



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING DECEMBER 10, 2024

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Artwork Certificates Longstreet Elementary
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes November 12, 2024
- 7. CONSENT AGENDA:**
 - A. Community Services Department Monthly Report - October 2024

- B. October Public Safety report
- C. September and October Executive Summary Financial Reports
- D. Approval for Labor Law Legal Services with Allen Norton & Blue
- E. Approval of US Architectural & Sun Valley Lighting Purchase Request For Streetlight Fixtures
- F. Approval of contract to purchase Sutphen fire engine
- G. Approval of Volusia County Transform 386 (CDBG-DR) grants: 1: \$3,709,767; 2: \$1,907,000
- H. Approval of a FEMA HMPG grant for \$90,000 for a Community Center Generator
- I. Approval of FEMA HMPG grant for \$329,568.75 for EOC Phase I
- J. Approval of Purchase of Emergency Response Trailer
- K. Approval Of Sewer Division Purchase Of A 2025 Ford F-350 Super Crew Cab Truck With Hydraulic Crane Add-On

8. OLD BUSINESS:

- A. Ordinance 2024-22: Allowing Non-Conforming Land Use for Jet Set of Daytona at 2560 S. Atlantic Avenue

9. NEW BUSINESS:

- A. Ordinance 2024-23 Repeal of portions of Chapter 16.5
- B. Resolution 2024-23 Establishing Towing Rates

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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

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

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



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Daytona Beach, FL 32124
(386) 255-6475, ext. 50730
www.FUTURESVolusia.org

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November 14, 2024

City of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

Dear City of Daytona Beach Shores:

The City of Daytona Beach Shores has helped change the lives of teachers and students in Volusia County Schools! Thank you for your generous donation of \$1,500 received on November 6, 2024, by FUTURES Foundation. This donation will be used to support the Kids Art Tag program through the Volusia County Tax Collector.

The Kids Art Tag program begins with a lesson about Florida's specialty license plates with teachers extending the lesson by working with students to design a vanity plate that expresses a cause that interests the student. Parents and the community will have the opportunity to purchase student-created license plates and all proceeds from the plate sales will go back to the art program at Volusia County Schools.

Thank you again for investing in the futures of Volusia County students.

Sincerely,

Shimene Shepard
Executive Director

No goods or services were provided in consideration of this gift. Please retain this receipt for IRS tax purposes. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION FOR FUTURES FOUNDATION, A FLORIDA BASED NONPROFIT CORPORATION, REGISTRATION NO: CH10078 MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 1-800-HELP-FLA (435-7352) WITHIN THE STATE OR BY VISITING THEIR WEBSITE www.FloridaConsumerHelp.com REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Mission Statement

"We engage business and civic leaders to promote and achieve educational excellence for Volusia County Public Schools."

FUTURES, Inc. is a 501(c)(3) Non-Profit organization

MINUTES
CITY COMMISSION MEETING
November 12, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City 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 Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. ELECTION ITEMS

A. Resolution 2024-21 Certifying Election Results

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2024-21 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. Oaths of Office

Volusia County Judge Joan Anthony swore in the newly elected city commission members.

C. Nomination of Vice Mayor

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Nominate Michael Politis for Vice Mayor.

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. Presentation from Tomorrow Needs You by Jordan Snipes

Jordan Snipes presented Officers Jack Ransom and Ashley Epling with a certificate for participating in the recent walk for wounded veterans.

7. APPROVAL OF MINUTES

- A. City Commission Workshop Minutes Oct. 22, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Workshop Minutes of Oct. 22, 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

- B. City Commission Minutes Oct. 22, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the City Commission Minutes of Oct. 22, 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:

- A. Approval of Non-Exclusive Franchise - Fence Service Inc., dba AAA Dumpster Rentals
- B. Approval of Dune Walkover Repair Change Orders: East Coast Marine Construction & Design
- C. Approval to purchase Public Safety vehicles
- D. Approval of Volusia County - Paul Culver Construction, Inc. Piggyback Contract For General Construction Services

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda.

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

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

9. OLD BUSINESS:

10. QUASI-JUDICIAL HEARING

- A. Regular Site Plan RSP12024020: LUX Condominium, 3159 S. Atlantic Ave.

All witnesses were sworn in by the City Clerk. There was no ex parte communication by the City Commission. City Planner Gwyn Herstein had a short presentation. The project is a 7-story, 30 unit condominium. The location is currently a vacant lot. Aerial views of the property were shown along with concept photos. All the requirements of the LDC and comprehensive plan were met along with all due public notice requirements. The Planning & Zoning Board recommended approval with three conditions. Those have all been fully addressed. Staff recommended approval of the project. Mayor

Miller inquired about a timeline for the seawall. Attorney Rob Merrill stated they are waiting on a permit from FDEP.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the Regular Site Plan RSP12024020 for the LUX Condominium.

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. Ordinance 2024-22: Allowing Non-Conforming Land Use for Jet Set of Daytona at 2560 S. Atlantic Avenue

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein stated that staff prepared this ordinance at the direction of the commission. The original location of the business was severely damaged during Hurricane Ian. It was temporarily moved to the existing location while renovations took place. The business owner would like to be able to remain at the existing location as it is not financially feasible to return to his original location. This ordinance also addresses the lighting issue that was raised at a previous meeting. The lights will be turned off after 10 pm when the business closes for the evening.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve Ordinance 2024-22 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 2024-22 Approval to Accept Funds from Opioid Abatement Funding Program

The City Attorney read the resolution by title only. Chief Fowler explained that the department had received a grant for a hands-free cpr device.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2024-22 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

12. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

13. CITY MANAGER COMMENTS

The City Manager had no additional comments.

14. COMMISSION COMMENTS:

Mayor Miller congratulated the three commissioners on their new terms of office. She reminded the audience of the upcoming Coffee With the Mayor. She announced the current food drive is running until November 18th. This year's tree lighting ceremony will be held on December 8th at 5:00pm.

Comm. Card explained that he and the City Manager visited a few businesses this week as part of the Economic Development Committee. Vice Mayor Politis provided an update on the recent TPO

meeting he attended. The FDOT has been doing storm damage assessment and some of their projects may need to be reprioritized.

15. AUDIENCE REMARKS/PUBLIC COMMENTS:

Michael Taylor from Port St. Lucie spoke on the recent Public Safety incident that occurred last week. He felt the citizen had been treated unfairly.

16. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no items requested by the commission.

17. ADJOURNMENT:

The meeting ended at 6:53 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 10, 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 - October 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – October, 2024

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0

Submitted this Fiscal Year: 0

Approved by Staff this Month: 0

Approved by Staff this Fiscal Year: 0

Approved by City Commission this Month: 0

Approved by City Commission this Fiscal Year: 0

Amendments Approved by Staff this Fiscal Year: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Wang Residence	2615 South Atlantic Avenue, Unit 2H	10/1	Install kitchen cabinets and countertops	\$14,650.00	\$154.75
Castaways Beach Resort	2043 South Atlantic Avenue	10/1	Storefront door replacement on north and south elevation	\$29,405.00	\$238.13
Moore Residence	2055 South Atlantic Avenue, Unit 1008	10/2	Remodel kitchen and 3 baths, new cabinets, tops, showers	\$46,900.00	\$334.99
Rudra Realty LLC	3051 South Atlantic Avenue, Unit 303	10/3	Replace 10 windows	\$29,475.00	\$238.16
McCormack Residence	2937 South Atlantic Avenue, Unit 505	10/3	Replace 2 sliding glass doors	\$17,600.00	\$172.20
Burnett Residence	3051 South Atlantic Avenue, Unit 305	10/3	Replace 7 windows	\$17,584.00	\$172.20
Pensiero Residence	3051 South Atlantic Avenue, Unit 403	10/3	Replace 10 windows and 1 sliding glass door	\$39,475.00	\$295.05
Pandya Residence	3051 South Atlantic Avenue, Unit 1003	10/3	Replace 4 windows	\$13,676.00	\$146.20
Tropical Manor Motel	2237 South Atlantic Avenue	10/3	Remove panels and meter box, install new panels	\$17,490.00	\$69.25
Whitehurst Residence	3043 South Atlantic Avenue, Unit 1503	10/14	Remodel kitchen and 2 baths, new cabinets, tops, vanities	\$47,000.00	\$761.87

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Simone Residence	3051 South Atlantic Avenue, Unit 1104	10/15	Replace 10 windows, size for size	\$26,347.00	\$221.05
Bowling Residence	3051 South Atlantic Avenue, Unit 1602	10/15	Replace 7 windows and 1 door, size for size	\$29,584.00	\$238.19
Brown Residence	3051 South Atlantic Avenue, Unit 301	10/15	Replace 8 windows, size for size	\$20,585.00	\$188.34
Byron Residence	3051 South Atlantic Avenue, Unit 1804	10/15	Replace 10 windows and 1 door, size for size	\$30,475.00	\$243.85
Kahan Residence	2987 South Atlantic Avenue, Unit 504	10/15	Replace sliding glass door	\$10,827.00	\$120.55
Popp Residence	3023 South Atlantic Avenue, Unit 906	10/16	Replace window	\$11,850.00	\$129.10
Westminster Church	3215 South Peninsula Drive	10/16	Remove existing shingles and deck, reshingle	\$23,980.00	\$204.49
Fricks Residence	3841 South Atlantic Avenue	10/16	Change out 3.5 ton heat pump system	\$10,807.00	\$110.50
Carmean Residence	3815 South Atlantic Avenue, Unit 801	10/16	Connect 3 sinks and toilets, ice maker, shower fixtures	\$13,000.00	\$47.50
Curran Shores North	3615 South Atlantic Avenue	10/16	Tear off and install new TPO tapered insulation	\$69,000.00	\$460.17
Towers Ten Condo	3425 South Atlantic Avenue	10/17	Repair concrete and stucco, waterproof exterior	\$22,070.00	\$199.11
Vera Residence	2545 South Atlantic Avenue, Unit 1002	10/17	Change out 2.5 ton heat pump system	\$14,542.00	\$136.90
Willenburg Residence	4 Oceans West Boulevard, Unit 602D	10/18	Change out 3.5 ton heat pump system	\$11,500.00	\$117.10
Morrissey Residence	3815 South Atlantic Avenue, Unit 903	10/18	Kitchen remodel, new cabinets and countertops	\$53,595.00	\$374.72
Holiday Inn Express	3301 South Atlantic Avenue	10/18	Install 100 manual roll down hurricane shutters	\$377,418.00	\$1,747.65
Riewe Residence	3855 South Atlantic Avenue, Unit 1501	10/18	Install 8 roll down hurricane shutters	\$23,000.00	\$199.11
Publix Super Markets	3044 South Atlantic Avenue	10/23	Interior remodel of Publix store	\$1,750,000.00	\$5,476.34
Chakalos Residence	2983 Sea Oats Circle	10/23	Remodel kitchen, new cabinets and countertops	\$60,000.00	\$408.98
Pangle Residence	2937 South Atlantic Avenue, Unit 203	10/23	Remodel kitchen and bathroom, tub to shower	\$60,000.00	\$408.98
Bliss Beach Pizza	3218 South Atlantic Avenue	10/23	Roof repair with sectional sheathing	\$17,100.00	\$4.20
Opacki Residence	2 Oceans West Boulevard, Unit 703	10/24	Change out (2) 3 ton heat pump systems	\$17,000.00	\$150.10
Publix Super Markets	3044 South Atlantic Avenue	10/25	Plumbing for interior remodel	\$398,000.00	\$291.51
Chopra Residence	3703 South Atlantic Avenue, Unit 1102	10/25	Eliminate bathtub, install large walk in shower	\$25,000.00	\$209.87
Publix Super Markets	3044 South Atlantic Avenue	10/25	Electric or interior remodel	\$523,999.00	\$1,674.65

