Commission authorize the appropriation to, and expenditure by, the Daytona Beach Shores Public Safety Department of funds held in the City's Special Law Enforcement Trust Fund. The request is made, and the expenditure of appropriated funds shall be in conformity with Section 932.7055 (5) (b).



Michael Fowler
Public Safety Director

09.06.24

Date

September 5, 2024



**City of Daytona Beach Shores
Dave Rodgers**

DESCRIPTION

W8A	2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL	
993	2.5L Hybrid Engine	
44E	Automatic Continuous Variable Transmission	
100A	XL Equipment Package	
66C	Ford Co-Pilot360	
96G	Spray-In Bedliner	
60B	Trailer Hitch Receiver w/4-Pin Connector	
	Factory Invoice	\$28,656.00
	Government Price Concession Discount	\$100.00
	4.27% Contract Discount	\$1,219.34
	Deep Window Tint	\$185.00
		\$0.00
	Temp Tag	\$38.00
TOTAL PURCHASE AMOUNT PER UNIT		\$27,559.66

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485





**CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 24, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: PS August monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. August PS 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 AUGUST 2024

	Aug-24	24/YTD	Aug-23	23/YTD
Police Related Calls	2,147	12,820	1,754	14,835
Fire Related Calls	68	556	50	547
Rescue Related Calls	86	818	69	481
Fire Related Alarms Sounding	28	190	23	158
Traffic Citations	112	1,209	122	1,419
Written Warnings	122	897	45	218
Building Inspections	74	383	74	263
Arrests: Adults	35	193	23	243
Juveniles	0	4	0	4
City Ordinance Charges	0	2	0	3
Florida State Statute Charges	40	231	31	411
Accidents: Total	17	115	17	126
Street/Highway	9	62	13	90
Parking Lot	8	53	4	43

Michael Fowler, Public Safety Director

(Handwritten signature and date)
M
09.06.24

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-08-01 through 2024-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	461	21.47 %	14.87
EXTRA PATROL	EP	365	17.00 %	11.77
TRAFFIC STOP	TS	324	15.09 %	10.45
PROPERTY CHECK	PRC	206	9.59 %	6.65
DIRECTED PATROL REQUEST	DPR	91	4.24 %	2.94
TELEPHONE HANDLE	THC	54	2.52 %	1.74
SUSP PERSON	SPER	52	2.42 %	1.65
SUSPECT STOP	SS	49	2.28 %	1.58
MEDICAL EMERGENCY	MED1	39	1.82 %	1.26
FIRE ALARM	ALARMF	32	1.49 %	1.03
TOWED VEHICLE	TOW	31	1.44 %	1.00
SUSP INCIDENT	SINC	28	1.30 %	0.90
SCHOOL ZONE	SZ	19	0.88 %	0.61
WALKUP	WALKUP	19	0.88 %	0.61
TRESPASSERS	TRES	16	0.75 %	0.52
FOUND PROPERTY	PROPF	14	0.65 %	0.45
SUSP VEHICLE	SVEH	14	0.65 %	0.45
DISTURBANCE	DIST	13	0.61 %	0.42
WALK & TALK	WT	13	0.61 %	0.42
MVA	MV	12	0.56 %	0.39
TRAUMA EMERGENCY	TRAU1	12	0.56 %	0.39
BLS - MED/TRAUMA	BLS3	11	0.51 %	0.35
STEP ZONE	STP	11	0.51 %	0.35
THEFT	THEFT	11	0.51 %	0.35
FALL- NON EMERGENCY	TRAU3	10	0.47 %	0.32
RADAR	RADAR	10	0.47 %	0.32
ROAD OBSTRUCTION	RDOB	10	0.47 %	0.32
SPECIAL DETAIL	SDL	10	0.47 %	0.32
UNCONSCIOUS	UNC	10	0.47 %	0.32
WELL BEING CHECK	WBC	10	0.47 %	0.32
911 CK/OPEN LINE	911CK	9	0.42 %	0.29
ELEVATOR CALL	ELEV	8	0.37 %	0.26
WARRANT	WAR	8	0.37 %	0.26
BUSINESS ALARM	ALARMB	7	0.33 %	0.23
SHOPLIFTING	SHOP	7	0.33 %	0.23
FLAG DOWN	FLAG	6	0.28 %	0.19
INFORMATION GIVEN	INFO	6	0.28 %	0.19
ASSAULT/BATTERY	ABAT	5	0.23 %	0.16
HIT&RUN MVA	MVHR	5	0.23 %	0.16
MISC FIRE SERVICE CALL	MISCF	5	0.23 %	0.16
NOISE	NOISE	5	0.23 %	0.16
RECKLESS DRIVER	RD	5	0.23 %	0.16
REPOSSESSED VEH	REPO	5	0.23 %	0.16
SEX OFFENSE	SO	5	0.23 %	0.16
TEST LE CALL	TEST	5	0.23 %	0.16
ATT TO CONTACT	ATC	4	0.19 %	0.13

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-08-01 through 2024-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
CIVIL COMPLAINT	CIVIL	4	0.19 %	0.13
ESCORT	ESCORT	4	0.19 %	0.13
ILLEGAL PARKING	PARK	4	0.19 %	0.13
INVESTIGATION	INV	4	0.19 %	0.13
NARCOTICS	NARC	4	0.19 %	0.13
ASSIST AGENCY	ASSIST	3	0.14 %	0.10
BURGLARY	BURG	3	0.14 %	0.10
DISABLED VEHICLE	DAV	3	0.14 %	0.10
DOMESTIC DISTURBANCE	DV	3	0.14 %	0.10
DRUNK DRIVER	DUI	3	0.14 %	0.10
FRAUD	FRAUD	3	0.14 %	0.10
LOST PROPERTY	PROPL	3	0.14 %	0.10
MEDICAL UNKNOWN	ALARMM	3	0.14 %	0.10
MENTALLY ILL PER	MIP	3	0.14 %	0.10
ABANDONED VEH	AV	2	0.09 %	0.06
ANIMAL COMPLAINT	AC	2	0.09 %	0.06
CARBREAK	CB	2	0.09 %	0.06
DANGEROUS COND FD	DCFD	2	0.09 %	0.06
DRUNK PERSON	IP	2	0.09 %	0.06
FIGHT	FIGHT	2	0.09 %	0.06
FLEEING DRIVER	FLEE	2	0.09 %	0.06
MISSING PERSON RECOVERED	MPR	2	0.09 %	0.06
STROKE / CVA	CVA	2	0.09 %	0.06
SUICIDAL PERSON	SP	2	0.09 %	0.06
TRAFFIC LITE OUT	TLO	2	0.09 %	0.06
VANDALISM	VAND	2	0.09 %	0.06
ZONE ACCOUNTABILITY PATR	ZAP	2	0.09 %	0.06
911 CK/OPN LINE/MED HAZ	911MED	1	0.05 %	0.03
ALZHEIMERS	ALZ	1	0.05 %	0.03
BOATER ASSIST	BOAT	1	0.05 %	0.03
BOLO	BOLO	1	0.05 %	0.03
BURG/BUSINESS	BURGB	1	0.05 %	0.03
CARDIAC ARREST	CPR	1	0.05 %	0.03
CHOKING	CHK	1	0.05 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.05 %	0.03
DEAD PERSON	DEAD	1	0.05 %	0.03
DRONE	DRONE	1	0.05 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.05 %	0.03
HARRASSING CALLS	HCALL	1	0.05 %	0.03
LOST/FOUND PET INFO	PET	1	0.05 %	0.03
MISSING PERSON	MP	1	0.05 %	0.03
MVA MAJOR	MVMI	1	0.05 %	0.03
MVA W/ INJURIES	MVI	1	0.05 %	0.03
PANIC ALARM	ALARMP	1	0.05 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.05 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-08-01 through 2024-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SOLICITORS	SOL	1	0.05 %	0.03
WEAPONS COMPL	WC	1	0.05 %	0.03
WELL BEING CHECK MEDICAL	WBCF	1	0.05 %	0.03
TOTAL CALLS:		2,147	100.00%	69.26

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

AUGUST 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	3	8
HAZARDOUS CONDITIONS	6	23	86
VEHICLE FIRES	0	1	1
BOAT FIRES	0	1	0
OTHER FIRES NOT LISTED	0	10	23
VEHICLE CRASHES W/ENGINE RESPONSE	1	8	19
SERVICE CALLS	54	473	507
FIRE ALARMS	28	207	293
CANCELLED EN ROUTE	7	133	209
TOTALS	96	859	1146

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	10	2	39	41	62	51
HOTEL/MOTEL	4	1	27	27	55	47
ASSEMBLY	0	0	1	0	1	2
MERCANTILE	1	0	31	13	39	14
RESTAURANT	5	2	15	7	29	16
BUSINESS	9	1	81	17	110	26
OTHER	32	0	110	0	212	45
CONSTRUCTION	0	0	0	0	39	8
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	4	3	37	24	50	29
TOTALS	65	9	341	129	597	238

PLANS EXAMINATION HOURS: 14 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	44	350	532
BLS CALLS	42	325	576
TOTALS	86	675	1108



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 August 2024

<i>Seth Smith</i> <i>Lloyd Stanley</i>	<i>8/7</i>	<i>Breath Test Operator</i> <i>DSC</i>
<i>Kathryn Gotz</i> <i>Mark Swanson</i>	<i>8/22-23</i>	<i>Grant writing</i> <i>VCSO</i>
<i>Jessica Long</i>	<i>8/12-15</i>	<i>Officer Discipline</i> <i>Ponte Vedra</i>
<i>Jack Ransom</i>	<i>8/12-16</i>	<i>Stress Management</i> <i>Techniques-DSC</i>
<i>Norman Medders</i>	<i>8/19-23</i>	<i>L-964 Situation Unit</i> <i>Leader – EOC</i>
<i>Kathryn Gotz</i> <i>Enrique Rosario</i>	<i>8/20-21</i>	<i>Supervising Patrol</i> <i>Critical Incidents-Titusville</i>
<i>David Reeves</i>	<i>8/27-29</i>	<i>ASP Instructor</i> <i>Okaloosa County SO</i>