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Franke Residence	3555 South Atlantic Avenue, Unit 205	10/28	Cabinets, vanities, change kitchen wall, new closet	\$49,000.00	\$346.40
Biro Residence	124 White Cap Avenue	10/28	Reroof shingle and modified roofs	\$18,000.00	\$172.20
Publix Super Markets	3044 South Atlantic Avenue	10/28	Replace 8 existing A/C units with new	\$108,408.00	\$797.78
Tropic Shores Condo	3111 South Atlantic Avenue	10/29	Replace auto door with storefront framing	\$49,150.00	\$351.83
2626 Condo	2626 South Atlantic Avenue	10/29	Miscellaneous concrete repairs and waterproofing	\$66,825.00	\$448.76
Dolphin Beach Club	3355 South Atlantic Avenue	10/30	Replace drywall and insulation	\$25,000.00	\$5.12
Bailey Property	2020 South Atlantic Avenue	10/31	Install storefront doors and glass, window glass	\$40,000.00	\$295.20
Daytona Seabreeze	3125 South Atlantic Avenue	10/31	Replace drywall and insulation	\$20,000.00	\$4.46
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$4,249,317.00	\$18,367.51

Building Division Revenue by Permit Category:

PERMIT TYPE	OCTOBER 2024	FISCAL YEAR-TO-DATE 2024 TO 2025	OCTOBER 2023	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
BUILDING	\$16,558.19	\$16,558.19	\$23,719.39	\$23,719.39
ROOF	\$841.06	\$841.06	\$1,667.85	\$1,667.85
DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRICAL	\$3,486.65	\$3,486.65	\$2,814.87	\$2,814.87
MECHANICAL	\$6,551.93	\$6,551.93	\$7,327.42	\$7,327.42
PLUMBING	\$1,945.01	\$1,945.01	\$3,173.25	\$3,173.25
SIGN	\$0.00	\$0.00	\$458.00	\$458.00
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$196.50	\$196.50	\$240.60	\$240.60
DEVELOPMENT FEES	\$440.00	\$440.00	\$235.00	\$235.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$30,019.34	\$30,019.34	\$39,636.38	\$39,636.38

Building Division Activities:

ACTIVITY	OCTOBER 2024	FISCAL YEAR-TO-DATE 2024 TO 2025	OCTOBER 2023	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
INSPECTIONS	{175} + [23] = 198	198	{279} + [55] = 334	334
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	{145} + [19] = 164	164	{190} + [30] = 220	220
FAILED INSPECTIONS	{10} + [1] = 11	11	{16} + [9] = 25	25

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

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

Projects Begun Current Fiscal Year-to-Date – 2024 to Present: \$4,249,318.00

Projects Begun Last Fiscal Year – 2023 to 2024: \$53,732,123.00

Projects Begun Two Fiscal Years Ago – 2022 to 2023: \$88,785,455.00

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - OCTOBER 2024

FACILITIES MAINTENANCE DIVISION:

This division will now typically have four positions, the custodial positions have been moved from the Community Center Department into the Community Services Department. There will be two building maintenance employees and two custodial positions. Only one custodial position is currently filled.

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: AC and air handler problems, glass doors not shutting correctly, burglar and fire alarm panel not working correctly, elevator alarm panel trouble, assisted with assessing hurricane damage and start on repairs and debris removal, pressure washed outside of building
- Public Works: Roof leak again, assisted with assessing hurricane damage and started on repairs
- Public Safety: Chiller problems continued, secure gates and call vendor for parts, fixed entry door hinge, assisted with assessing hurricane damage and started on hurricane repairs, repaired toilet,

patched concrete after Starlink install, washed down storm debris from building

- City Hall: Assisted with putting on the storm shutters, checked leak in server room, assisted with assessing hurricane damage and started on repairs
- Sewer Dept: Installed new AC unit at Master Station

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician, this division is currently down one Maintenance Worker position.

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:

- Prepared the city properties for hurricane, including but not limited to installing city hall storm shutters, taking down street banners, taking down wind screens, clearing storm drains and working the sand pile
- Assisted in assessing hurricane damage at all the city properties and began clean up and repairs
- Removed loose boards from St. Kitts Park walkover and secured damaged walkovers from pedestrians

- Repaired the water fountain at the dog park
- Assisted removing furniture from the Community Center IT room
- Assisted the Facility Maintenance Division with community center set ups
- Removed city hall storm shutters
- Set up and break down food truck event
- Laid rock at Bella Vista dune walkover area
- Began straightening street signs and light poles
- Removed hazardous leaning or downed trees

Electrician:

- Electrical Locates: 23
- Replaced lights at public safety building
- Fabricated and installed new lamp holders on S. Atlantic Avenue
- Installed a new pump start relay for St. Kitts Park
- Prepared city properties for hurricane
- Post hurricane assisted with damage assessment
- Started working on electrical issues from the hurricane, public safety building, streetlights, S. Atlantic Avenue debris, pickle ball court relays
- Installed new disconnect and rewired AC on city hall roof
- Replaced downed fans at the pavilion
- Started replacing broken bollard lights around city properties
- Started replacing/repairing decorative light poles, replace fuses, lamps, arms etc.
- Installed new camera at Station 1

SEWER DIVISION:

This division currently has all four positions 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 – 36
- Sewer credit meter read – 2
- Sewer availability check - 3
- Ran jetter through storm drain at 139 Rosalyn Ave.
- Assisted in installing new AC unit at Master Station
- Prepared station and generators for hurricane
- Assessed post hurricane damage
- Started repairing damaged fencing, phone lines etc. after the storm
- Inspected 13 manhole covers
- Fixed the clean out at 2905 Riverside and 3811 S. Atlantic Avenue



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 10, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: October Public Safety report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. October Public Safety 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 OCTOBER 2024

	Oct-24	24/YTD	Oct-23	23/YTD
<i>Police Related Calls</i>	2,718	17,852	1,713	18,259
<i>Fire Related Calls</i>	87	703	55	660
<i>Rescue Related Calls</i>	66	956	73	605
<i>Fire Related Alarms Sounding</i>	27	250	17	202
<i>Traffic Citations</i>	165	1,441	135	1,698
<i>Written Warnings</i>	149	1,160	39	276
<i>Building Inspections</i>	64	499	47	397
<i>Arrests: Adults</i>	34	258	21	298
<i>Juveniles</i>	0	4	1	6
<i>City Ordinance Charges</i>	2	4	0	3
<i>Florida State Statute Charges</i>	34	304	26	482
<i>Accidents: Total</i>	25	148	15	156
<i>Street/Highway</i>	19	57	9	104
<i>Parking Lot</i>	6	61	6	59

Michael Fowler, Public Safety Director

(Signature)
11-05-24

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-10-01 through 2024-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	622	22.88 %	20.06
TRAFFIC STOP	TS	533	19.61 %	17.19
EXTRA PATROL	EP	517	19.02 %	16.68
PROPERTY CHECK	PRC	238	8.76 %	7.68
SUSP PERSON	SPER	75	2.76 %	2.42
DIRECTED PATROL REQUEST	DPR	61	2.24 %	1.97
SUSPECT STOP	SS	60	2.21 %	1.94
TELEPHONE HANDLE	THC	49	1.80 %	1.58
FIRE ALARM	ALARMF	32	1.18 %	1.05
WALKUP	WALKUP	30	1.10 %	0.97
TOWED VEHICLE	TOW	27	0.99 %	0.87
MEDICAL EMERGENCY	MED1	25	0.92 %	0.81
BUSINESS ALARM	ALARMB	23	0.85 %	0.74
SUSP VEHICLE	SVEH	23	0.85 %	0.74
SPECIAL DETAIL	SDL	20	0.74 %	0.65
INVESTIGATION	INV	19	0.70 %	0.61
MVA	MV	18	0.66 %	0.58
DISTURBANCE	DIST	16	0.59 %	0.52
SUSP INCIDENT	SINC1	14	0.52 %	0.45
ZONE ACCOUNTABILITY PATR	ZAP	13	0.48 %	0.42
WELL BEING CHECK	WBC	11	0.40 %	0.35
INFORMATION GIVEN	INFO	10	0.37 %	0.32
SCHOOL ZONE	SZ	10	0.37 %	0.32
TEST LE CALL	TEST	10	0.37 %	0.32
FOUND PROPERTY	PROPF	9	0.33 %	0.25
RECKLESS DRIVER	RD	9	0.33 %	0.25
THEFT	THEFT	9	0.33 %	0.25
ANIMAL COMPLAINT	AC	8	0.29 %	0.26
BLS - MED/TRAUMA	BLS3	8	0.29 %	0.26
ELEVATOR CALL	ELEV	8	0.29 %	0.26
FLAG DOWN	FLAG	8	0.29 %	0.26
WARRANT	WAR	8	0.29 %	0.26
DOMESTIC DISTURBANCE	DV	7	0.26 %	0.23
ILLEGAL PARKING	PARK	7	0.26 %	0.23
LASER	LASER	7	0.26 %	0.23
TRAFFIC LITE OUT	TLO	7	0.26 %	0.23
TRAUMA EMERGENCY	TRAU1	7	0.26 %	0.23
TRESPASSERS	TRES	7	0.26 %	0.23
WALK & TALK	WT	7	0.26 %	0.23
ASSAULT/BATTERY	ABAT	6	0.22 %	0.15
DANGEROUS COND FD	DCFD	6	0.22 %	0.15
FALL - NON EMERGENCY	TRAU3	6	0.22 %	0.15
MEDICAL NON-EMERG	MED2	6	0.22 %	0.15
ROAD OBSTRUCTION	RDOB	6	0.22 %	0.15
ATT TO CONTACT	ATC	5	0.18 %	0.16
FRAUD	FRAUD1	5	0.18 %	0.16

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-10-01 through 2024-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISC FIRE SERVICE CALL	MISCF	5	0.18 %	0.16
SUICIDAL PERSON	SP	5	0.18 %	0.16
MEDICAL UNKNOWN	ALARMM	4	0.15 %	0.13
MENTALLY ILL PER	MIP	4	0.15 %	0.13
NARCOTICS	NARC	4	0.15 %	0.13
POWER LINES HAZARD	PL	4	0.15 %	0.13
REPOSSESSED VEH	REPO	4	0.15 %	0.13
UNCONSCIOUS	UNC	4	0.15 %	0.13
911 CK/OPEN LINE	911CK	3	0.11 %	0.10
BURGLARY ALARM	ALARM	3	0.11 %	0.10
DISABLED VEHICLE	DAV	3	0.11 %	0.10
HIT&RUN MVA	MVHR	3	0.11 %	0.10
SMOKE INVESTIGATION	SMOKE	3	0.11 %	0.10
STROKE / CVA	CVA	3	0.11 %	0.10
ASSIST	ASST	2	0.07 %	0.06
BURGLARY	BURG	2	0.07 %	0.06
DRUNK DRIVER	DUI	2	0.07 %	0.06
FIGHT	FIGHT	2	0.07 %	0.06
MISSING PERSON	MP	2	0.07 %	0.06
MVA W/ INJURIES	MVI	2	0.07 %	0.06
NE ASST- FIRE REQ	LEO2	2	0.07 %	0.06
OVERDOSE/POISONING	OD	2	0.07 %	0.06
RADAR	RADAR	2	0.07 %	0.06
SHOPLIFTING	SHOP	2	0.07 %	0.06
SMOKE IN STR COMM/HIRISE	SMISCH	2	0.07 %	0.06
STOLEN VEHICLE	SV	2	0.07 %	0.06
VANDALISM	VAND	2	0.07 %	0.06
ASSIST AGENCY	ASSIST	1	0.04 %	0.03
BOAT EMERGENCY	BOATE	1	0.04 %	0.03
BURG/BUSINESS	BURGB	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.04 %	0.03
CIVIL COMPLAINT	CIVIL	1	0.04 %	0.03
DEPOSITS	DEP	1	0.04 %	0.03
DROWNING	DROWN	1	0.04 %	0.03
DRUNK PERSON	IP	1	0.04 %	0.03
FIREWORKS	FIREWK	1	0.04 %	0.03
FLEEING DRIVER	FLEE	1	0.04 %	0.03
HARRASSING CALLS	HCALL	1	0.04 %	0.03
HAZARDOUS COND	HZM	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03
JUVENILE	JUV	1	0.04 %	0.03
LOST PROPERTY	PROPL	1	0.04 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.04 %	0.03
MVA M/C	MVMC	1	0.04 %	0.03
MVA W/ HAZARD	MVH	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-10-01 through 2024-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
NOISE	NOISE	1	0.04 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.04 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.04 %	0.03
STRUCTURE FIRE	SF	1	0.04 %	0.03
SUSPICIOUS VEHICLE	SVEH1	1	0.04 %	0.03
THREATENING CALL	TCALL	1	0.04 %	0.03
TRAFFIC CONTROL	TC	1	0.04 %	0.03
TRAUMA CRITICAL	TRAUE	1	0.04 %	0.03
WELL BEING CHECK MEDICAL	WBCF	1	0.04 %	0.03
TOTAL CALLS:		2,718	100.00%	87.68

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.