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

MONTHLY REPORT FOR AUGUST 2024

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

Replace wiper blades	veh #158
Replace brake pads	veh #158
Replace cooling fan assembly	veh # 159
Replace serpentine belt	veh # 159
Replace master brake cylinder	veh # 94



**CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 24, 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 - August 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – August, 2024

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 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
Hyatt Place	3161 South Atlantic Avenue	8/1	Install seawall and handicap ramp guardrail, pool fence	\$87,536.00	\$568.13
Oceans Eight Condo	2937 South Atlantic Avenue	8/1	Repair and warranty work for windows and doors	\$15,000.00	\$154.75
Club Sea Oats	2539 South Atlantic Avenue	8/6	Replace one sheet of drywall in 24 rooms	\$40,000.00	\$295.20
Towers Ten Condo	3425 South Atlantic Avenue	8/6	Resurface pool and spa, replace equipment	\$143,489.00	\$1,704.71
Towers Ten Condo	3425 South Atlantic Avenue	8/6	Replace pool and spa pumps and broken pipes	\$26,500.00	\$47.80
Shores Club Condo	3815 South Atlantic Avenue	8/6	Replace damaged seawall	\$302,380.00	\$35.31
Daytona Shores Inn & Suites	3221 South Atlantic Avenue	8/6	Replace damaged seawall	\$200,000.00	\$25.28
Shammas Residence	3 Oceans West Boulevard, Unit 6D6	8/6	Remodel kitchen and 2 bathrooms, cabinets, tops	\$113,990.00	\$692.49
Sears Residence	2937 South Atlantic Avenue, Unit 1702	8/6	Replace 3 sliding glass doors	\$23,975.00	\$204.49
Kane Residence	2937 South Atlantic Avenue, Unit 707	8/6	Replace 4 sliding glass doors	\$34,200.00	\$266.51
Sears Residence	2937 South Atlantic Avenue, Unit 2001	8/6	Replace 4 sliding glass doors	\$31,750.00	\$249.62

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
EJB Enterprises LLC	3747 South Atlantic Avenue, Unit 404	8/8	Replace 3 windows and 2 sliding glass doors	\$18,574.00	\$177.58
Sunglow Resort	3647 South Atlantic Avenue	8/8	Replace aluminum fence and rails, install PVC fence	\$13,871.00	\$146.20
Prassas Residence	2515 South Atlantic Avenue, Unit 305	8/9	Replace 1 entry door	\$14,562.00	\$154.75
Pirates Cove	3501 South Atlantic Avenue	8/9	Remove broken stairs, half wall, storm debris	\$15,000.00	\$340.00
White Surf Condo	3555 South Atlantic Avenue	8/9	Repair damaged concrete, replace balcony slabs	\$1,718,840.00	\$5,046.80
St. Croix Condo	3145 South Atlantic Avenue	8/9	Install 385' of 42" tall aluminum railings with gates	\$37,977.00	\$143.40
Oceans Five Condo	2987 South Atlantic Avenue	8/9	Replace parking garage light fixtures, reconnect fire pump	\$20,000.00	\$69.25
Foshee Residence	3051 South Atlantic Avenue, Unit 206	8/9	Repair drywall in kitchen, reinstall cabinets	\$13,000.00	\$137.65
Kimelman Residence	3797 South Atlantic Avenue, Unit 301	8/9	Replace kitchen cabinets, build closet	\$34,000.00	\$261.07
Hawaiian Inn	2301 South Atlantic Avenue	8/12	Change out 2 exterior doors on southside of building	\$12,000.00	\$129.10
Carmichael Residence	2815 South Atlantic Avenue	8/14	Replace lighting fixtures, update outlets, switches	\$15,000.00	\$47.50
St. Croix Condo	3145 South Atlantic Avenue	8/14	Install 6 helical piers for foundation repairs	\$22,266.00	\$199.11
Battle Residence	3003 South Atlantic Avenue, Unit 7B4	8/14	Unit remodel, new kitchen, bathroom, windows, doors	\$160,407.00	\$880.19
Marbella Condo	3343 South Atlantic Avenue	8/14	Install guard rails	\$46,835.00	\$334.98
Cave Residence	3311 South Atlantic Avenue, Unit 802	8/15	Change out 3 ton heat pump system	\$10,636.00	\$110.50
Dennaoui Residence	3047 South Atlantic Avenue, Unit 1502	8/16	Kitchen and bath remodel, cabinets, tops, vanities	\$20,000.00	\$182.96
Doty Residence	3601 South Atlantic Avenue, Unit 104	8/16	Kitchen remodel, new cabinets and tops	\$35,755.00	\$272.37
Ocean Vistas Condo	1925 South Atlantic Avenue	8/21	Replace parking garage grille	\$22,310.00	\$199.11
St Croix Condo	3145 South Atlantic Avenue	8/22	Install low wall in south landscape to secure fence	\$21,527.00	\$193.73
Kile Residence	2545 South Atlantic Avenue, Unit 2201	8/23	Change out (2) 2.5 ton HVAC systems	\$14,990.00	\$136.90
Branam Residence	2625 South Atlantic Avenue, Unit 24SE	8/23	Kitchen and bathroom remodel	\$17,500.00	\$172.20
Wendt Residence	3601 South Atlantic Avenue, Unit 109	8/26	Tub to shower conversion	\$17,000.00	\$69.25
Carmichael Residence	2815 South Atlantic Avenue	8/29	Remodel kitchen	\$150,000.00	\$836.40
Schlough Residence	3703 South Atlantic Avenue, Unit 303	8/29	Change out 3 ton HVAC system	\$12,493.00	\$123.70
Stackrow Residence	2555 South Atlantic Avenue, Unit 803	8/29	Change out 3.5 ton HVAC system	\$11,745.00	\$117.10

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Kesler Residence	3737 South Atlantic Avenue, Unit 402	8/30	Replace 1 window and 2 sliding glass doors	\$29,885.00	\$238.28
Garcia Residence	204 Florida Shores Boulevard	8/30	Replace 5 windows and 1 sliding glass door	\$11,000.00	\$120.55
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,535,993.00	\$15,084.82

Building Division Revenue by Permit Category:

PERMIT TYPE	AUGUST 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	AUGUST 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
BUILDING	\$18,729.90	\$204,391.19	\$15,815.11	\$246,316.35
ROOF	\$238.13	\$29,075.13	\$3,173.97	\$38,340.91
DEMOLITION	\$340.00	\$680.00	\$0.00	\$665.00
ELECTRICAL	\$1,605.48	\$26,438.77	\$2,464.34	\$25,353.73
MECHANICAL	\$4,629.70	\$46,817.02	\$2,721.66	\$30,430.12
PLUMBING	\$3,306.25	\$47,160.76	\$2,281.84	\$30,259.93
SIGN	\$491.25	\$3,776.62	\$337.00	\$3,942.18
POLITICAL SIGN BONDS	\$440.00	\$1,100.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$261.00	\$2,730.62	\$33.00	\$2,100.03
DEVELOPMENT FEES	\$25.00	\$19,550.84	\$6,965.00	\$22,189.82
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$30,066.71	\$381,720.95	\$33,791.92	\$399,598.07

Building Division Activities:

ACTIVITY	AUGUST 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	AUGUST 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
INSPECTIONS	{7} + [322] = 329	3517	257	2,970
FINAL CERTIFICATES OF OCCUPANCY ISSUED	1	4	0	2
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0

FINAL INSPECTIONS	{7} + [211] = 218	2314	204	1,674
FAILED INSPECTIONS	{3} + [38] = 41	464	16	171

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: \$51,708,245.00

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 - AUGUST 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: Reset the AC unit.
- Other: Continued assisting Parks and Streets division with cleaning, sanding and repainting light fixtures and bollards on Oceans West Boulevard.
- Public Safety: Assisted with install of the AC unit in the fleet building, painted several offices and hallways, hung a TV, repeatedly reset the AC until the repair contractor could fix it, repaired doors and closers not working.
- Public Works: Fixed the water cooler, tried to fix the ice machine but ended up having to replace it.

PARKS / STREETS DIVISION:

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

currently down two Maintenance Worker positions. The new electrician started mid-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, checking and repairing beach walkovers 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:

- Replaced Pedestrian signs to more neon signs along SR A1A
- Repaired the water fountain at the pickleball courts
- Repaired irrigation around the gazebo at McElroy Park.
- Picked up sand for sandbags and cleaned up after the storm passed
- Cleaned debris from the storm city wide
- Continued repairs and replacement of playground area at McElroy Park
- Repaired the handrail on 2901 SR A1A walkover
- Continued grinding down trip hazard concrete city wide
- Painted the Rendon Park bathroom columns
- Fixed a shower leak at Fornari Park
- Replaced the deadbolt at the men's bathroom at the Pavilion
- Spent numerous days preparing Peck Park for its reopening

Electrician:

- Electrical Locates: shadowed supervisor to learn this duty

- Immediately started working on lights that were out along SR A1A
- Installed breakaways in preparation for new decorative pole installations on SR A1A
- Installed new decorative heads and lamps down SR A1A
- Replaced fuses on both types of poles on SR A1A
- Wired a new pump installed at Station 5
- Worked on getting the pickleball lights fixed by the installer
- Repaired the rope lights at the pavilion
- Worked on wiring the new AC at the fleet building

SEWER DIVISION:

This division typically has four positions. Currently only three positions are filled.