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TRAINING SEMINARS ATTENDED

Month of October 2024

<i>Ryan Mowen</i>	<i>10/4-5</i>	<i>NVG Class</i>
<i>Jacob Smith</i>		<i>POPD Gun Range</i>
<i>Ryan Mowen</i>	<i>10/4-25</i>	<i>Basic SWAT School</i>
<i>Jacob Smith</i>		<i>Kennedy Space Center</i>
<i>Dominique Lytle</i>	<i>10/21-22</i>	<i>Breath Test Operator</i>
		<i>DSC</i>
<i>Anthony Compierchio</i>	<i>10/25-27</i>	<i>Firefighter 1 Exam</i>
		<i>Yaphank, NY</i>
<i>David Reeves</i>	<i>10/28-11/6</i>	<i>Instructor Techniques</i>
		<i>DSC</i>

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	1	4	8
HAZARDOUS CONDITIONS	14	39	94
VEHICLE FIRES	0	1	1
BOAT FIRES	0	1	0
OTHER FIRES NOT LISTED	1	11	26
VEHICLE CRASHES W/ENGINE RESPONSE	0	9	23
SERVICE CALLS	58	574	582
FIRE ALARMS	27	267	337
CANCELLED EN ROUTE	13	160	232
TOTALS	114	1066	1303

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	0	51	48	70	58
HOTEL/MOTEL	0	4	35	34	64	58
ASSEMBLY	0	0	1	0	1	3
MERCANTILE	0	1	35	16	40	15
RESTAURANT	1	0	17	8	30	17
BUSINESS	1	3	90	21	117	33
OTHER	47	0	160	1	231	45
CONSTRUCTION	0	0	0	0	42	8
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	3	39	30	51	36
TOTALS	53	11	428	158	646	273

PLANS EXAMINATION HOURS: 10 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
OCTOBER 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	34	415	599
BLS CALLS	32	398	603
TOTALS	66	813	1202



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MONTHLY REPORT FOR OCTOBER 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 rear shock	veh #142
Replace starter	veh #158
Replace starter	Blower
Replace air filter	Blower
Replace alternator	veh #128



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: September and October Executive Summary Financial Reports

SYNOPSIS:

Fiscal year 2023-24 ytd general fund revenue less expenses is \$1,270,422; sewer fund revenue less expenses is \$919,803. Fiscal year-end audit is currently underway.

Fiscal year 2024-25 Oct. revenues were higher than normal for the first month of the fiscal year due to an insurance payment for the dune walkovers damaged during Hurricane Ian in 2022.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Fiscal year 24-25 budget is \$23,913,600 for the general fund, \$6,115,000 for the general fund capital projects fund, \$23,156,000 for the sewer fund and \$11,690,000 for the sewer fund capital projects fund. This year is the first year capital projects were broken out of each individual fund.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. MBR 23-24 Pd 12
2. MBR 24-25 Pd 01

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending September, 2024

September, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$17,021,362	\$15,750,939	\$1,270,422	7%
General Obligation Debt Service	\$95		\$95	100%
General Fund Sub-Total	\$17,021,457	\$15,750,939	\$1,270,518	7%
Sewer Fund Operations	\$4,387,235	\$3,473,563	\$913,672	21%
Sewer Fund Restricted Impact Fee	\$15,505	\$9,374	\$6,131	40%
Sewer Fund Sub-Total	\$4,402,740	\$3,482,937	\$919,803	21%
TOTAL ALL FUNDS FISCAL YTD	\$21,424,197	\$19,233,876	\$2,190,321	10%

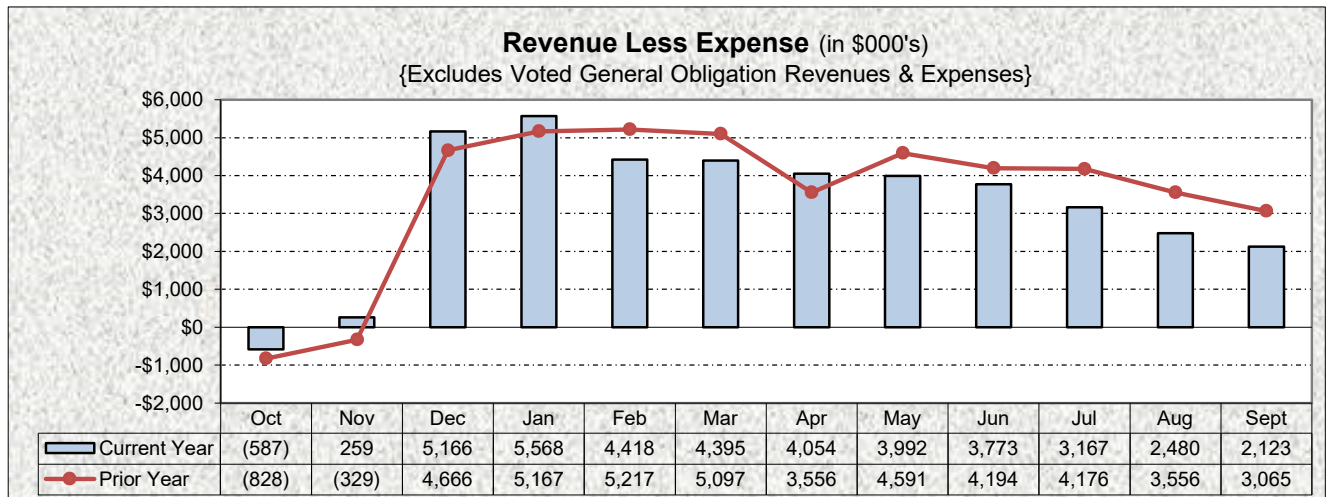
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$24,129,394	\$24,803,393	(\$673,999)	-3%
Sewer Fund	\$12,412,780	\$10,897,583	\$1,515,197	14%
Sub-Total Operating Funds	\$36,542,174	\$35,700,976	\$841,198	2%
TOTAL ALL FUNDS	\$36,542,174	\$35,700,976	\$841,198	2%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$5,240,098	\$417,189	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$3,735,782)	(\$621,713)	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,504,316	(\$204,524)	\$1,299,792

All Funds Budget Performance Summary Report (in 000's)

Month Ending September, 2024

NON-G.O. FUNDS	September, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$20,174	\$17,021	\$17,314	(\$293)	-2%
Utility Fund	\$4,533	\$4,403	\$3,785	\$618	16%
Total Revenues & Appropriations	\$24,707	\$21,424	\$21,099	\$325	2%
Expenses ('000s)					
General Fund Less Capital	\$16,679	\$14,066	\$7,389	(\$6,677)	16%
General Fund Capital	\$3,385	\$1,685	\$443	(\$1,242)	-280%
Utility Fund	\$4,533	\$3,483	\$1,899	(\$1,584)	-83%
Total Expenses & Appropriations	\$24,596	\$19,234	\$9,731	(\$9,503)	-98%
Revenue Less Expense ('000s)					
General Fund	\$110	\$1,270	\$9,482	(\$8,212)	
Utility Fund	\$0	\$920	\$1,886	(\$966)	
Revenue Less Expense	\$110	\$2,190	\$11,368	(\$9,177)	



General Fund Detail Budget Report

Month Ending September, 2024

	September, 2024		VERSUS PRIOR YEAR TO DATE		
	Current	Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)
Revenues/Sources					
Ad-Valorem Taxes	9,171,000		9,059,215	8,881,693	177,522 2.00%
Business Taxes	101,900		110,332	101,628	8,704 8.56%
Utility Taxes	1,031,800		1,203,978	1,209,670	(5,692) -0.47%
Permits & Franchise Fees	970,600		1,270,518	1,270,518	- 0.00%
Intergovernmental	1,456,200		826,902	1,344,837	(517,936) -38.51%
Donations	-		720	0	720
Charges for Services	1,951,900		2,081,472	1,859,625	221,847 11.93%
Fines & Forfeitures	97,800		162,140	88,478	73,662 83.25%
Non-G.O. Interest	495,000		1,068,701	790,511	278,190 35.19%
Unrealized Investment G/(L)	-		-	0	-
Miscellaneous & Fixed Asset Sales	220,500		155,488	532,222	(376,733) -70.79%
Internal Services	1,276,500		1,081,896	1,234,831	(152,935) -12.39%
Non G.O. Transfer In-Fund Balance	3,400,600		-	0	-
Non-G.O. Gen. Fund Revenue	\$ 20,173,800		\$ 17,021,362	\$ 17,314,012	\$ (292,650) -1.69%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000		152,302	177,274	(24,972) -14.09%
Executive	798,400		839,139	675,472	163,667 24.23%
Finance	687,900		539,471	533,532	5,939 1.11%
Legal Counsel	173,300		139,515	153,067	(13,552) -8.85%
Comp. Planning	125,100		89,330	103,539	(14,209) -13.72%
Information Technology	628,500		632,732	0	632,732
Other Gov't Services	59,000		38,311	295,574	(257,262) -87.04%
Public Safety Operations	7,091,300		6,224,990	6,298,838	(73,848) -1.17%
Building Dept.	761,100		653,575	556,472	97,103 17.45%
Emergency Mgmt - Hurricanes	-		-	357,672	(357,672) -100.00%
Phy. Envir. -- Solid Waste/Recycle	1,672,900		1,573,706	1,519,386	54,320 3.58%
Public Works Operations	1,815,700		1,609,260	1,563,310	45,950 2.94%
Inventory	-		-	0	-
Human Resources	48,400		-	65,878	(65,878) -100.00%
Parks & Rec	554,800		559,384	459,051	100,332 21.86%
Community Center	671,200		654,396	616,486	37,910 6.15%
Senior Center	-		-	0	-
Economic Development Programs	100,000		30,487	19,880	10,607 53.36%
Contingency/Transfers	1,040,400		-	0	-
Long-Term Debt	344,700		329,259	0	329,259
Non-G.O. Operations Expense	16,678,700		14,065,855	13,395,430	670,425 5.00%
Non-G.O. CAPITAL Expense	3,384,981		1,685,085	1,418,199	266,886 18.82%
Total Non-G.O. Expense	20,063,681		15,750,939	14,813,628	13,250,556 89.45%
Non-G.O. Revenue Less Expense	\$ 110,119		\$ 1,270,422	\$ 2,500,384	\$ 1,270,422 50.81%

Utility Fund Detail Budget Report
Month Ending September, 2024

			VERSUS PRIOR YEAR TO DATE		
				Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401	Current Budget	Current YTD Actual	Prior YTD Actual		
Operations Revenues					
Charges for Services	\$ 4,301,700	\$3,902,779	\$3,426,861	\$475,918	14%
Interest	215,000	484,456	338,514	145,942	43%
Total Operating Revenues	\$ 4,516,700	\$4,387,235	\$3,765,375	\$621,860	57%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$3,473,563	\$2,795,444	(\$678,119)	-24%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 4,516,700	\$3,473,563	\$2,795,444	(\$678,119)	-24%
Operations Margin	\$ -	\$913,672	\$969,931		
% Gain/(Loss)		26%	35%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 15,384	\$19,200	(\$3,816)	-20%
Impact Fee Interest	100	121	99	23	23%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 15,505	\$ 19,299	\$ (3,793)	-20%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 9,374	\$10,516	\$ 1,142	11%
Total Impact Fee Expense	\$ 16,100	\$ 9,374	\$10,516	\$ 1,142	11%
Impact Fee Margin	\$ -	\$ 6,131	\$ 8,783	\$ (2,651)	-30%
% Gain/(Loss)		65%	84%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 4,532,800	\$4,402,740	\$3,784,674	\$618,067	
TOTAL FUND Expense	\$ 4,532,800	\$3,482,937	\$2,805,960	(\$676,977)	
FUND Revenue Less Expense		\$919,803	\$978,714	(\$58,911)	

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending September, 2024

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative	Improvements	500,000	-
5130 Finance		-	-
5160 Information Technology	Equipment	185,500	-
5210 Pub. Safety Admin		-	-
5211 Patrol/Fire/Rescue	Equipment	453,000	269,023
5240 Building & Codes	Equipment	225,000	141,846
5410 Pub. Works Admin		-	-
5412 Pub. Works Bldg. Maint	Improvements	234,881	234,881
5413 Pub. Works Streets	Equipment	74,000	66,251
	Road Improvements Misc.	208,200	13,273
	<i>Gas Tax Financed</i>		
	<i>Appropriated Road Improvements</i>		-
	<i>Crosswalks</i>	-	-
5720 Parks	Improvements	1,489,900	945,680
	Equipment	14,500	14,131
5751 Community Center		-	-
5752 Senior Center		-	-
GENERAL FUND TOTAL		3,384,981	1,685,085
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,259,400	100,472
	EQUIPMENT	37,000	18,557
	Capital Offset to Depreciation Exp	(2,296,400)	(119,028)
GRAND TOTAL		3,384,981	1,685,085

INVESTMENT REPORT

September, 2024

Policy Restrictions

Investment		Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	96.3%	Yes
Cash & CDs	CASH			None	3.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 603	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 603	5.33%	0%
TOTAL SBA						\$ 1,206		0.0%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,733,818	1.75%	10%
U.S. Treasury Bill	912796ZV4	12/26/24	Investment	USGS	General Fund	\$ 2,079,378	1.88%	7%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,852,896	1.09%	10%
U.S. Treasury Bill	912797LN5	06/12/25	Investment	USGS	General Fund	\$ 3,846,244	3.41%	14%
U.S. Treasury Bill	912797LD7	11/14/24	Investment	USGS	General Fund	\$ 3,836,027	0.99%	14%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,802,288	2.94%	10%
U.S. Treasury Bill	912797LP0	12/12/24	Investment	USGS	Sewer Fund	\$ 1,605,517	1.80%	6%
U.S. Treasury Bill	912797HE0	12/12/24	Investment	USGS	Sewer Fund	\$ 5,477,575	1.51%	20%
U.S. Treasury Bill	912797LN5	10/31/24	Investment	USGS	Sewer Fund	\$ 1,648,390	3.41%	6%
TOTAL US TREASURIES						\$ 26,882,133		96.3%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,805	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 848,790	0.00%	3%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,670	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,896	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 1,022,110		3.7%

TOTAL CURRENT VALUE @ PERIOD END	\$27,905,449
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.9320%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year Date	To	Vs. Prior Fiscal Year End
G.O. Construction & Debt Service Funds	\$ -	\$ -	\$ -	-	\$ -
General Fund (excl. G.O. Funds)	\$ 24,129,394	\$ 25,306,494	\$ 22,766,293	\$ 22,766,293	\$ 22,766,293
Sewer Fund	\$ 12,412,780	\$ 12,247,034	\$ 11,266,685	\$ 11,266,685	\$ 11,266,685
TOTAL	\$ 36,542,174	\$ 37,553,528	\$ 34,032,978	\$ 34,032,978	\$ 34,032,978
Percent Change for Current	N/A	-2.7%	7.4%	7.4%	7.4%

Portfolio Report
September, 2024

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$603	5.60%	\$ 603		\$34
BoA	Cash-Pool Cash Account (5882)	\$6,815,418	0.00%	\$ 6,815,418		\$319
	<i>Includes Contraband Pool Cash</i>	\$70,789		\$ 70,789		\$0
	<i>Includes Economic Development Cash</i>	\$557,086		\$ 557,086		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>	-\$1,634,288		\$ (1,634,288)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,896	0.15%	\$ 36,896	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$848,790	0.00%	\$ 848,790	-	
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (191,624)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,831,559	2.03%	\$ 18,150,651	\$319,092	\$361,276
ALL GENERAL FUND			2.77%	\$ 24,129,394	\$319,092	\$363,588
				PRIOR MONTH	\$ 25,306,494	

SEWER OPERATING						
SBA	Investment (032)	\$603	5.60%	\$ 603	\$0	\$34
BoA	Sewer Operating Fund (4319)	\$1,821,307	1.14%	\$ 1,821,307		\$20,763
Seacoast	Cash (4966)	\$22,670	0.15%	\$ 22,670	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,753,589		\$0
JP Morgan	US Treasury Securities	\$8,554,213	1.92%	\$ 8,731,482	\$177,269	\$164,324
ALL SEWER OPERATING FUND			3.49%	\$ 12,329,651	\$177,269	\$185,154
				PRIOR MONTH	\$ 12,165,782	

SEWER IMPACT FEES (Restricted)							Add
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,805		\$123	
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 72,324		\$0	
ALL SEWER IMPACT			0.15%	\$ 83,129	\$0	\$123	
				PRIOR MONTH	\$ 81,252		

ALL FUNDS				1.50%	\$ 36,542,174	\$496,361	\$548,866
				PRIOR MONTH	\$ 37,553,527		
				MONTHLY CHANGE	\$ (1,011,353)		
				MONTHLY CHANGE %	-2.7%		

United States Government Securities
September, 2024

GENERAL FUND										
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Cost Basis	Yield to Maturity	Market Value	Market G/L	Income to Maturity
J.P.Morgan	US Treasury Bill (6-month)	912797HP5	05/30/24	11/29/24	\$ 2,755,000	\$ 2,684,037	1.75%	\$ 2,733,818	\$ 49,782	\$ 70,963
J.P.Morgan	US Treasury Bill (6-month)	912796ZV4	06/27/24	12/26/24	\$ 2,102,000	\$ 2,048,122	1.88%	\$ 2,079,378	\$ 31,256	\$ 53,878
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 3,954,300	\$ 3,766,585	3.41%	\$ 3,846,244	\$ 79,659	\$ 187,715
J.P.Morgan	US Treasury Bill (6-month)	912797LD7	08/15/24	11/14/24	\$ 3,858,000	\$ 3,809,317	0.99%	\$ 3,836,027	\$ 26,709	\$ 48,683
J.P.Morgan	US Treasury Bill (3-month)	912797HP5	08/29/24	11/29/24	\$ 2,875,000	\$ 2,838,980	1.09%	\$ 2,852,896	\$ 13,916	\$ 36,020
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000	\$ 2,684,518	2.94%	\$ 2,802,288	\$ 117,770	\$ 139,482
ALL GENERAL FUND					\$ 18,368,300	\$ 17,831,559		\$ 18,150,651	\$ 319,092	\$ 536,741
PRIOR MONTH								\$ 18,062,275	2.03%	

SEWER FUND										
J.P.Morgan	US Treasury Bill (6-month)	912797LP0	06/13/24	12/12/24	\$ 1,620,000	\$ 1,578,579	1.80%	\$ 1,605,517	\$ 26,938	\$ 41,421
J.P.Morgan	US Treasury Bill (6-month)	912797HE0	05/06/24	10/31/24	\$ 5,499,000	\$ 5,361,383	1.51%	\$ 5,477,575	\$ 116,192	\$ 137,617
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 1,694,700	\$ 1,614,251	3.41%	\$ 1,648,390	\$ 34,140	\$ 80,449
ALL SEWER OPERATING FUND					\$ 8,813,700	\$ 8,554,213		\$ 8,731,482	\$ 177,269	\$ 259,487
PRIOR MONTH								\$ 8,689,719	1.92%	

ALL FUNDS					\$ 27,182,000	\$ 26,385,772		\$ 26,882,133	\$ 496,361	1.99%
PRIOR MONTH								\$ 26,751,994		
MONTHLY CHANGE								\$ 130,139		
MONTHLY CHANGE %								0.5%		

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending October, 2024

October, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$1,463,888	\$1,269,471	\$194,417	13%
General Fund Sub-Total	\$1,463,888	\$1,269,471	\$194,417	13%
Sewer Fund Operations	\$413,208	\$322,228	\$90,980	22%
Sewer Fund Restricted Impact Fee	\$1,727	\$0	\$1,727	100%
Sewer Fund Sub-Total	\$414,936	\$322,228	\$92,707	22%
TOTAL ALL FUNDS FISCAL YTD	\$1,878,824	\$1,591,699	\$287,125	15%

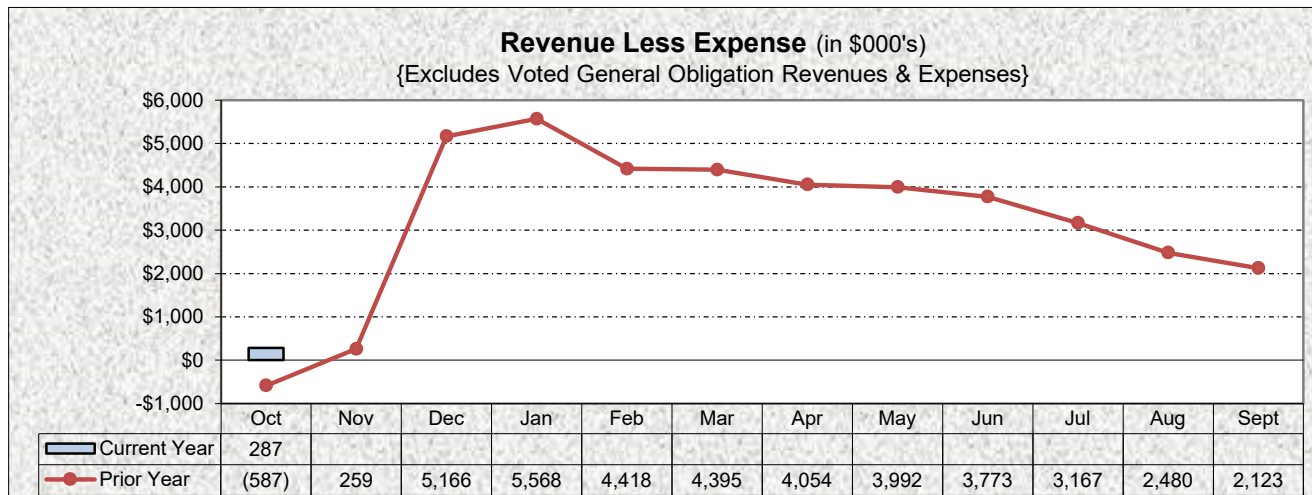
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$24,105,650	\$22,039,546	\$2,066,104	9%
Sewer Fund	\$12,761,634	\$11,494,621	\$1,267,013	11%
Sub-Total Operating Funds	\$36,867,284	\$33,534,167	\$3,333,117	10%
TOTAL ALL FUNDS	\$36,867,284	\$33,534,167	\$3,333,117	10%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$23,744)	\$116,386	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,193,998	(\$921,875)	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,170,254	(\$805,489)	\$364,765

All Funds Budget Performance Summary Report (in 000's)

Month Ending October, 2024

NON-G.O. FUNDS	October, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$23,914	\$1,464	\$490	\$974	199%
General Fund Capital	\$6,115	\$0	\$0	\$0	
Utility Fund	\$23,156	\$415	\$237	\$178	75%
Total Revenues & Appropriations	\$53,185	\$1,879	\$727	\$1,151	158%
Expenses ('000s)					
General Fund Less Capital	\$23,914	\$1,269	\$1,125	(\$144)	-13%
General Fund Capital	\$6,115	\$0	\$25	\$25	100%
Utility Fund	\$23,156	\$322	\$164	(\$158)	-96%
Total Expenses & Appropriations	\$53,185	\$1,592	\$1,314	(\$277)	-21%
Revenue Less Expense ('000s)					
General Fund	\$0	\$194	(\$660)	\$854	\$1
Utility Fund	\$0	\$93	\$73	\$20	27%
Revenue Less Expense	\$0	\$287	(\$587)	\$874	149%