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 – 57
- Electrical locates - 12
- Sewer credit meter read - 0
- Fixed the vacuum assembly on the bypass pump at the master station
- Fixed a broken clean out at 2715 SR A1A
- Checked sewer availability at 2850 SR A1A, 110 Simpson, 3215 La Paloma and 3040 Peninsula



CITY COMMISSION AGENDA MEMORANDUM SEPTEMBER 24, 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: Ordinance 2024-21: Micro Wireless Facilities In Rights-Of-Way

SYNOPSIS:

Ordinance 2024-21, if adopted, would amend Chapter 8, Article II of the Daytona Beach Shores Code of Ordinances to prohibit the collocation or attachment of small wireless facilities or micro-wireless facilities on a utility pole, unless otherwise permitted by federal law, or erect a wireless support structure in the city's rights-of-way. This prohibition would mirror Section 337.401(7), Florida Statutes, which does not authorize the collocation or attachment of small wireless facilities or micro wireless facilities on a utility pole, unless otherwise permitted by federal law, or erect a wireless support structure in the right-of-way located within a municipality that: (1) Is located on a coastal barrier island as defined in s. 161.053(1)(b)3.; (2) Has a land area of less than 5 square miles; (3) Has fewer than 10,000 residents; and (4) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution; and

The City of Daytona Beach Shores satisfies the aforementioned conditions, and it is the general policy of the City of Daytona Beach Shores to require underground installation of electric, telephone, television cable, and similar utilities to the greatest extent feasible, to assure public safety, foster tree preservation, and protect the general aesthetic character of the city. Considering the aforementioned along with the 30 million dollar investment made by the City residents and taxpayers, and considering that micro-wireless facilities would detract from this investment, staff is proposing the adoption of Ordinance 2024-21, which would prohibit the installation of these facilities as noted above.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2024-21 as presented."

OR

2. "I move to approve Ordinance 2024-21 with the following amendments..."

OR

3. "I move to deny Ordinance 2024-21 on the basis of the following..."

ATTACHMENT:

1. Ord 2024-21-Micro Wireless Facilities in ROW
2. 2006 Streetscape-Underground Utility Bond Referendum Results

ORDINANCE 2024-21

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA AMENDING THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 8, ARTICLE II ENTITLED “COMMUNICATIONS RIGHTS OF WAY”; PROVIDING DEFINITIONS; PROHIBITING THE COLOCATION OF SMALL WIRELESS FACILITIES OR MICRO WIRELESS FACILITIES ON UTILITY POLES; PROHIBITING THE INSTALLATION OF WIRELESS SUPPORT STRUCTURES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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, Section 337.401(7) does not authorize the collocation or attachment of small wireless facilities or micro wireless facilities on a utility pole, unless otherwise permitted by federal law, or erect a wireless support structure in the right-of-way located within a municipality that: (1) Is located on a coastal barrier island as defined in s. 161.053(1)(b)3.; (2) Has a land area of less than 5 square miles; (3) Has fewer than 10,000 residents; and (4) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution; and

WHEREAS, the City of Daytona Beach Shores is a municipality that (1) Is located on a coastal barrier island as defined in s. 161.053(1)(b)3.; (2) Has a land area of less than 5 square miles; (3) Has fewer than 10,000 residents; and (4) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution; and

WHEREAS, the general policy of the City of Daytona Beach Shores is to require underground installation of electric, telephone, television cable, and similar utilities to the greatest extent feasible, to assure public safety, foster tree preservation, and protect the general aesthetic character of the city; and

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 ~~striketrough~~ 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 as 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. Chapter 8, Article II of the City of Daytona Beach Shores Code of Ordinances, "Communications Rights -of-Way" is amended to read as follows:

Sec. 8-28. Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

Abandonment shall mean the permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way.

City shall mean Daytona Beach Shores, Florida.

Collocate or collocation shall mean to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term shall not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

Communications services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or

other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Notwithstanding the foregoing, for purposes of this article, "cable service", as defined in Section 202.11(2), Florida Statutes (2000), as it may be amended, is not included in the definition of "communications services", and cable service providers may be subject to other ordinances of the city.

Communications services provider shall mean any person, including a municipality or county, providing communications services through the placement or maintenance of a communications facility in public rights-of-way. "Communications services provider" shall also include any person including a municipality or county that places or maintains a communications facility in public rights-of-way but does not provide communications services.

Communications facility or facility or system shall mean any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

FCC shall mean the Federal Communications Commission.

In public rights-of-way or in the public rights-of-way shall mean in, on, over, under or across the public rights-of-way.

Micro wireless facility shall mean a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Ordinance shall mean this article.

Person shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the City of Daytona Beach Shores only to the extent the city acts as a communications services provider.

Place or maintain or placement or maintenance or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A person providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "placing or maintaining" facilities in the public rights-of-way.

Public rights-of-way shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel or alley for which the city is the authority that has jurisdiction and control and may lawfully grant access to pursuant to applicable law, and

includes the surface, the air space over the surface and the area below the surface. "Public rights-of-way" shall not include private property. "Public rights-of-way" shall not include any real or personal city property except as described above and shall not include city buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant shall mean a communications services provider that has registered with the city in accordance with the provisions of this article.

Registration or *register* shall mean the process described in this article whereby a communications services provider provides certain information to the city.

Small wireless facility shall mean a wireless facility that meets the following qualifications: (a) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and (b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Utility pole shall mean a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

Wireless facility means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include: (a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated; (b) Wireline backhaul facilities; or (c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than 5 feet in height.

Sec. 8-31. Placement or maintenance of a communications facility in public rights-of-way.

- (a) A registrant shall at all times comply with and abide by all applicable provisions of the state and federal law and city ordinances, codes and regulations in placing or maintaining a communications facility in public rights-of-way.

- (t) A wireless facility that is a portion of a communication facility, such as an antenna ("wireless facility(ies)"), which is attached to a legally maintained vertical structure in the public rights-of-way, such as a light pole or utility pole ("vertical structure(s)"), shall be subject to the following criteria:
 - (1) Wireless facilities may not extend more than 20 feet above the highest point of the vertical structure;
 - (2) Wireless facilities that are attached to a vertical structure located in public rights-of-way that is 15 feet or less in width and is located adjacent to real property used as a single family residence shall be flush mounted to the vertical structure;
 - (3) Wireless facilities shall not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation or law;
 - (4) Such wireless facilities shall comply with any applicable Federal Communications Commission emissions standards;
 - (5) The design, construction, and installation of such wireless facilities shall comply with any applicable local building codes;
 - (6) No commercial advertising shall be allowed on such wireless facilities; ~~and~~
 - (7) Any accessory equipment and related housing in the public rights-of-way that are used in conjunction with such a wireless facility shall comply with any applicable local rules, regulations, ordinances, or laws governing the placement and design of such equipment; and
 - (8) Installation of the wireless facilities must not violate section 8-33(v) of this article.
- (u) Vertical structures, such as towers, whose sole purpose is to serve as a mounting device for antennae, are expressly prohibited from being placed in the public rights-of-way unless applicable zoning and land use laws or regulations allow such structures to be placed within the zoning district in which such public rights-of-way are located or to which they are adjacent.
- (v) Pursuant to Section 337.401(7)(p), Florida Statutes, no person shall collocate or attach small wireless facilities or micro wireless facilities on a utility pole, unless otherwise permitted by federal law, or erect a wireless support structure in the right-of-way

located within the boundaries of the City of Daytona Beach Shores. This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such collocation or construction shall be only as provided by the city's underground utilities ordinance.

SECTION THREE: 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, and Six shall not be codified.

SECTION FOUR: CONFLICTS.

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

SECTION FIVE: 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 SIX: EFFECTIVE DATE.

This Ordinance shall become effective upon its adoption.

SIGNATURE PAGE FOLLOWS

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

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

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

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

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



Ann McFall
Supervisor of Elections
County of Volusia

November 20, 2006

MEMO TO: Volusia County Manager
Director, Vol. Co. Soil & Water Dist.
Affected City Clerks

FROM: Ann McFall, Supervisor of Elections *Ann McFall*

SUBJECT: November 7, 2006 General Election

Enclosed you will find the official results of the General Election held on November 7, 2006. These final results were submitted to the State Division of Elections on Friday, November 17, 2006. You should be able to go to www.volusia.org/elections to receive a precinct by precinct breakdown.

Please feel free to call if you have any questions.

Historic Courthouse
125 West New York Avenue, DeLand, FL 32720-5415
(386) 736-5930 • (386) 254-4690 • (386) 423-3311 • FAX (386) 822-5715
www.volusia.org/elections

If your signature has changed, please update your signature by completing a new Florida voter registration application.
It is important to keep your signature updated, so that absentee ballots and/or petition signatures can be counted.

**** Official ****

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA

Volusia County

We, the undersigned, David Beck, County Judge, Ann McFall, Supervisor of Elections, and Frank Bruno, Chairman of the Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 17th day of November, A.D., 2006, and proceeded publicly to canvass the votes given for Proposed Amendments to the Constitution of the State of Florida and local referendums on the 7th day of November, A.D., 2006 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

City of Daytona Beach Shores

Bond Referendum

General Obligation Bonds

Streetscape/Underground Utility Improvements

Shall the City of Daytona Beach Shores, Florida issue bonds in one or more series not exceeding in the aggregate \$30,000,000, bearing interest rates not exceeding the maximum legal rate, maturing within 15 years from issuance of each series, pledging the City's full faith and credit and ad valorem tax revenues to finance or refinance the acquisition, construction and improvement of streetscape projects including the incremental cost of constructing underground utilities?

YES 1079 votes

NO 820 votes



CITY COMMISSION AGENDA MEMORANDUM SEPTEMBER 24, 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 2024-15: Authorization To Submit A Loan Application To The Clean Water State Revolving Fund Program With 100% Principal Forgiveness For Sanitary Sewer Resiliency Upgrades

SYNOPSIS:

On June 11, 2024 the City Commission adopted Resolution 2024-06, which authorized the City of Daytona Beach Shores to apply for a loan from the Florida Department of Environmental Protection's Clean Water State Revolving Fund Program in the amount of \$14,550,000 to finance needed resiliency upgrades to the sewage collection system including, but not limited to, the retrofitting of all City owned lift stations to submersible designs and the upgrade or replacement of electrical and control systems. **This loan will be one hundred percent principal forgiveness. There will be no revenue pledged for the repayment of this loan.** Shortly after approval of Resolution 2024-06, the City submitted the application in question. During that time, the project number contained in the resolution changed. Therefore, the Florida Department of Environmental Protection (FDEP) has requested the City adopt a new resolution with the correct project number. Resolution 2024-15 now contains the corrected project number approved by the FDEP.