General Fund Detail Budget Report

Month Ending October, 2024

	October, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,023,000	-	-	-	
Business Taxes	99,000	526	3,137	(2,611)	-83.23%
Utility Taxes	1,071,800	110,662	127,872	(17,211)	-13.46%
Permits & Franchise Fees	1,144,600	111,593	47,507	64,087	134.90%
Intergovernmental	2,148,200	52,908	58,599	(5,691)	-9.71%
Donations	-	-	-	-	
Charges for Services	1,967,000	158,935	149,138	9,798	6.57%
Fines & Forfeitures	105,000	-	3,581	(3,581)	-100.00%
Non-G.O. Interest	685,000	6,258	5,703	555	9.73%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	458,800	918,148	4,678	913,470	19526.56%
Internal Services	1,266,700	104,858	90,158	14,700	16.31%
Non G.O. Transfer In-Fund Balance	4,944,500	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 23,913,600	\$ 1,463,888	\$ 490,372	\$ 973,516	198.53%
Non-G.O. CAPITAL Revenue	6,115,000	-	25,000	(25,000)	-100.00%
Total Non-G.O. Revenue	30,028,600	1,463,888	515,372	948,516	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	15,534	16,418	(884)	-5.38%
Executive	829,800	55,272	75,364	(20,092)	-26.66%
Finance	762,800	48,274	35,472	12,802	36.09%
Legal Counsel	189,700	10,240	-	10,240	
Comp. Planning	148,000	10,695	7,005	3,690	52.68%
Information Technology	664,600	123,406	53,000	70,405	132.84%
Other Gov't Services	59,000	-	1,500	(1,500)	-100.00%
Public Safety-Admin	1,700,200	126,045	168,000	(41,955)	-24.97%
Public Safety-Patrol/Rescue/CID	5,550,700	426,980	361,527	65,453	18.10%
Public Safety-Auto Maint.	211,300	12,948	14,948	(2,000)	-13.38%
Public Safety Operations	7,462,200	565,973	544,475	21,498	3.95%
Building Dept.	757,700	44,073	39,680	4,394	11.07%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,631,200	136,684	124,386	12,299	9.89%
Public Works-Admin	531,000	41,372	58,580	(17,208)	-29.38%
Public Works-Bldg. Maint.	647,400	32,788	21,114	11,674	55.29%
Public Works-Streets	916,000	47,040	32,504	14,536	44.72%
Public Works Operations	2,094,400	121,200	112,197	9,003	8.02%
Inventory	-	-	-	-	
Human Resources	67,100	-	-	-	
Parks & Rec	591,800	29,659	75,448	(45,789)	-60.69%
Community Center	832,600	56,891	40,147	16,744	41.71%
Senior Center	-	-	-	-	
Economic Development Programs	100,000	960	-	960	
Contingency/Transfers	7,180,900	-	0	-	
Long-Term Debt	307,200	50,610	0	50,610	
Non-G.O. Operations Expense	23,913,600	1,269,471	1,125,091	144,380	12.83%
Non-G.O. CAPITAL Expense	6,115,000	-	25,000	(25,000)	-100.00%
Total Non-G.O. Expense	30,028,600	1,269,471	1,150,091	1,929,191	167.74%
Non-G.O. Revenue Less Expense	\$ -	\$ 194,417	\$ (659,719)	\$ 194,417	29.47%

Utility Fund Detail Budget Report

Month Ending October, 2024

			VERSUS PRIOR YEAR TO DATE		
				Vs. Prior Yr.	
Fund 401	Current Budget	Current YTD Actual	Prior YTD Actual	Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$ 4,739,200	\$273,843	\$228,814	\$45,029	20%
Interest	215,000	139,366	1,734	137,632	7937%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	7,642,700	0		0	
		0	0	0	
Total Operating Revenues	\$ 23,139,900	\$413,208	\$230,548	\$182,660	7957%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 23,139,900	\$322,228	\$158,574	(\$163,654)	-103%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 23,139,900	\$322,228	\$158,574	(\$163,654)	-103%
Operations Margin	\$ -	\$90,980	\$71,974		
% Gain/(Loss)		28%	45%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 1,717	\$6,475	(\$4,758)	-73%
Impact Fee Interest	100	10	10	0	3%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 1,727	\$ 6,485	\$ (4,758)	-73%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ -	\$5,736	\$ 5,736	100%
Total Impact Fee Expense	\$ 16,100	\$ -	\$5,736	\$ 5,736	100%
Impact Fee Margin	\$ -	\$ 1,727	\$ 749	\$ 978	131%
% Gain/(Loss)		100%	13%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 23,156,000	\$414,936	\$3,375,033	(\$2,960,097)	
TOTAL FUND Expense	\$ 23,156,000	\$322,228	\$2,494,287	\$2,172,058	
FUND Revenue Less Expense		\$92,707	\$880,746	(\$788,039)	

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending October, 2024

Department	Description	Budgeted*	Paid
30100 GF Improvements	Improvements	355,000	-
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	-
30500 PS Vehicles/Equipment	Equipment/Vehicles	1,557,800	-
30800 GF Transportation	Improvements	299,400	-
31700 GF Facility Renew/Replace	Building, Land, Improvements	2,754,000	-
32200 GF Leisure Capital	Improvements, Machinery	978,800	-
GENERAL FUND TOTAL		6,115,000	0
40800 SWR Equipment	Equipment	166,000	
40900 SWR Improvements	Improvements	11,524,000	
	Capital Offset to Depreciation Exp	(11,690,000)	-
GRAND TOTAL		6,115,000	0

INVESTMENT REPORT
October, 2024

Policy Restrictions

<u>Investment</u>		<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	96.3%	Yes
Cash & CDs	CASH			None	3.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 605	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 605	5.33%	0%
TOTAL SBA						\$ 1,211		0.0%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,745,150	1.50%	10%
U.S. Treasury Bill	912796ZV4	12/26/24	Investment	USGS	General Fund	\$ 2,087,328	1.67%	7%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,864,721	0.84%	10%
U.S. Treasury Bill	912797LN5	06/12/25	Investment	USGS	General Fund	\$ 3,851,882	3.35%	14%
U.S. Treasury Bill	912797LD7	11/14/24	Investment	USGS	General Fund	\$ 3,851,541	0.74%	14%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,813,904	2.69%	10%
U.S. Treasury Bill	912797LP0	12/12/24	Investment	USGS	Sewer Fund	\$ 1,611,538	1.58%	6%
U.S. Treasury Bill	912797ND5	12/12/24	Investment	USGS	Sewer Fund	\$ 5,497,273	1.95%	20%
U.S. Treasury Bill	912797LN5	05/01/25	Investment	USGS	Sewer Fund	\$ 1,650,806	3.35%	6%
TOTAL US TREASURIES						\$ 26,974,143		96.3%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,815	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 851,999	0.00%	3%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 107,816	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,673	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,901	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 1,030,204		3.7%

TOTAL CURRENT VALUE @ PERIOD END	\$28,005,557
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.8700%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
General Fund (excl. G.O. Funds)	\$ 24,105,650	\$ 24,129,394	\$ 24,129,394	\$ 24,129,394
Sewer Fund	\$ 12,761,634	\$ 12,410,903	\$ 12,401,975	\$ 12,401,975
TOTAL	\$ 36,867,284	\$ 36,540,297	\$ 36,531,369	\$ 36,531,369
Percent Change for Current	N/A	0.9%	0.9%	0.9%

Portfolio Report
October, 2024

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	912797HP5	5.60%	\$ 605		\$34
BoA	Cash-Pool Cash Account (5882)	912796ZV4	0.00%	\$ 7,038,676		\$329
	<i>Includes Contraband Pool Cash</i>			\$ 70,789		\$0
	<i>Includes Economic Development Cash</i>	912797LD7		\$ 554,901		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>	912797HP5		\$ (1,953,784)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,901	0.15%	\$ 36,901	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$851,999	0.00%	\$ 851,999	-	
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (191,088)		\$0
	CD (5936)	\$107,816	1.85%	\$ 107,816	\$0	\$1,995
JP Morgan	US Treasury Securities	\$17,831,559	1.82%	\$ 18,214,525	\$382,966	\$324,832
ALL GENERAL FUND			2.89%	\$ 24,105,650	\$382,966	\$327,246
PRIOR MONTH				\$ 24,129,394		

SEWER OPERATING						
SBA	Investment (032)	\$605	5.60%	\$ 605	\$0	\$34
BoA	Sewer Operating Fund (4319)	\$1,823,050	1.14%	\$ 1,823,050		\$20,783
Seacoast	Cash (4966)	\$22,673	0.15%	\$ 22,673	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 2,072,902		\$0
JP Morgan	US Treasury Securities	\$8,691,099	2.14%	\$ 8,759,618	\$68,518	\$186,319
ALL SEWER OPERATING FUND			2.62%	\$ 12,678,849	\$68,518	\$207,169
PRIOR MONTH				\$ 12,329,651		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,815		\$123
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 71,970		\$0
ALL SEWER IMPACT			0.15%	\$ 82,785	\$0	\$123
PRIOR MONTH				\$ 81,252		

ALL FUNDS			1.45%	\$ 36,867,284	\$451,484	\$534,538
PRIOR MONTH				\$ 36,540,297		
MONTHLY CHANGE				\$ 326,987		
MONTHLY CHANGE %				0.9%		

United States Government Securities

October, 2024

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (6-month)	912797HP5	05/30/24	11/29/24	\$ 2,755,000		\$ 2,684,037	1.50%	\$ 2,745,150	\$ 61,114		\$ 70,963
J.P.Morgan	US Treasury Bill (6-month)	912796ZV4	06/27/24	12/26/24	\$ 2,102,000		\$ 2,048,122	1.67%	\$ 2,087,328	\$ 39,205		\$ 53,878
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 3,954,300		\$ 3,766,585	3.35%	\$ 3,851,882	\$ 85,296		\$ 187,715
J.P.Morgan	US Treasury Bill (6-month)	912797LD7	08/15/24	11/14/24	\$ 3,858,000		\$ 3,809,317	0.74%	\$ 3,851,541	\$ 42,223		\$ 48,683
J.P.Morgan	US Treasury Bill (3-month)	912797HP5	08/29/24	11/29/24	\$ 2,875,000		\$ 2,838,980	0.84%	\$ 2,864,721	\$ 25,741		\$ 36,020
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000		\$ 2,684,518	2.69%	\$ 2,813,904	\$ 129,386		\$ 139,482
ALL GENERAL FUND					\$ 18,368,300		\$ 17,831,559		\$ 18,214,525	\$ 382,966	\$ -	\$ 536,741
PRIOR MONTH									\$ 18,150,651	1.82%		

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797LP0	06/13/24	12/12/24	\$ 1,620,000		\$ 1,578,579	1.58%	\$ 1,611,538	\$ 32,959		\$ 41,421
J.P.Morgan	US Treasury Bill (6-month)	912797ND5	10/31/24	05/01/25	\$ 5,619,000		\$ 5,498,270	1.95%	\$ 5,497,273	\$ (996)		\$ 120,730
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 1,694,700		\$ 1,614,251	3.35%	\$ 1,650,806	\$ 36,556		\$ 80,449
ALL SEWER OPERATING FUND					\$ 8,933,700		\$ 8,691,099		\$ 8,759,618	\$ 68,518		\$ 242,601
PRIOR MONTH									\$ 8,731,482	2.14%		

ALL FUNDS	\$ 27,302,000	\$ 26,522,659		\$ 26,974,143	\$ 451,484	1.93%
			PRIOR MONTH	\$ 26,882,133		
			MONTHLY CHANGE	\$ 92,010		
			MONTHLY CHANGE %	0.3%		



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 10, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Approval for Labor Law Legal Services with Allen Norton & Blue

SYNOPSIS:

If approved, this will continue the use of labor law services with the firm of Allen, Norton & Blue.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends the approval.

SUGGESTED MOTION:

ATTACHMENT: 1. DBS Agreement for legal services 3 yr 2025-2027

AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES

THIS AGREEMENT is made and entered into effective on date last signed below by and between the City of Daytona Beach Shores, Florida (“City”) and Allen Norton & Blue, P.A. (“Law Firm”).