FISCAL IMPACT STATEMENT:

No current budgetary impact. This will be included in FY 24-25 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A Daytona Beach Shores City Commissioner may move as follows:

"I move to approve Resolution 2024-15 as presented."

- ATTACHMENT:**
1. Res. 2024-15-DBS Authorizing Resolution
 2. Opinion Letter-Sewer Loan SRFM
 3. Loan Agreement--City of Daytona Beach Shores - WW641310
 4. DBS State Revolving Fund Point Source Loan Application-signed-6-12-24

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the sewage collection system resiliency upgrades; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. WW641310 as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

WHEREAS, the City of Daytona Beach Shores, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing.

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

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 apply for a loan from the FDEP's CWSRF in the amount of \$14,550,000 to finance the resiliency upgrades to the sewage collection system including, but not limited to, the retrofitting of all City owned lift stations to submersible designs and the upgrade or replacement of electrical and control systems.
3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.
4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.
5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's

responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

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 invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately 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.



May 20, 2024

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: 82702 – City of Daytona Beach Shores
Sewage Collection System Resiliency Upgrades

Dear Ms. Knecht:

I am the duly appointed City Attorney for the City of Daytona Beach Shores. The City proposes to borrow \$14,550,000 from the Clean Water State Revolving Fund, Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to retrofit all city owned lift stations to submersible designs and upgrade or replace electrical control systems to avoid potential for flood or wind damage. Since the principal will be completely forgiven, there is no need to pledge any revenues for repayment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gretchen R. H. Vose', with a stylized flourish at the end.

Gretchen R. H. Vose
City Attorney
City of Daytona Beach Shores

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF DAYTONA BEACH SHORES, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
WW641310**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN
AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
ARTICLE I - DEFINITIONS	1
1.01. WORDS AND TERMS.	1
1.02. CORRELATIVE WORDS.	3
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	3
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	3
2.02. LEGAL AUTHORIZATION.	4
2.03. AUDIT AND MONITORING REQUIREMENTS.	4
ARTICLE III – RESERVED.	7
ARTICLE IV - PROJECT INFORMATION	7
4.01. PROJECT CHANGES.	7
4.02. TITLE TO PROJECT SITE.	7
4.03. PERMITS AND APPROVALS.	7
4.04. ENGINEERING SERVICES.	8
4.05. PROHIBITION AGAINST ENCUMBRANCES.	8
4.06. COMPLETION MONEYS.	8
4.07. CLOSE-OUT.	8
4.08. DISBURSEMENTS.	8
ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM	9
5.01. RESERVED.	9
5.02. NO FREE SERVICE.	9
5.03. RESERVED.	9
5.04. NO COMPETING SERVICE.	9
5.05. MAINTENANCE OF THE UTILITY SYSTEM.	9
5.06. ADDITIONS AND MODIFICATIONS.	9
5.07. COLLECTION OF REVENUES.	10
ARTICLE VI - DEFAULTS AND REMEDIES	10
6.01. EVENTS OF DEFAULT.	10
6.02. REMEDIES.	11
6.03. DELAY AND WAIVER.	11
ARTICLE VII – RESERVED.	12
ARTICLE VIII - GENERAL PROVISIONS	12
8.01. RESERVED.	12
8.02. PROJECT RECORDS AND STATEMENTS.	12
8.03. ACCESS TO PROJECT SITE.	12
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.	12
8.05. AMENDMENT OF AGREEMENT.	12

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN
AGREEMENT

CONTENTS	PAGE
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.	12
8.07. SEVERABILITY CLAUSE.	13
8.08. SIGNAGE.	13
8.09. DAVIS-BACON ACT REQUIREMENT.	13
8.10. AMERICAN IRON AND STEEL REQUIREMENT.	14
8.11. RESERVED.	14
8.12. FISCAL SUSTAINABILITY PLAN.	14
8.13. PUBLIC RECORDS ACCESS.	15
8.14. SCRUTINIZED COMPANIES.	15
8.15. SUSPENSION.	16
8.16. CIVIL RIGHTS.	17
8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.	17
ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE	17
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.	17
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.	18
9.03. INSURANCE REQUIRED.	18
ARTICLE X - DETAILS OF FINANCING	19
10.01. PRINCIPAL AMOUNT OF LOAN.	19
10.02. RESERVED.	19
10.03. RESERVED.	19
10.04. RESERVED.	19
10.05. RESERVED.	19
10.06. PROJECT COSTS.	19
10.07. SCHEDULE.	19
10.08. SPECIAL CONDITION.	20
ARTICLE XI - EXECUTION OF AGREEMENT	21

**CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
WW641310**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF DAYTONA BEACH SHORES, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.

(2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Fiscal Sustainability Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(9) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design and construction loan financial assistance.

(12) “Local Governmental Entity” means a county, municipality, or special district.

(13) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) “Planning Activities” shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(15) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian wastewater project.

(17) “Sewer System” shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) “Utility System” shall mean all devices and facilities of the Sewer System owned by the Local Government.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
ST-03D10924-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$14,550,000	140131

(2) Audits.

(a) In the event that the Local Government expends \$750,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Local Government expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

- (ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

- (iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred planning, design, and construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the planning, design, or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if the Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to the Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or

hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.
- (2) By action or suit in equity, require the Local Government to account for all moneys received from the Department.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement

shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII – RESERVED.

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if

the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan, that includes the following: An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be

implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local

Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products, manufactured products and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$14,550,000. Of that, the estimated amount of Principal Forgiveness is \$14,550,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning Activities	0
Design Activities	0
Construction and Demolition	13,800,000
Technical Services After Bid Opening	750,000
SUBTOTAL (Disbursable Amount)	14,550,000
Less Principal Forgiveness	(14,550,000)
TOTAL (Loan Amount)	0

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for August 15, 2028.

10.08. SPECIAL CONDITION.

Prior to execution of this Agreement, a certified copy of the Resolution, which authorizes the application and designates an Authorized Representative for signing the application and executing the Loan Agreement must be submitted.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW641310 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF DAYTONA BEACH SHORES

Mayor

Attest:

I attest to the opinion expressed in Section
2.02, entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN
PROGRAM for
Point Source Water Pollution Control**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	08/2026
(1) SUBMITTAL.....	1
(2) COMPLETING THE APPLICATION.....	1
(3) ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR.....	1
(2) AUTHORIZED REPRESENTATIVE.....	1
(3) PRIMARY CONTACT	1
(4) ADDITIONAL CONTACTS.....	1
(5) PROJECT NUMBER.....	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	2
(3) COST	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	3
(3) COST	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT.....	3
(4) INFORMATION ON LIENS	3
(5) ACTUAL AND PROJECTED REVENUES.....	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE.....	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION.....	4
(2) ASSURANCES	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE.....	9
LIST OF ATTACHMENTS.....	10

LOAN APPLICATION

- (1) **SUBMITTAL.** Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) **COMPLETING THE APPLICATION.**
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) **ASSISTANCE.** Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) **PROJECT SPONSOR** City of Daytona Beach Shores
Federal Employer Identification Number 59-6044103
DUNS Number Z4MVCMLG2G63
- (2) **AUTHORIZED REPRESENTATIVE** (person authorized to sign or attest loan documents).
Name Kurt Swartzlander Title City Manager
Telephone 386.763.5373 FAX _____ Email kswartzlander@cityofdb.org
Mailing Address 2990 S. Atlantic Avenue Daytona Beach Shores, FL 32118
- (3) **PRIMARY CONTACT** (person to answer questions regarding this application).
Name Stewart Cruz Title Community Services Director
Telephone 386.763.5366 FAX _____ Email scrutz@cityofdb.org
Employer City of Daytona Beach Shores
Mailing Address 2990 S. Atlantic Avenue Daytona Beach Shores, FL 32118
- (4) **ADDITIONAL CONTACTS.** If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* n/a).
Name Sheryl Parsons Title Funding Practice Leader
Telephone 608.443.0404 FAX _____ Email sheryl.parsons@meadhunt.com
Employer Mead & Hunt
Mailing Address 4401 Eastport Parkway, Port Orange, FL 32127
- (5) **PROJECT NUMBER** (listed on the Department's priority list). 82702
- (6) **INTERIM FINANCING.** A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #* 1)

- (1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #* 2) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If "No", please explain. (*Attachment #* n/a)
- (2) **SCHEDULE.**
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|----------------|
| Planning documentation | <u>03/2024</u> |
| Engineering work | <u>01/2025</u> |
| Certification of site availability | <u>02/2025</u> |
| Permit | <u>02/2025</u> |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment #* n/a) ☐ Yes ☒ No
- (c) Is this a design/build project? ☒ Yes ☐ No
- (3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current? ☒ Yes ☐ No
If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #* n/a) Note that the disburseable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) **ACTIVITIES.**
- (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #* 3).
Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No
If "No", please explain. (*Attachment #* n/a)
- (b) Have any of the contracts been bid? ☐ Yes ☐ No
If "Yes", indicate which contracts have been bid. (*Attachment #* n/a)
- (c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☒ No
If "Yes", give the SRF loan number. _____
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No
If "Yes", attach a copy of the interlocal agreement. (*Attachment #* n/a)
Is the interlocal agreement fully executed and enforceable? ☐ Yes ☒ No
If "No", please explain (*Attachment #* n/a).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 03/2025
- (b) Anticipated completion of all construction contracts. 08/2026
- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No
- If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # n/a) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 14,550,000
- Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under PART II of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.
- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.
- What is the useful life of the project? 40 (years)
- Over how many years would you like to amortize the loan? n/a (years)
- (b) List all revenues that are to be pledged for repayment of this loan. n/a (100% Principal Forgiveness)
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.
- What coverage is proposed for the loan? n/a % (coverage percentage)
- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No
- If "Yes", please list. (Attachment # n/a)
- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.
- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # n/a) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment # n/a*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment # n/a*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment # 4*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment # 5*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(c), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this 12 Day of June, 20 24
Authorized Representative  Kurt Swartzlander
(signature) (name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	The City of Daytona Beach Shores has no outstanding debt.		
Coverage	_____ %	_____ %	_____ %
Insured?	_____ Yes _____ No	_____ Yes _____ No	_____ Yes _____ No

Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2011	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2014	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2015	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2016	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2017	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2018	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2019	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2023	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2024	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2025	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2026	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2028	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2029	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2030	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2031	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2032	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2033	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2034	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2035	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2036	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2037	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2022</u>	<u>FY 2023</u>
(a) Operating Revenues (Source)		
Charges for Sewer	\$3,636,242	\$3,426,861
(b) Interest Income	\$3,067	\$338,612
(c) Other Income or Revenue (Identify)		
(d) Total Revenues	\$3,636,309	\$3,765,473
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$2,554,896	\$2,487,500
(f) Net Revenues [(f) = (d) – (e)]	\$1,084,413	\$1,277,973
(g) Debt Service (including any required coverage)	\$0	\$0
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment # <u>6,7</u>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # <u>8</u>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment # <u>n/a</u>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment # n/a*)

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
(a) Operating Revenue	<u>\$4,301,800</u>	<u>\$4,430,851</u>	<u>\$4,563,774</u>	<u>\$4,700,684</u>	<u>\$4,841,701</u>
(b) Interest Income	<u>\$215,000</u>	<u>\$15,000</u>	<u>\$15,000</u>	<u>\$15,000</u>	<u>\$15,000</u>
(c) Other Income or Revenue (identify)					
(d) Total Revenues	<u>\$4,516,800</u>	<u>\$4,445,851</u>	<u>\$4,578,774</u>	<u>\$4,715,684</u>	<u>\$4,856,701</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$3,640,600</u>	<u>\$3,749,818</u>	<u>\$3,862,313</u>	<u>\$3,978,182</u>	<u>\$4,097,527</u>
(f) Net Revenues (f = d - e)	<u>\$876,200</u>	<u>\$696,033</u>	<u>\$716,461</u>	<u>\$737,502</u>	<u>\$759,174</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
(i) Revenue Available for this SRF Loan [(i) = (f) - (g) - (h)]	<u>\$876,200</u>	<u>\$696,033</u>	<u>\$716,461</u>	<u>\$737,502</u>	<u>\$759,174</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment # <u>11</u></i>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				☒ Yes	☐ No

If "No", please explain. (*Attachment # n/a*)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]



**CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 24, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Kurt Swartzlander, City Manager
SUBJECT: Res. 2024-16 Dune Restoration Resolution to Volusia County

SYNOPSIS:

At the prior City Commission meeting a discussion was held regarding the County of Volusia's dune restoration requirements pertaining to repair, replacement or installation of seawalls along the ocean front properties. The city Commission directed that a resolution be crafted to be voted upon and sent to the County of Volusia.

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the city.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the attached resolution

SUGGESTED MOTION:

Motion to approve resolution 2024-14

ATTACHMENT: 1. Res 2024-16 Dune Restoration with Volusia County

Resolution No. 2024-16

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, REGARDING RECOVERY EFFORTS FOLLOWING HURRICANES IAN AND NICOLE; REQUESTING EXEMPTIONS FROM DUNE RESTORATION REQUIREMENTS FOR DAMAGED PROPERTIES WITH APPROVED ARMORING PERMITS; AND REQUESTING REFUNDS FOR DUNE RESTORATION PAYMENTS MADE BY SUCH PROPERTIES.

WHEREAS, Hurricane Ian made landfall on September 28, 2022, as a Category 4 hurricane, causing extensive damage and erosion, particularly in Volusia and Flagler counties; and

WHEREAS, Hurricane Nicole followed on November 10, 2022, as a Category 1 hurricane, further exacerbating the damage caused by Hurricane Ian; and

WHEREAS, 127 out of 165 coastal properties in the City of Daytona Beach Shores sustained damage from the aforementioned hurricanes; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) issued multiple emergency final orders to expedite response and recovery efforts, including:

- Emergency Final Orders for Coastal Armoring to safeguard homes and structures in vulnerable areas, including properties not previously eligible for coastal armoring; and
- Emergency Orders for Procurement and Repairs to streamline the process for essential repairs and replacements; and

WHEREAS, these emergency orders were amended several times to adapt to the evolving recovery situation and ensure effective response; and

WHEREAS, Volusia County played a pivotal role in coordinating the allowance of and oversight of construction activities on the beach during turtle nesting season, in cooperation with various governmental agencies, including the Office of the Governor, FDEP, Florida Fish and Wildlife Conservation Commission (FWC), and US Fish and Wildlife; and

WHEREAS, the governmental entities overseeing both regulation and construction made major exceptions to the established practices and procedures used during non-storm related construction or repair of armoring; and

WHEREAS, the County of Volusia has included in its code ordinances Chapter 50, Article III, Division 9, Beaches and Dunes (Countywide Minimum Environmental Standards) and Chapter 72, Article III, Division 15, Environmental Standards for Beach and Dune Protection; and

WHEREAS, it is the purpose of this regulation to provide certain standards that promote restoration and preservation of the vital beach and dune system along the Atlantic coast of Volusia County, Florida. The intent is to regulate coastal construction activities that affect the

beach and dune system and that may degrade its natural processes and functions. All such standards shall meet or be more restrictive than the Florida Department of Environmental Protection (FDEP) standards; and

WHEREAS, the requirement to provide for a dune and planting after completion of construction of coastal armoring is found in Section 72-1056(a)(3) which reads as follows:

“All new and reconstructed armoring structures must be buried with an artificial dune at least four feet above the existing grade, at a slope no greater than three to one, and planted with the appropriate native coastal vegetation”, and

WHEREAS, there are provisions in Section 72-1056(a)(6) to allow for payment in lieu of installing the dune and vegetation; and

WHEREAS, the City of Daytona Beach Shores fully supports the efforts of the County of Volusia towards both beach and dune restoration; and

WHEREAS, the City of Daytona Beach Shores seeks to support property owners in their recovery efforts by requesting exemptions and refunds related to dune restoration requirements;

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

The City of Daytona Beach Shores requests the following exemptions from the requirements of applicable County of Volusia code of ordinances:

SECTION 1. FINDINGS.

1. The City of Daytona Beach Shores requests that any property damaged by Hurricane Ian or Hurricane Nicole (or both) which has an approved FDEP permit for armoring installation, repair, or replacement be exempted from the county code of ordinances implementing the dune restoration requirements contained in Chapter 50 and 72 of the County of Volusia Code of Ordinances.
2. The City of Daytona Beach Shores further requests that any property meeting the above requirement, which has already made payments into the dune restoration fund for the same storms, be refunded all payments related to Hurricane Ian and Hurricane Nicole dune restoration requirements contained in Chapter 50 and 72 of the County of Volusia Code of Ordinances.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately 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 COMMISSION AGENDA MEMORANDUM SEPTEMBER 24, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Becky Vose, City Attorney

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to file lawsuit against Volusia Towing for Breach of Contract

SYNOPSIS:

Filing a lawsuit against Volusia County Towing for Breach of Contract

FISCAL IMPACT STATEMENT:

BACKGROUND:

On March 15, 2023, the City of Daytona Beach Shores entered into an Agreement with Volusia County Towing for towing and storage services as needed by the City at an agreed-upon rate of \$131.75 per tow, payable by Volusia County Towing to the City on the first day of every month for the prior month's tows, for as long as the Agreement is in effect. Although, the original term of the Agreement expired on March 31, 2024, the parties extended the Agreement until March 31, 2025, as allowable under the terms of the Agreement.

Since the extension of the Agreement, Volusia County Towing has engaged in conduct that rises to the level of a material breach of the parties' Agreement. Specifically, Volusia County Towing habitually failed to make timely payments as required by the Agreement and also failed to pay to the City for the tows completed in March, April, and May 2024.

In an effort to mitigate the damages and pursuant to the terms of the Agreement, the City notified Volusia County Towing of their breach by sending a Warning Notice on May 14, 2024, requesting payment of the full outstanding balance to the City within 7 days of the notice. Volusia County Towing failed to remediate their breach and did not make the requested outstanding payment to the City, prompting the City to send a Termination Letter to Volusia County Towing.

The Letter of Termination was provided to Volusia County Towing on May 29, 2024, informing them of the City's intent to terminate the Agreement as provided under the terms of the Agreement. Even after Volusia County Towing received the Termination Letter from the City, they failed to resolve their balance with the City, demonstrating their refusal to honor the terms of the Agreement. The City moved forward with the termination of the Agreement.

On June 11, 2024, the City Commission held a hearing on Termination of Contract with Volusia County Towing. Volusia County Towing was provided with adequate prior notice of said hearing and was encouraged to make an appearance. The hearing was also advertised in a local newspaper. Volusia County Towing also received notice of the hearing by e-mail. Despite City's extensive noticing efforts, Volusia County Towing failed to speak at the the hearing. The City Commission moved to terminate the Agreement, and the motion was unanimously approved.

On June 28, 2024, the City sent a letter and all outstanding invoices to Volusia County Towing, informing Volusia County Towing that the payment thereof was due upon receipt of the letter. The letter was signed by the receiver but the City never received a response or payment from Volusia County Towing.

On August 20, 2024, City Attorneys attempted to resolve the matter with Volusia County Towing, asking whether Volusia County Towing intends on paying the amounts it owes to the City. In response, Volusia County Towing stated to City Attorneys that the City owes money to Volusia County Towing, and that the City also has a vehicle on hold at Volusia County Towing's facility. City Attorneys confirmed with the City Finance Director that City does not currently owe any funds to Volusia County Towing or have any vehicles on hold at Volusia County Towing's facility.