WITNESSETH:

WHEREAS, the City desires to retain the services of the Law Firm in connection with general consultation and representation on labor and employment matters, and

WHEREAS, the Law Firm has been selected to represent the City’s interests in these matters.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Law Firm and the City hereby agree as follows:

1. The City hereby engages Law Firm to provide legal representation to the City for labor and employment related legal matters as set forth in this Agreement in a timely, professional, and competent manner.
2. The services to be rendered under this Agreement are as follows:
 - a. Representation of the City’s interests with regard to labor and employment matters, as requested by the City;
 - b. Consultation with the City Attorney’s office as needed concerning labor and employment legal issues; and
 - c. Legal services related to the above.
3. The billing rate is \$315.00 per hour for partners and associates and \$125.00 per hour for paralegals. These hourly rates are subject to an automatic 5% annual increase.
4. The City will pay reasonable costs and out-of-pocket expenses.
5. Law Firm will send a monthly itemized billing statement showing the correct amount of time for each person who renders billable services, the hourly rate, the amount of fees for the services and the services provided. Clerical services are deemed to be overhead and not billable as paralegal time. The billing will also itemize the expenses. The City will pay upon correct billings at its next billing cycle, not to exceed forty-five (45) days.

6. For the duration of this Agreement the Law Firm will not accept or represent clients in matters adverse to the City without prior written authorization.
7. The term of this Agreement shall commence on date set forth below and shall remain in effect for three (3) years. This Agreement is terminable by either party upon fifteen (15) days written notice by one to the other. As long as the Law Firm is not in breach of this Agreement, the City will pay the Law Firm for all services rendered to the date of the receipt of the notice of termination. The Law Firm will not terminate the Agreement at such a time or in such a manner that the rights of the City in any proceeding will be prejudiced.
8. This Agreement shall be modified only by a written agreement duly executed by the City and Law Firm.
9. This Agreement contains all agreements between the Parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as the dates and year written below.

CITY OF DAYTONA BEACH SHORES

Attest: _____

By: _____

Date: _____, 2024

Date: _____, 2024

ALLEN NORTON & BLUE, P.A.

By: _____

John "J.K." W. Keller, IV

Date: _____, 2024



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 10, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of US Architectural & Sun Valley Lighting Purchase Request For Streetlight Fixtures

SYNOPSIS:

Hurricane Milton impacted the City of Daytona Beach Shores on October 9-10, 2024. Among other things, the city incurred damage to 30 decorative streetlight fixtures and 10 fixture arms. The total replacement cost of the aforementioned as quoted by the city's sole source provider agent is \$55,508. Due to the amount of this request, which is above the City Manager's spending authority, City Commission approval is required.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval.

ATTACHMENT: 1. US Architectural & Sun Valley Lighting Purchase Request For Light Fixtures-12-24

===== Bill To CITY OF DAYTONA BEACH SHORES 2990 S. ATLANTIC AVENUE DAYTONA BEACH SHORES, FL 32118	Requisition 00000082-00 FY 2025 Acct No: 15413-30460 Review: Buyer: Status: Released =====
--	--

Page 1

Vendor U.S. ARCHITECTURAL & SUN VALLEY LIGHTINC 660 WEST AVENUE O PALMDALE, CA 93551 Tel#800-877-6537 Fax 661-233-2001	Ship To CITY OF DAYTONA BEACH SHORES 2990 S. ATLANTIC AVENUE DAYTONA BEACH SHORES, FL 32118
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	004829				COMMUNITY SERVICES ADMIN

LN Description / Account	Qty	Unit Price	Net Price
001 QUOTE: LAND24-144391-DRAFT 30-SBMTL-3551, REV. 2*MOD/OV1-CA-GRV-V-36LED-350MA-NW/4 OK-120-277V(UNV)-1-RAL8019T-DK BRNZ TEXT*P/N#162219 10-SBMTL-3551, REV. 2*MOD/XBC-2-180-RAL8019T-DK BRNZ TEXT*P/N#162218 4 PART REF: SBMTL-3551, REV.2 XBC ARM*TRULEVEL (FEMALE) COUPLER ACCESS DOOR-WITH HARDWARE-RAL8019T-DK BRNZ TEXT*P/N#TBD	1.00 EACH	55508.00000	55508.00
1 15413-30460		55508.00	
Requisition Total			55508.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
15413-30460	55508.00	161345.25

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/27/24	Cruz, Stewart	
Queued	11/27/24	Irwin, Lory	
Pending		Swartzlander, Kurt	

=====	=====
Bill To	Requisition 00000082-00 FY 2025
CITY OF DAYTONA BEACH SHORES	
2990 S. ATLANTIC AVENUE	Acct No:
	15413-30460
DAYTONA BEACH SHORES, FL	Review:
32118	Buyer:
	Status: Released
	Page 2
=====	=====

Vendor	Ship To
U.S. ARCHITECTURAL & SUN VALLEY LIGHTING	CITY OF DAYTONA BEACH SHORES
660 WEST AVENUE O	2990 S. ATLANTIC AVENUE
	DAYTONA BEACH SHORES, FL 32118
PALMDALE, CA 93551	
Tel#800-877-6537	
Fax 661-233-2001	

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/25/24	004829				COMMUNITY SERVICES ADMIN
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

REQUESTOR: Dean Young DATE: 11/25/2024

SUPERVISOR INITIALS: TM DATE: 11-25-24

C/S DIRECTOR INITIALS: _____ DATE: _____

VENDOR: Landreth Lighting, Inc. VENDOR NUMBER: _____

ADDRESS: 2250 Lucien Way Suite 110 Maitland, FL 32751

PAYMENT TYPE:

PURCHASE ORDER/BPO
FOR CHECK X CREDIT CARD: _____

PURPOSE: Street Light Replacement From Hurricane Milton

[illegible]

LANDRETH

Integrated Digital Lighting Solutions

Date: Nov 22, 2024

Project City of Daytona Beach Shores
Location
Quote LAND24-144391-DRAFT

Landreth Lighting, Inc
 2250 Lucien Way
 Suite 110
 Maitland FL 32751
 Phone: (407) 682-6255
 Fax:
 www.landrethinc.com
 From: ALVIN PASAG

To: Dean young
 EMail: dyoung@cityofdb.org

For
Bid Date Nov 22, 2024
Expires Dec 22, 2024

Remarks:

PLEASE CONFIRM ALL FOR ACCURACY IF CHANGES ARE NEEDED -CONTACT LANDRETH FOR A REVISED QUOTE.

QTY	Type	MFG	Part
		#1	
30		USARCH	SBMTL-3551,REV.2 * MOD/OV1-CA-GRV-V-36LED-350MA-NW/40K-120-277V[UNV]-1-RAL8019T-DK BRNZ TEXT * P/N# 162219
10		USARCH	SBMTL-3551,REV.2 * MOD/XBC-2-180-RAL8019T-DK BRNZ TEXT * P/N# 162218

Total for: #1		\$55,400.00
4	PART	
	#3	
	USARCH	REF: SBMTL-3551,REV.2 XBC ARM, TRULEVEL (FEMALE) COUPLER ACCESS DOOR WITH HARDWARE-RAL8019T-DK BRNZ TEXT * P/N# TBD
Total for: #3		\$108.00
Total:		\$55,508.00

Notes:

#1
 * PLEASE REQUEST ADDER IF 480V IS REQUIRED *

SUN VALLEY LIGHTING
 8-10 WEEK LEAD TIME A/R/O (PENDING ANY CLARIFICATONS)
 QUOTED PRICES AND LEAD TIME ARE VALID FOR 30 DAYS
 FREIGHT ALLOWED @ \$3,500- ON ONE COMPLETE SHIPMENT

#3

Special Instructions -- ** REF: PREVIOUS SO#'s C1515 (APRIL/2024), B9814 (JUNE/2023) & SO# B7245 (JUNE/2022) **
 ** REVISED/UPDATED 11/01/2024 **

SUN VALLEY LIGHTING
 6-8 WEEK LEAD TIME A/R/O (PENDING ANY CLARIFICATONS)
 QUOTED PRICES AND LEAD TIME ARE VALID FOR 30 DAYS
 FREIGHT ALLOWED @ \$3,500- ON ONE COMPLETE SHIPMENT

Terms and conditions of sale:

The equipment covered by this quote represents our interpretations of the requirements, given the information available to us. If actual equipment differs from quoted equipment, we reserve the right to revise our quote.
 Pendant hung fixtures at factory standard OAH unless otherwise noted. Longer

LANDRETH

Integrated Digital Lighting Solutions

Date: Nov 22, 2024

Project City of Daytona Beach Shores
Location
Quote LAND24-144391-DRAFT

Landreth Lighting, Inc
2250 Lucien Way
Suite 110
Maitland FL 32751
Phone: (407) 682-6255
Fax:
www.landrethinc.com
From: ALVIN PASAG

To: Dean young
Email: dyoung@cityofdbbs.org

For
Bid Date Nov 22, 2024
Expires Dec 22, 2024

suspension may incur a cost adder.
Contractor to verify location of feed for wall mounted linears.
Prices firm for 30 days for shipment in 60 days.
Manufacturer's standard freight terms and conditions for sale apply.
EXTENDED/SPECIAL WARRANTIES ARE AN UPCHARGE AND NOT INCLUDED UNLESS NOTED.
No spare material is included unless noted.
Any deviation voids this quote.
Alternate Fixtures are not included in the total.
No surge suppression of any kind is included in this quotation unless otherwise noted.
In-line fusing is not included. Distributor is to supply fuse holders and fusing.
Dimming or dimmable fixtures not included unless otherwise noted.
ALL ORDERS MUST HAVE QUOTATION NUMBER REFERENCED.
All quote requests received by Landreth, Inc. must identify the exact location of the project. If the project is located outside of Orange, Seminole, Lake, Marion, Osceola, Brevard, Volusia, and Flagler Counties of Florida without notification to Landreth, Inc. at the time of the quote request, the quotation is void.

DRAFT ONLY



CITY OF DAYTONA BEACH SHORES
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	11/25/24
TO:	Stewart Cruz
FROM:	Tom Brown <i>(TB)</i>
Product/Service Description:	Decorative Pole Light Heads and Arms
	Hurricane Milton Damage

PART I

☐ First Application ☒ XX Renewal

Sole Source • Single Source • Sole Brand • Standardization

It is the policy of the City of Daytona Beach Shores to consistently purchase goods and services using full and open competition. The taxpayers in City of Daytona Beach Shores are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When user department(s) determines that other than full and open competition is necessary or in the best interest of City of Daytona Beach Shores, appropriate justification for that course of action must be submitted to the City Manager for approval to waive the competitive procurement process.

Request for: ☒ Sole Source ☐ Sole Brand ☒ XX Single Source
☒ XX Standardization (More than one box above may be checked)

- * **Sole Source** (use for single purchase only) the supply of a product or service so uniquely* qualified that it is only available from a solitary source.
- * **Single Source** (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements
- * **Sole Brand** (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable
- * **Standardization** (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

FINAL INSPECTION IS REQUIRED FAILURE TO OBTAIN A FINAL INSPECTION MAY RESULT IN A PENALTY

Definition of Uniquely*:

1. Being the only one of its kind
2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

Signature of Requestor:	
Proposed Vendor:	Landreth/US Arch
Product:	Decorative Light Pole Light head and arms
Estimate Cost of Purchase	\$55,508.00

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED (Attach additional sheets if necessary for explanations)

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific regarding specification, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

In order to maintain the city's streetscape standards and aesthetics the aforementioned vendor is the only vendor we can purchase the matching custom pole light heads from.

2. Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

The light heads are custom made and match the decorative poles, others would not match correctly or fit together the same.

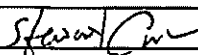
3. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.

Any other manufacturer would mean replacing all the poles or having them not match the existing.

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

APPROVAL AUTHORITY: In accordance with the City's procurement procedures, it is requested that you review that information contained herein and make your recommendation begin/continue the above requested procurement.