As of September 5, 2024, Volusia County Towing has still not rectified its balance with the City and currently owes \$5,533.50 for the months of March 2024 through the beginning of June 2024. City Attorneys are preparing to file a lawsuit against Volusia County Towing for breach of contract to recover the amounts owed.

LEGAL REVIEW:

The City should consider filing a lawsuit against Volusia County Towing for breach of contract to recover the amounts owed to the City.

RECOMMENDATION:

SUGGESTED MOTION:

"I move to approve/not approve the filing of a lawsuit against Volusia County Towing for breach of contract"

- ATTACHMENT:**
1. June 11, 2024 Meeting Minutes
 2. 1st Extension to the Agreement
 3. June 28, 2024 Correspondence
 4. Wrecker Service Agreement
 5. Email from Volusia County Towing, dated August 21, 2024
 6. Email from City Finance Director, dated August 23, 2024

MINUTES
CITY COMMISSION MEETING
June 11, 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 **Excused:** Commissioner Stephan Dembinsky.

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety SGT. Bill Frank.

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 May 28, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of May 28, 2024.

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

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

7. CONSENT AGENDA:

A. Amendment No. 2 To Interlocal Agreement For Fueling Services

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Approve the con

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

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

8. OLD BUSINESS:

- A. Ordinance 2024-19: Development Agreement Application 12024010 By Daytona Ocean Investment Corp & Hotel Motel, LLC. Address: 2601-2613 S. Atlantic Avenue

Attorney Vose read the ordinance by title. Community Services Director Stewart Cruz explained there was a minor change from the first reading. The developer voluntarily stated he would contribute \$30,000 to the dune walkover maintenance fund. All due public notice had been given and staff recommended approval. Audience member Elaine Shizkowski spoke against the project, stating she was upset about losing her view and privacy. Mayor Miller stated that she and the City Manager attended a meeting that morning at the Sherwin. After speaking with the residents, they were agreeable to the project. Sgt. Frank explained that there had been recent incidents at the existing hotel that involved drugs, burglary, theft and arson. It has become an area of concern for the Public Safety Department. Attorney Glenn Storch spoke for the developer. He explained the project would be an upscale hotel that was consistent with the city's comprehensive plan.

COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2024-19 on second reading.

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

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

9. NEW BUSINESS:

- A. Resolution 2024-06: Authorization To Submit A Loan Application To The Clean Water State Revolving Fund Program With 100% Principal Forgiveness For Sanitary Sewer Resiliency Upgrades

Attorney Vose read the resolution by title. Director Cruz stated that the city's sewer collection system was in need of resiliency and upgrades. If approved, the city will submit the loan application in the amount of \$14,550,000 to retrofit the lift stations and upgrade or replace the electrical and control systems. Even though this is called a loan, it does not need to be repaid.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2024-06: Authorization To Submit A Loan Application To The Clean Water State Revolving Fund Program With 100% Principal Forgiveness For Sanitary Sewer Resiliency Upgrades.

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

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

B. Resolution 2024-08 New Commission Monthly Meeting Schedule

Attorney Vose read the resolution by title. If adopted, the new meeting schedule would begin in January. The commission would meet on the first Tuesday of the month, while the third Tuesday would be reserved for a workshop or special meeting.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2024-08 New Commission Monthly Meeting Schedule.

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

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

C. Hearing on Notice of Termination of Contract with Volusia County Towing

The City Attorney stated this would be a quasi-judicial hearing. The City Clerk swore in all witnesses. City Manager Swartzlander explained that the towing company had been consistently late in their payments to the city. None have arrived by the actual due date each month. The last payment received was on May 2, 2024, for the February tows. Despite repeated attempts of communication, no further payments have been received. There was no one in attendance to represent Volusia County Towing.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the Termination of the Towing Contract with Volusia County Towing.

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

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

D. Review City Manager Evaluations

Per the City Charter, the City Manager's annual evaluation is discussed at a public meeting. The evaluations were distributed to the Commission and everyone discussed their scores with him. The overall score was 4.98 out of a possible 5 points. Mayor Miller spoke briefly on the format of the evaluation. She would like to find a new format to use for next year and tasked Comm. Conomos to bring a new form for review at the July 23rd meeting.

10. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments or concerns.

11. CITY MANAGER COMMENTS

City Manager Swartzlander requested the City Attorney to prepare a temporary towing contract until the city could bid it out again. There is a potential truck event happening over the weekend. The sheriff is prepared to enact the special event zone and it ends at Florida Shores Blvd. The department plans to be fully staffed for the weekend.

12. COMMISSION COMMENTS:

Mayor Miller reminded the audience of the upcoming Evening with the Mayor event tomorrow night. There will be a free concert on June 28th. The Florida League of Mayors will be hosting a mental health clinic on July 26th at the Community Center.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the next agenda.

15. ADJOURNMENT:

The meeting ended at 6:46 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

OFFICE OF THE CITY MANAGER

February 26, 2024

Volusia County Towing
345 8th Street
Holly Hill, FL 32117

RE: Contract Renewal

The purpose of this letter is to serve as official notice from the City as called for in Section 3a of our contract that the City is extending the existing contract for an additional one year. This is the first of the possible four one-year extensions of this contract and will carry the agreement to March 31, 2025. Please provide a copy of your current insurance certificate as we do not have one on file.

Please respond whether you are in agreement to these terms.

Thank you,

Kurt Swartzlander
City Manager

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ 8.93

Total Postage and Fees

Postmark
Here

6/28/24
JF

2024 10:06 AM

2024

Sent To: *Thomson Holdings Enterprise*
264 Volusia County Towing
Street and Apt. No. or PO Box No.
345 8th St
City, State, ZIP+4[®]
Del Rio Hill, FL 32117
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
Printed Name: *Rachael Rizza* *Trizza@cityofdb.org*

Sent: Monday, June 3, 2024 9:21 AM
To: Irwin, Lory <lirwin@cityofdb.org>
Cc: Schwab, Cheri <cschwab@cityofdb.org>
Subject: Tow Log for May 2024

Good morning,
Looks like we had **5 tows** for the month of May.

<u>1099470</u>	<u>1099470</u>	DBSPD	VOLUSIA TOWING	05/27/2024	2540 S ATLANTIC AV,DBS	17	17	FORD	2D	HL
<u>1089111</u>	<u>1089111</u>	DBSPD	volusia county	05/18/2024	3004 s atlantic av	gry	23	chev	ut	hy
<u>1089108</u>	<u>1089108</u>	DBSPD	VOLUSIA COUNTY	05/18/2024	2800 BLK N ATLANTIC AV		23	CHRY	PACIFICA	JJ.
<u>1088560</u>	<u>1088560</u>	DBSPD	Volusia Towing	05/05/2024	2637 S ATLANTIC AV, DBS	BLU	90	CHEV	4D	Cy
<u>1088526</u>	<u>1088526</u>	DBSPD	Volusia Towing	05/04/2024	101 DUNLAWTON BLVD, DBS	WHI	04	GMC	PK	VC

Best Regards,

Rachael Rizza | Records Clerk
Daytona Beach Shores, Department of Public Safety
T: 386-763-5331

E: rrizza@cityofdb.org

For Public Records requests:

[Daytona Beach Shores, FL Records Requests - Make a new request \(justfoia.com\)](https://www.daytonabeachshores.com/records)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: Thomson Holding Enterprises LLC DBA Volusia County Towing 345 8th St Fell Hill, FL 32117 9590 9402 5212 9122 8477 80		A. Signature ☐ Agent ☒ <i>[Signature]</i> ☐ Addressee	
2. Article Number (Transfer from service label) 7019 1640 0002 0541 6183		B. Received by (Printed Name) ☐ Date of Delivery <i>[Signature]</i>	
3. Service Type ☐ Adult Signature Restricted Delivery ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail ☐ Mail Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

Office of The Finance Director

June 28, 2024

Thomson Holdings Enterprises LLC
Dba Volusia County Towing
345 8th St.
Holly Hill, FL 32117

RE: Outstanding Invoices

Derek:

Enclosed are the outstanding invoices with each month's report. All four invoices are due upon receipt. If you have any questions, please feel free to contact me.

Thank you,

Joanna Forquer
Accounting Clerk III
City of Daytona Beach Shores

CITY OF DAYTONA BEACH SHORES
2990 S ATLANTIC AVE
DAYTONA BEACH SHORES FL 32118-0000

CUSTOMER NUMBER	INVOICE DATE	INVOICE NUMBER
4828	03/31/2024	33124

THOMSON HOLDINGS ENTERPRISES LLC
DBA VOLUSIA COUNTY TOWING
345 8TH ST.

FOR/LOCATION
17 TOWS IN MARCH 2024

HOLLY HILL, FL 32117

DESCRIPTION	ORIG BILL	ADJUSTED	PAID	AMOUNT DUE
17 TOWS MARCH 2024	2239.75	.00	.00	2239.75
\$131.75 EACH				
QTY 1.00 @ 2239.75 PER EACH				

Upon receipt

INVOICE TOTAL DUE 2,239.75

Payments accepted: Check, credit card (Visa, MC, Discover)
If making payment online notify the Finance Department by phone at 386-763-5326
for fast release.

CITY OF DAYTONA BEACH SHORES
2990 S ATLANTIC AVE
DAYTONA BEACH SHORES FL 32118-0000

CUSTOMER NUMBER	INVOICE DATE	INVOICE NUMBER
4828	04/30/2024	43024

THOMSON HOLDINGS ENTERPRISES LLC
DBA VOLUSIA COUNTY TOWING
345 8TH ST.

FOR/LOCATION
APR 24 TOWS

HOLLY HILL, FL 32117

DESCRIPTION	ORIG BILL	ADJUSTED	PAID	AMOUNT DUE
APR 2024	1844.50	.00	.00	1844.50
14 TOWS @ \$131.75 EACH				
QTY 1.00 @ 1844.50 PER EACH				

INVOICE TOTAL DUE 1,844.50

Upon receipt

Payments accepted: Check, credit card (Visa, MC, Discover)
If making payment online notify the Finance Department by phone at 386-763-5326
for fast release.

CITY OF DAYTONA BEACH SHORES
2990 S ATLANTIC AVE
DAYTONA BEACH SHORES FL 32118-0000

CUSTOMER NUMBER	INVOICE DATE	INVOICE NUMBER
4828	05/31/2024	53124

THOMSON HOLDINGS ENTERPRISES LLC
DBA VOLUSIA COUNTY TOWING
345 8TH ST.

FOR/LOCATION
MAY 2024 TOWS

HOLLY HILL, FL 32117

DESCRIPTION	ORIG BILL	ADJUSTED	PAID	AMOUNT DUE
MAY 2024 5 TOWS @ \$131.75	658.75	.00	.00	658.75
QTY 1.00 @ 658.75 PER EACH				

INVOICE TOTAL DUE 658.75

Upon receipt

Payments accepted: Check, credit card (Visa, MC, Discover)
If making payment online notify the Finance Department by phone at 386-763-5326
for fast release.

CITY OF DAYTONA BEACH SHORES
2990 S ATLANTIC AVE
DAYTONA BEACH SHORES FL 32118-0000

CUSTOMER NUMBER	INVOICE DATE	INVOICE NUMBER
4828	06/27/2024	63024

THOMSON HOLDINGS ENTERPRISES LLC
DBA VOLUSIA COUNTY TOWING
345 8TH ST.

FOR/LOCATION
JUNE 2024 TOWS

HOLLY HILL, FL 32117

DESCRIPTION	ORIG BILL	ADJUSTED	PAID	AMOUNT DUE
JUNE 2024 TOWS	790.50	.00	.00	790.50
6 @\$131.75				
QTY 1.00 @ 790.50 PER EACH				

INVOICE TOTAL DUE 790.50

Upon receipt

Payments accepted: Check, credit card (Visa, MC, Discover)
If making payment online notify the Finance Department by phone at 386-763-5326
for fast release.

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into by and between the City of Daytona Beach Shores, Florida, a municipal corporation, hereinafter referred to as the "City" and Volusia County Dink hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

WITNESSETH:

SECTION 1. SERVICES TO BE PERFORMED BY TOWING COMPANY.

The Towing Company shall provide the following services:

- a. The Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City Limits of the City of Daytona Beach Shores when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b. When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the provisions of the *Code of Ordinances of the City of Daytona Beach Shores* or State law or are otherwise required to be moved by or at the direction of a public safety officer, from the point of origin to the place of business of the Towing Company and at a rate not greater than the applicable maximum rate specified herein, and provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter from the scene of an accident to a location within the City, as designated by the owner, other than the place of business of the Towing Company.
- c. When authorized by a representative of the City, the Towing Company shall, at no charge to City, tow City motor vehicles and motor vehicle seized under Chapter 932, *Florida Statutes*, or other controlling law, and provide for the towing within Volusia County and/or storage of any disabled or seized vehicle at no charge to the City. If a City motor vehicle is outside of Volusia County, standard Towing Company charges apply. Any heavy City equipment that requires towing will be charged at ½ rate of its GVWR.
- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e. The Towing Company guarantees that towing/wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that Towing Company personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least ninety five percent (95%) of all calls, it will be at the requested location within the city limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining five percent (5%) of calls, a wrecker will be at the location within thirty (30) minutes.

f. The Towing Company shall answer expeditiously all calls from the City for on-scene service at accidents and shall immediately remove all obstructions caused by accidents and provide for cleanups even if actual towing is not required.

g. Upon request, the Towing Company shall provide the City with reasonable assistance in the examination of motor vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the law enforcement authorities.

h. All services rendered by the wrecker under this Section shall be at no expense to the City, unless specifically provided otherwise. This shall not prevent the Towing Company from charging the owner of the motor vehicle for such services according to the rates provided in Section 4.

SECTION 2. PER TOW PAYMENT TO THE CITY.

In consideration of the Towing Company being the City's exclusive towing company for the services set forth herein for the term of this Agreement, the Towing Company shall pay 131.75 per tow to the City, beginning April 1, 2023. The total for the prior month will be due on the first day of each month thereafter, the as long as this Agreement is in effect.

SECTION 3. TERM

a. The term of this Agreement shall be for a one (1) year period beginning April 1, 2023 and ending March 31, 2024. The City shall have the option of extending this Agreement for four (4) years in one year increments. Any adjustments in the maximum wrecker fees allowed and corresponding monthly payments to the City may also be negotiated at the time of renewal.

b. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this Agreement, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from another wrecker company licensed in the City. In such cases, the substitute wrecker must comply with the terms agreed upon herein.

SECTION 4. RATES CHARGED OWNERS.

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge of the vehicle being stored the rates listed below, provided that:

a. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.

b. An increase in the maximum rates specified herein may be negotiated at the end of each year covered by this Agreement, along with a corresponding increase in payment to the City.

c. The towing/servicing of City owned/leased vehicles shall be as outlined in Section 1.

d. The maximum rates to be charged the owner for towing and storage of any motor vehicle or trailer towed at the direction of the City shall be as forth below:

Towing Charge: \$125.00

Storage: \$25.00/day outside; \$30.00/day inside plus state/local taxes.

Admin Fee: \$25.00 per vehicle

e. The Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and the City shall surrender all salvage rights for the vehicle to the Towing Company and shall retain no liens upon the vehicle.

f. No other charges or fees, other than those specified and authorized in this Agreement, are allowed for services provided under this Agreement.

SECTION 5. RATES CHARGED TO THE CITY.

The City shall not be charged for any services rendered to it under this Agreement except as specifically provided in this Agreement.

SECTION 6. PROHIBITED CHARGES.

The services called for in Section 1 shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City, nor shall the City in such a case, be responsible for payment of a tow charge or storage costs.

SECTION 7. SALVAGE RIGHTS.

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined herein excluding those vehicles seized and held for possible forfeiture by the City. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture or law enforcement investigation.

SECTION 8. STORAGE FACILITIES.

a. The Towing Company shall maintain a storage garage and/or outside storage facility complying with applicable building and zoning regulations. Such storage facility shall:

1) contain a minimum of twenty-five (25) spaces in an area which is completely fenced;

2) have available a minimum of four (4) spaces inside a building for the storing of vehicles which require law enforcement processing. These spaces shall be maintained to provide protection from the weather and security to preserve chain of custody for vehicles which require a law enforcement processing, and

3) be located within ten (10) miles of the City.

b. The Towing Company shall have an employee on duty at said storage facility twenty-four (24) hours a day, seven (7) days a week, including holidays.

c. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract; storage facilities shall be subject to periodic inspections at any time by the City during the term of this Agreement when deemed necessary by the City to ensure compliance with this Agreement. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within ten (10) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24.

d. Vehicles which have been marked "HOLD" for investigative or forfeiture purposes by the City shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. City personnel shall be permitted access to such vehicles at any time. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", an administrative fee for compliance with statutory notice requirements may be charged after the first forty-eight (48) hours so long as the wrecker service has complied with the requirements of controlling State law including, but not limited to, execution and mailing of the lien notice.

SECTION 9. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL.

a. The Towing Company shall, during the term of this Agreement, own or lease, in its name, a minimum of three (3) wreckers to provide the services called for by this Agreement. The Towing Company name shall be prominently displayed on the vehicles. The wreckers must include: at least one Class A wrecker, at least one Class B wrecker and at least one Class C wrecker as determined by the City. The wreckers of the Towing Company shall meet the requirements and specifications established by the City.

b. No owner, partner, employee, or agent of the Towing Company shall have been:

1) convicted of any felony when the person's civil rights have not been restored;

2) convicted of any felony, misdemeanor, or municipal ordinance violation directly related to the business of operating a wrecker, regardless of whether civil rights have been restored. For the purpose of this Section, any offense involving perjury, false statement, or dishonesty shall also be considered to be directly related to the business of operating a wrecker.

3) For the purposes of this Section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a verdict of guilty when adjudication is withheld and the accused is placed on probation.

c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.

SECTION 10. RADIO COMMUNICATIONS.

The Towing Company shall provide a two-way radio communication system between its office and all tow trucks operated by the Towing Company. The towing company shall maintain a direct telephone line for incoming police calls.

SECTION 11. NON-EXCLUSIVENESS OF SERVICE.

The Towing Company agrees that the owner or person in possession of any vehicle, which has been incapacitated, shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

SECTION 12. BENEFITS FROM REPAIRS.

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility shall state the repairs/painting to be accomplished as well as the price and terms of payment therefore.

SECTION 13. LIABILITY OF TOWING COMPANY.

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the law enforcement authority in charge.

SECTION 14. PERSONAL PROPERTY IN VEHICLE.

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall provide a receipt to the Towing Company for the same.

SECTION 15. RELEASE OF THE VEHICLE.

The Towing Company agrees to release any vehicle which has not been marked "HOLD" to the proper owner or person entitled to possession of the vehicle. Any vehicle which has been marked "HOLD" by the City cannot be released without prior written authority from the City. The

Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle. The storage facility must be open for the purpose of redemption of vehicles on any day that the Towing Company is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within one hour. The Towing Company shall deliver to the City by 9:00 a. m. daily or such other time period designated by the City a report of all vehicles released the previous day.

SECTION 16. POSTING CHARGES.

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the amounts listed in Section 4.

SECTION 17. ITEMIZED STATEMENTS.

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

SECTION 18. INDEMNIFICATION.