Approved By: Department Head (5,000.00 – 30,000.00)



Date: 11-26-24

Approved By: City Manager (30,000.01 – 50,000.00)

Date:

Approved By: City Commission (50,000.01 & Over)



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: Approval of contract to purchase Sutphen fire engine

SYNOPSIS:

This item is for approval of a piggyback contract for the budgeted replacement fire engine.

FISCAL IMPACT STATEMENT:

This is a budgeted item and has a cost savings of \$122,460.00 if the city prepays. The last engine had to be prepaid but there was no prepayment discount.

BACKGROUND:

The commission approved a one million dollar capital expenditure for replacement of one of the two Public Safety fire trucks. Staff assembled a committee to evaluate available options and determined that the Sutphen Monarch Custom Pumper was the desired apparatus. The build time is 37-39 months.

Staff have secured a piggyback contract through Sourcewell to comply with the procurement process. The contract has been reviewed and approved by legal and is attached to this item.

The contract includes a \$122,460.00 discount for prepayment. The total cost, including the discount, is \$927,215.00 which is \$72,785.00 under budget.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval

SUGGESTED MOTION:

I move we approve the item as presented on consent.

ATTACHMENT: 1. DBS SOURCEWELL AGREEMENT

CITY OF DAYTONA BEACH SHORES'
AGREEMENT TO PIGGYBACK PRICES CONTRACTED BY SOURCEWELL

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this day of _____, 2024, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and THE SUTPHEN CORPORATION, an Ohio Corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), concerning that certain agreement entitled "Solicitation Number: RFP #113021, CONTRACT" between Contractor and Sourcewell, dated February 8, 2022 (hereinafter referred to as "Sourcewell Contract")

WITNESSETH:

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

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

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

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

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

WHEREAS, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat Sec. 123A.21, which is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and other governmental entities; and

WHEREAS, On or around the November 2, 2021, Sourcewell advertised a Request for Proposals for Bid No.: RFP 113021, for Firefighting Apparatus and Fire Service Vehicles; and

WHEREAS, Sourcewell thereafter awarded the bid to Contractor based on the terms and conditions set forth in the Sourcewell Contract between Contractor and Sourcewell, Minnesota, dated on or around the February 8, 2022; and

WHEREAS, the initial term of the Sourcewell Contract was four (4) years, with the option to renew for one (1) additional one-year term; and

WHEREAS, the Firefighting Apparatus and Fire Service Vehicles provided by Contractor are needed by the City of Daytona Beach Shores; and

WHEREAS, Ordinance 2022-13, section 2-9 (i) (3) of the City of Daytona Beach Shores Code of Ordinances authorizes the city manager to recommend the purchase of personal property and contractual services by "piggy-backing" on an award by another governmental entity's competitive bidding process if certain criteria are met; and

WHEREAS, the City Manager finds the Sourcewell Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Daytona Beach Shores; 2) The City of Daytona Beach Shores and Contractor authorize the "piggyback" on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Daytona Beach Shores to enter into an agreement with Contractor containing similar terms and conditions as contained in the Sourcewell Contract; and

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

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

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

2. **Standard Terms and Amendment.** This Agreement to "piggyback" services hereby amends and supplements the terms of the Sourcewell Contract. The City of Daytona Beach Shores and its equivalent staff and address shall be substituted for Sourcewell, Minnesota and its staff and addresses, as may be required in the awarded Sourcewell Contract. In the event of a conflict between the terms of the Sourcewell Contract and terms of this Agreement to "piggyback," the terms of this Agreement to "piggyback" shall prevail.

3. **Equipment.** Contractor agrees to furnish one (1) Sutphen Monarch Custom Pumper, as described in the Specifications attached hereto and incorporated herein as Exhibit "A" ("Specifications"). The City agrees to pay Contractor for the equipment at the rates and prices set forth in the Sourcewell Contract. However, in no event shall the payment for one (1) Sutphen Monarch Custom Pumper exceed the lump sum amount set forth in the Proposal attached hereto as Exhibit "B". Any conflict between the terms and conditions set forth in the Proposal and the Sourcewell Contract (as amended by this Agreement) shall be resolved in favor of the body of the Sourcewell Contract (as amended by this Agreement).

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

5. Payment. The City of Daytona Beach Shores shall pay Contractor in accordance with the City's procurement policy and Florida law.

6. 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.

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

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

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

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

(iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

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

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

A. None.

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: Drew Sutphen

Title: President

Company: Sutphen Corporation

ATTEST:

City of Daytona Beach Shores

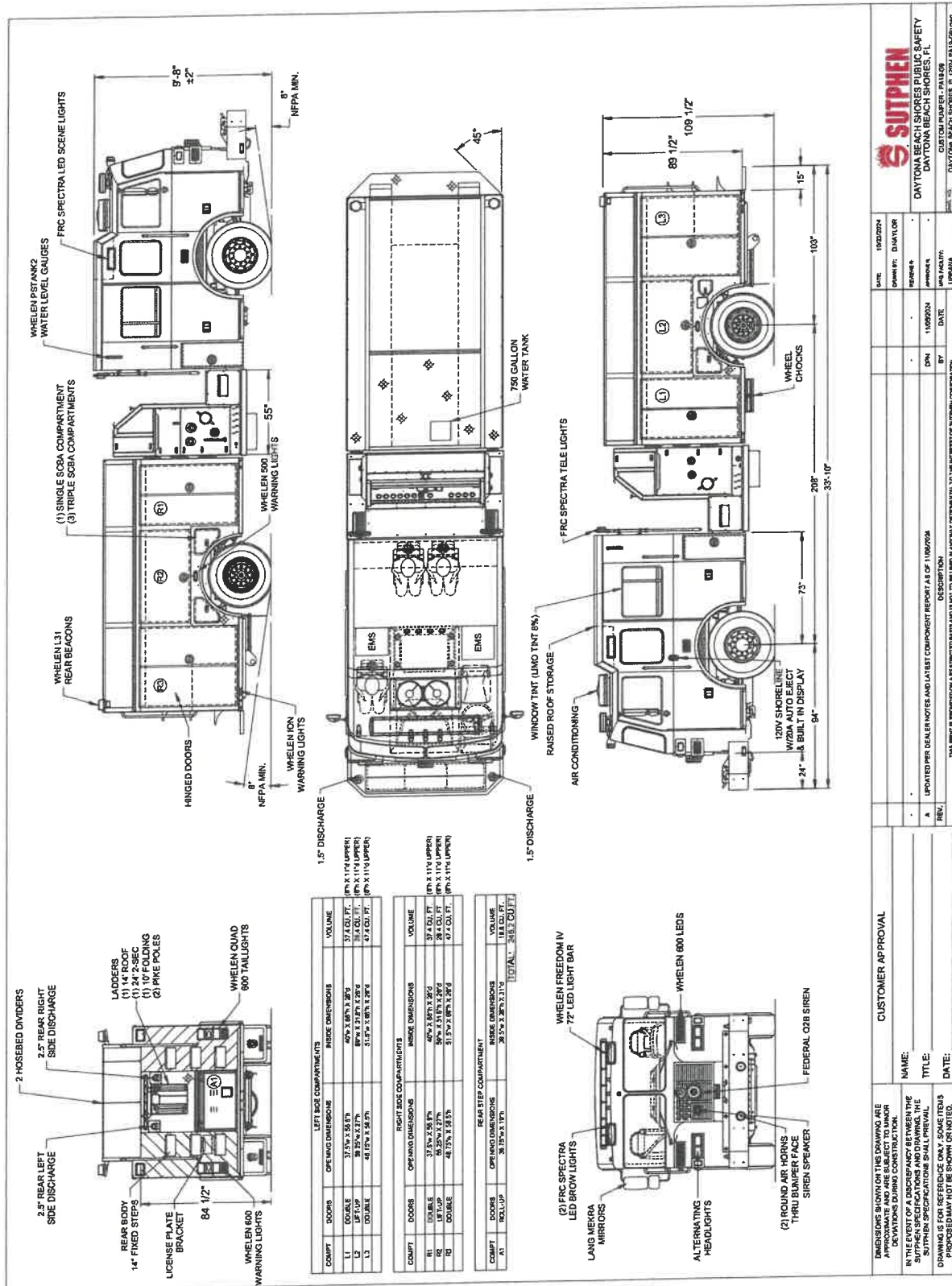
Cheri Schwab, City Clerk

Nancy Miller, Mayor

APPROVED AS TO FORM

**Gretchen R. H. “Becky” Vose,
City Attorney**

Exhibit "A"



DAYTONA BEACH SHORES PUBLIC SAFETY
DAYTONA BEACH SHORES, FL
CUSTOM NUMBER - P-18-09
DAYTONA BEACH SHORES, FL (08/11/12-09/12/12)

DATE: 10/02/2014
DRAWN BY: D. WATSON
CHECKED BY: J. WATSON
DATE: 11/09/2014
DATE: 11/09/2014

DESCRIPTION: 1100000000
BY: J. WATSON
DATE: 11/09/2014

THIS PRINT IS PROVIDED ON A NON-RECYCLED PAPER AND IS NOT TO BE USED IN ANY MANNER THAT WOULD BE CONSIDERED AS A VIOLATION OF THE FEDERAL TRADE COMMISSION ACT.

CUSTOMER APPROVAL
NAME: _____
TITLE: _____
DATE: _____

DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE. THE CUSTOMER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS PRIOR TO CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME DETAILS MAY NOT BE SHOWN UNLESS SPECIFIED.



Sutphen
Component Report
Dealership: South Florida
Emergency Vehicles

HS- City of Daytona Beach Shores, Florida
Customized Pumper

Order#: DQ14688-1
Contact: Kathryn Gotz
Position: LT
Phone: 386-763-5321
Mobile:
Email: kgotz@cityofdbbs.org

Bill To

Customer: City of Daytona Beach Shores
Contact: Kathryn Gotz, LT
Address: 2990 S ATLANTIC AVE

DAYTONA BEACH SHORES, Florida 32118

Ship To

Customer: City of Daytona Beach Shores
Contact: Kathryn Gotz, LT
Address:

Daytona Beach Shores , Florida

Comments

Project Manager:
Sales Person:
Revision Level:
Truck Type:
Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	Urbana	1	Facility = Urbana
2		1	**ENG Truck Series = Customized
3		1	**ENG Pump Module Series = Program Module
4		1	**ENG Electrical System = Point-to-Point
5	Sourcewell	1	Cooperative Purchasing =Sourcewell
6	10000200	1	PROPOSAL DRAWINGS
7	10000210	1	APPROVAL DRAWINGS
8	10000225	1	STD WIRING SCHEMATIC (USB)
9	10000301	3	~PRECONSTRUCTION CONFERENCE, ZONE 2 - PER PERSON, PER TRIP (3)
10	10000311	3	~FINAL INSPECTION TRIPS, ZONE 2 - PER PERSON, PER TRIP (3)
11	10088888	1	G9 BODY
12	10310100	1	CHASSIS
13	10010001	1	CHASSIS, CUSTOM

Line	Item #	Qty	Item Description/Comments
14		1	**ENG Modified Wheelbase
15	51070208	1	Wheelbase = TBD
16	51010310	1	WHEELBASE GREATER THAN 200"
17		1	**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.
18	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)
19	45040100	1	FRONT BUMPER CLIP
20	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
21	46010000	1	REAR TOW EYES, PAINTED
22	40010250	1	STEERING - ROSS TAS-85
23	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
24	23015010	1	ENGINE, CUMMINS X10 MHD 450HP DOC-DPF-DEF-SCR OBD
25	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
26	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
27	23030006	1	AIR INTAKE/EMBER SEPARATOR
28	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
29	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
30	47012510	1	TRANSMISSION, ALLISON GEN 6, EVS3000 (L9, X10MHD)
31	23110000	1	JACOBS ENGINE BRAKE
32	47024050	1	TRANSMISSION COOLER
33	47030000	1	ALLISON TOUCH PAD SHIFTER
34	47030150	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED
35	21021200	1	COOLING SYSTEM
36	21030195	1	COOLANT FILTER
37	21030000	1	FAN CLUTCH
38	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
39	26010000	1	FUEL TANK, STEEL, 65 GALLON
40	26030000	1	FUEL FILL