The Towing Company shall indemnify and hold harmless the City and its agents, officers and employees from and against all claims, damages, losses and expenses including, but not limited to, attorney's fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them, or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SECTION 19. INSURANCE.

a. Required Insurance: The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and from companies satisfactory to the City:

1) Worker's Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work which is the subject of this Agreement. The insurance required by this subsection shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

2) Liability Insurance: General Liability Insurance, including coverage for operations, products-completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in

the work. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Section 18. The Liability Insurance shall name the City as an additional insured. The General and Automobile liability insurance shall each have a limit of liability of no less than \$1,000,000 for injury or death and no less than \$2,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$3,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3) Garage Keepers Legal Liability Insurance: Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City.

b. Proof of Insurance: The Towing Company shall furnish proof of insurance acceptable to the City prior to the award of a towing contract and the Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, Florida 32118"

If requested by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

SECTION 20. RECORDS, BOOKS AND PAYMENT.

The City reserves the right, during normal business hours to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to City on the first day of each

month for the duration of this Agreement. Copies of all wrecker company paid invoices for services provided each month as a result of this Agreement shall be submitted with the monthly payment, if requested by the City. Such invoices may be in the form of a computer printout.

a. The Towing Company shall maintain for at least one (1) year, following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:

1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.

2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the City every twenty-four (24) hours, or such other time period as authorized in writing by the City, describing each vehicle by make, year, model, VIN and Tag Number.

3) The records shall be submitted on computer disc if it proves logistically feasible, upon approval of the City.

b. The Towing Company shall provide facsimile machines, as approved by City, capable of transmitting documents between the City and the Towing Company.

c. The Towing Company shall comply with all laws of the State or Florida relating to public records as directed by the City.

SECTION 21. RIGHT TO CANCEL SERVICE CALL.

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the law enforcement radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

SECTION 22. COMPLIANCE WITH LAWS AND RULES.

The Towing Company agrees to and shall comply with all applicable provisions of Federal and State law, all applicable City ordinances, and the Rules of the Daytona Beach Shores Public Safety Department, as amended from time to time, unless otherwise provided by this Agreement.

SECTION 23. CASH BOND.

Prior to the effective commencement date of this Agreement, the Towing Company shall post a cash or surety performance bond in the amount of two thousand dollars (\$2,000) with the City, to be used by the City, in the event:

a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles, or

b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 for the purpose of defraying the cost of rebidding this Agreement.

SECTION 24. BREACH OF AGREEMENT.

a. It shall be the right of the City Manager, and any officials of the City which the City Manager may designate, to observe closely the wrecker service operations and, if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) days the Towing Company has not eliminated the condition considered to be a breach of contract, the City Manager may so notify the City Council and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Council shall hear the Towing Company and the City representative, and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including, but not limited to, cancellation of this Agreement, as hereinafter provided. Any lesser remedial action than cancellation shall not waive the City's right to further remedial action.

b. In addition to terminating this Agreement, the City may recover from the cash or surety bond all administrative costs as provided by Section 23.

c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or not hereafter existing at law or at equity or by statute.

SECTION 25. MISLEADING, DISHONEST AND ILLEGAL PRACTICES.

The Towing Company warrants that it will not engage in any misleading, dishonest or illegal practices with regard to the vehicles towed pursuant to this Agreement. Engaging in misleading, dishonest or illegal practices shall be deemed a violation and breach of this Agreement. The City shall promptly notify the Towing Company of an alleged violation and breach. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future within the twenty-four (24) hour period, the violation may be reported to the City Council for termination of this Agreement or other appropriate action as provided in Section 24. The City reserves the right to terminate this Agreement if it determines such action to be in the public interest.

SECTION 26. MISCELLANEOUS.

a. The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

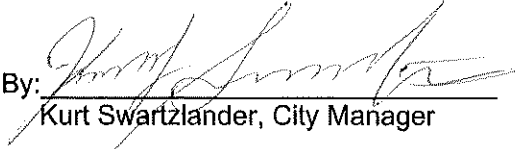
b. The bid documents and specifications, attached hereto, are made a part of this Agreement as if fully set forth herein verbatim.

c. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of copartners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.

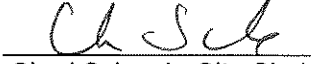
d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CITY OF DAYTONA BEACH SHORES

By: 
Kurt Swartzlander, City Manager

3/15/23
Date

Attest: 
Cheri Schwab, City Clerk

TOWING COMPANY


Authorized Corporate Officer-

2/18/2023
Date

DEREK Thomson
PRINTED NAME

Attest: _____

PRINTED NAME

CITY OF DAYTONA BEACH SHORES, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 1 day of April, 2023, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and Volusia County towing hereinafter referred to as "Contractor", concerning that certain Agreement dated the 15 day of March, 2023 ("Agreement").

WITNESSETH:

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

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

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

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

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

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

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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.**

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

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

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.

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

A. N/A

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

CONTRACTOR:



Print Name: DEREK THOMSON

Title: OWNER

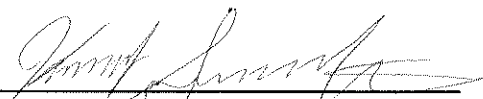
Company: VOLUSIA COUNTY TOWING

Attest:



By: Cheri Schwab, City Clerk

CITY OF DAYTONA BEACH SHORES



By: Kurt Swartzlander, City Manager

From: **Aaron Forsman** <Aaron@volusiacountytowing.com>

Date: Wed, Aug 21, 2024, 11:07 AM

Subject: CODBS

To: Paul Waters <paul@voselaw.com>

Mr. Waters,

It was brought to my attention that the City of Daytona Beach Shores City Council is planning on filing a law suit to Volusia County Towing for the moneys owed to them. Can you please provide the documentation that you have from the City of Daytona Beach Shores showing how much is owed to them as of this date? Also have they made you aware that they have an outstanding bill with us for 2 vehicles they had used from us for training purposes and had us taking from New Smyrna Beach to their city impound and had kept for multiple months also they have a vehicle that has a hold on it in our facility that we have been trying to get released and is currently violating Florida statue stating that a Law Enforcement Agency cannot have a hold on a vehicle for longer than 30 days.

Thank You,

Aaron Forsman

Aaron Forsman

*General Manager
Thomson Holdings Enterprises, LLC.*

DBA Volusia County Towing

Main Office
345 8th Street

Holly Hill, FL 32117

P: (386) 872-7200 F: (386) 239-8607

C: (386) 589-8092 E: aaron@volusiacountytowing.com
USDOT: 3589771 MC: 1215481

Website/Social Media: www.volusiacountytowing.com

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. This information is confidential information, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this electronic message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by reply e-mail or by contacting Thomson Holdings Enterprises, LLC. DBA Volusia County Towing.

From: **Irwin, Lory** <lirwin@cityofdbb.org>
Date: Fri, Aug 23, 2024 at 10:34 AM
Subject: RE: CODBS
To: Paul Waters <paul@voselaw.com>
Cc: Maria Rondel <mrondel@voselaw.com>

Good morning Paul.

After speaking with the Public Safety Director and the Finance Department staff I have the following information:

1. Outstanding bill for 2 vehicles
 - a. The city has never received an invoice for the use of training vehicles.
 - b. Volusia Towing never said they were billing Public Safety for the use of the vehicles for training.
2. Vehicle at Volusia Towing Facility with a hold on it
 - a. This is the first the city has heard about a vehicle being at their facility with a hold on it.
 - b. Public Safety does not have any record of a hold on a vehicle.

Please let me know if there is anything else you need.

Thank you,

Lory

Lory B. Irwin, CPA, CGFO

Finance Director



City of Daytona Beach Shores

2990 South Atlantic Ave.

Daytona Beach Shores, FL 32118

P 386-763-5328

C 386-843-7001

F 386-763-5320

PLEASE NOTE: Florida has very broad public records laws. Most written communication to or from City of Daytona Beach Shores officials and employees regarding public business are public records and are available to the public and media upon request. Your email address is a public record. If you do not wish your email address released in response to a public records request, do not send electronic mail to this entity. Instead, please contact this office by phone or in writing. The views expressed in this message may not reflect those of the City of Daytona Beach Shores. If you have received this message in error, please notify us immediately by replying to this message and please delete it from your computer. Thank you.



**CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 24, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Kurt Swartzlander, City Manager

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to set board application process and select a date for Interview Workshop

SYNOPSIS:

There is an opening for a Planning & Zoning Alternate Member. Historically, a member is selected after participating in an Interview Workshop.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Recently, Vice-Chair Jeni Groot-Begnaud resigned from the board due to out of state employment. Alternate, Guy Desai was appointed to regular member leaving an opening for another alternate.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

This process is at the Commission's discretion.

ATTACHMENT: 1. board application packet 2019

REFERENCES: (Please do not use current council members)

NAME

ADDRESS

PHONE

WORK EXPERIENCE:

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

(Signature)

Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364. Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 or cschwab@cityofdbs.org



CONSENT FORM

(APPENDED TO CITY OF DAYTONA BEACH SHORES APPOINTMENT FORM)

Regarding my Board application*, I consent to a background check. I further consent to a check on the references I have listed on my appointment application information form.

NAME: _____

ADDRESS: _____

TELEPHONE: _____

NAME OF BOARD(S) DESIRED: _____

Date: _____ **SSN:** _____

Driver's License Number: _____

PREVIOUS ADDRESSES:

1.

2.

3.

***This background check is limited to criminal or civil complaints filed against, or in regard to, the applicant.**



**CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 24, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Consideration to sponsor Kids Tag Art and purchase license plates

SYNOPSIS:

Consideration to support the Volusia County Tax Collector with the Kids Tag Art program.

FISCAL IMPACT STATEMENT:

Based on Commission's decision to participate in the program; sponsorship is \$1,500 and individual tags cost \$20 (25 tags would total \$500). This would come out of FY 24-25 fiscal year.

BACKGROUND:

This item was requested to be placed on the agenda the last meeting. Sponsorship will assist art teachers in purchasing much needed supplies.

LEGAL REVIEW:

RECOMMENDATION:

Staff will support the direction from the Commission

SUGGESTED MOTION:

I move to sponsor the Kids Tag Art program for \$1500 and spend \$500 to purchase license plates.

ATTACHMENT: None