Line	Item #	Qty	Item Description/Comments
41	26030100	1	FUEL COOLER
42	24040000	1	DIESEL EXHAUST FLUID TANK
43	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA
44	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
45	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
46	15031700	1	BATTERY JUMPER TERMINALS
47	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
48		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
49	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
50	15040100	3	120V OUTLET WIRED TO SHORELINE INLET - EA (3)
51		1	**ENG Nema Number = 5-20 House Plug Duplex.
52		1	**ENG Outlet Locations = (1) one R1 compartment above top shelf, right wall, towards the back wall (1) one R3 compartment, right wall high towards the back wall (1) one top of A/C tool mounting plate, driver side edge of plate, centered from front to back
53		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
54		1	**ENG Shoreline Cover Color = Black.
55	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
56	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
57	41040510	1	STEER ASSIST
58	43010310	1	FRONT TIRES, MICHELIN 385/65R22.5 LRL X MULTIWAY HD XZE 22.5 x 12.25 WHEELS
59	14510520	1	REAR AXLE, MERITOR RS-24-160 24,000 LB.
60	14530100	1	TOP SPEED, 68 MPH
61	42010010	1	REAR SUSPENSION, FIREMAAX 24,000 LBS. AIR RIDE
62	44010350	1	REAR TIRES, MICHELIN 12R22.5 LRH XZE HIGHWAY 24,000 - 27,000 GVWR
63	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
64	44210000	1	WHEELS, STEEL (max 27K rear)
65		1	**ENG Color of Steel Wheels = BLACK
66	44230210	1	BALANCE STEEL WHEELS, SINGLE AXLE

Line	Item #	Qty	Item Description/Comments
67	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
68	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
69	44271100	1	MUD FLAPS, FRONT (PAIR)
70	44271200	1	MUD FLAPS, REAR (PAIR)
71		1	**CLAR NOTES, LUG NUTS AND CAPS WILL BE BLACK
72	54010020	1	DATA, SAFETY & WARNING TAGS APPLICATION, SCREW-ON
73	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)
74	18030605	1	UNITED SAFETY VEHICLE BRAKE LOCK SYSTEM
75	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
76	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
77	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
78		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
79	18210000	1	ELEC STABILITY CONTROL SYST
80	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
81	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
82	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
83	10310110	1	CAB
84	11023250	1	CAB TSAL4E 73" 10" RR 1/2
85	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
86	11030950	1	CAB LOCKDOWN LATCHES
87	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
88	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
89	11031100	1	MANUAL BACK-UP TILT SYSTEM
90	11031350	1	CAB DOORS, FULL LENGTH (4)
91	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
92	11031396	1	CAB STEP LIGHTING, FEDERAL SIGNAL COMPLEX LED STRIP LIGHTS
93	11031421	1	CAB DOOR WINDOWS, POWER (4)

Line	Item #	Qty	Item Description/Comments
94	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
95	11031460	1	NO WINDOWS, BACK WALL OF CAB
96	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
97	52010010	1	ELECTRIC INTERMITTENT WIPERS
98	52030200	1	WINDSHIELD WASHER RESERVOIR
99	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
100	11024420	1	UPPER GRILLE, AMERICAN FLAG LEVEL STYLE FACADE (X SERIES)
101	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
102	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)
103	32588888	1	SPECIAL ITEM, BACKLIGHT GRILL 3 COLORS
104		1	**CLAR NOTES, RED WHITE AND BLUE MATCH HS 6683
105	20012220	1	BUMPER, 24" FORMED STEEL CHANNEL, PAINTED
106		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
107	20029810	1	BUMPER SIDES, PAINTED STEEL, FLAT (12"-24" EXTENSION)
108	20029910	1	BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)
109	20040215	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (24" BUMPER)
110	20030120	1	STORAGE WELL COVER, TREADPLATE, 4" RAISE
111	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
112	20042160	1	PROTECTIVE BUMPER COATING, RAPTOR, ENTIRE BUMPER
113		1	**ENG Protective Bumper Coating Color = BLACK.
114	20088888	1	SPECIAL ITEM, DIVIDER IN TROUGH
115		1	**CLAR NOTES, Loads for front discharges= Officer Side = 150' OF 1.75" Driver Side 200' OF 1.75" With divider in trough to separate. Divider runs from driver side to officer side, Fully Adjustable
116	12010420	1	AIR HORNS, DUAL, HADLEY E TONE H09324AC ROUND, 24.5", THRU BUMPER
117	12030350	1	LANYARD CONTROL FOR AIR HORNS
118	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT

Line	Item #	Qty	Item Description/Comments
119	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON
120	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
121	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
122	12550100	1	LOW FREQUENCY ELEC SIREN, WHELEN HOWLER W/(2) SPEAKERS
123	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
124		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
125	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
126		1	**ENG Siren Brake Switch For Driver
127	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
128	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
129		1	**ENG Siren Brake Switch For Officer
130	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING & TURN SIGNAL)
131		1	**ENG Headlight Interior Finish = Black.
132	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
133	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)
134	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
135	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
136	27030610	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (1)
137	27030650	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (1)
138	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
139	27030110	1	HANDRAILS, REAR CAB INTERIOR DOOR, KNURLED STS AT WINDOW (2) ONLY
140	27040100	1	INTERIOR DOOR, NYLON STRAP (FRONT & REAR CAB DOORS)
141	11035416	1	RAPTOR REAR EXTERIOR WALL OF CAB, SINGLE TONE (AERIAL OR TOP MOUNT)
142	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
143	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
144	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
145	11032450	1	COMPT DOOR LOCK - NOT PROVIDED

Line	Item #	Qty	Item Description/Comments
146	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
147	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
148	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
149	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
150	11032100	1	NO OPENING TO CREW SEAT COMPT
151	11088888	1	SPECIAL ITEM, ECLIPSE BLACK OUT PACKAGE
152		1	**CLAR NOTES, EVERYTHING BLACK Chassis - Hub Covers (Textured Raptor). - Grip Strut Steps Treadplate Steps/Stepwell (Textured Raptor). - Mirrors (Textured Raptor). - Upper Front Grill (Textured Raptor). - Lower Front Grill (Textured Raptor). - Front Bumper Treadplate (Textured Raptor). - Entire Bumper (Textured Raptor). - Storage Well Lip (Textured Raptor). - Storage Well Cover (Textured Raptor). - Air Horns (Textured Raptor). - Federal Q Cover (Textured Raptor). - Headlight Housings (Textured Raptor). - ALL Grab Handrails Outside of Cab (Powder Coat). - Coat Hooks (Powder Coat). - J Chanel at Door Hinges (Textured Raptor). - Wheel Well Trim Fenderettes (Textured Raptor). - Exterior Door Handles Including "D" Handles (Powder Coat). - Rear of Cab to be solid Truck Color = Black Textured - All Light Bezels to be Black Pump Module: - Pump Running Boards (Textured Raptor). - Troughs in Running Boards, inside and outside (Textured Raptor). - Pump Steps (Textured Raptor). - Pump Walkway (Textured Raptor). - Alum Crosslay Cover (Textured Raptor). - Grab Handrails – Top/Side of Pump Module (Powder Coat).
153		1	**ENG Color of Raptor on Exterior Cab Wall = BLACK
154	11035426	1	SMOOTH METAL CAB ROOF 30" X FULL WIDTH, PAINTED ROOF COLOR
155		1	**CLAR NOTES, Body: - Exterior Door "D" Handles (Powder Coat). - Hose bed Covers (Textured Raptor). - Grab Handrails - ALL (Powder Coat). - Rear Body Steps (Textured Raptor). - All Body Diamond Plate (Textured Raptor). - Tailboard (Textured Raptor). - All SCBA Bottle Doors (Textured Raptor). - Fuel Door (Textured Raptor).

Line	Item #	Qty	Item Description/Comments
			- Wheel Well Trim Fenderettes (Textured Raptor). - Rub Rails (Textured Raptor). - Upper Beacon Mounts (Textured Raptor). - Chevron Protectors (Textured Raptor). - All Light Bezels to be Black
156	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
157	11032929	1	DOOR PANEL, FULL STS
158	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
159	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
160	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
161	11031679	1	CENTER CONSOLE, TOP OF ENGINE ENCLOSURE
162	22610050	1	ENGINE HOOD LIGHT, LED (1)
163	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
164	11031712	1	UPPER CREW DOOR AREA, OPEN
165	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
166	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
167	30010508	1	LOWER COMMAND CONSOLE, X10
168	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)
169	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
170	30031615	1	DO NOT MOVE LIGHT, WHELEN ION-T LED
171		1	**ENG Door Ajar Light Location = Centered below upper command console.
172	30031650	1	DO NOT MOVE ALARM
173	30031675	1	DO NOT MOVE DISENGAGE BUTTON
174	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
175	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
176	30031100	1	HIGH IDLE SWITCH
177	11040000	1	CAB ACCESSORY FUSE PANEL
178	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
179		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch.

Line	Item #	Qty	Item Description/Comments
			(1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
180	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
181		1	**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
182	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
183	30031810	3	12V POWER POINT (3)
184	30031820	3	12V DUAL POWER POINT, USB/USB (3)
185	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
186	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
187	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)
188	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
189	28090100	1	A/C TO FACE
190	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
191	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
192	11031694	1	REAR HEAT/AC STORAGE, 4 SLOTS (2 EMS, 2 MEDIUM)
193	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
194	38340110	1	PRIMARY SEAT POSITION
195	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
196	38320000	1	HELMET STORED IN COMPARTMENT
197	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
198	38340110	1	PRIMARY SEAT POSITION
199	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
200	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
201	38320000	1	HELMET STORED IN COMPARTMENT
202	11031821	1	EMS CABINET, REAR FACING, BEHIND DRIVER
203	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
204	11032450	1	COMPT DOOR LOCK - NOT PROVIDED

Line	Item #	Qty	Item Description/Comments
205	11032311	1	ADJUSTABLE SHELF, EMS COMPT (1)
206	11031822	1	EMS CABINET, REAR FACING, BEHIND OFFICER
207	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
208	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
209	11032311	1	ADJUSTABLE SHELF, EMS COMPT (1)
210	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
211	38340120	1	SECONDARY SEAT POSITION
212	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
213	38320000	1	HELMET STORED IN COMPARTMENT
214	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
215	38340120	1	SECONDARY SEAT POSITION
216	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
217	38320000	1	HELMET STORED IN COMPARTMENT
218	39550100	1	SEAT COLOR, GRAY
219	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
220	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
221	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
222	39588888	1	SPECIAL ITEM, 3 DOOR DROP DOWN
223		1	**CLAR NOTES, 3 doors total on face of crew seat compartment 1 long center door with 2 push button latches 2 doors, 1 each next to the long center door, 1 push button latch each door This allows small access either side of cab from the ground Dimensions to be approximately: 12" door 2.5" space 51" door 2.5" space 12" door
224	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
225	84561380	1	CAMERA SYSTEM, BRIGADE, BACKEYE 360 HD CAMERA SYSTEM (WIRED)
226	10310200	1	PUMP & PLUMBING
227	60090000	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
228	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
229	60025950	1	PUMP GEARBOX YOKE, 1710

Line	Item #	Qty	Item Description/Comments
230	60026025	1	MECHANICAL PUMP SEAL, HALE (PRG)
231	60031005	1	ALLOY ANODES, HALE (2)
232	60035123	1	PUMP TEST, THIRD PARTY TESTING
233	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
234	62010002	1	STAINLESS STEEL PIPING
235	60088888	1	SPECIAL ITEM, DSD 1500 TM PUMP MODULE
236		1	**CLAR NOTES, NO CROSSLAYS- AREA TO BE USED FOR STORAGE OF BACKBOARDS AND SCOOP STRETCHER. CROSSLAY AREA WILL BE ENCLOSED ON TOP AND DOORS ON SIDES
237	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
238	61729120	1	VALVE, AKRON, HEAVY DUTY
239	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
240	73090001	1	TANK FILL 2"
241	61729120	1	VALVE, AKRON, HEAVY DUTY
242	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
243	61090005	1	PRESSURE GOVERNOR, CLASS 1 SENTRY W/TWISTER
244	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
245	63021500	1	6" MAIN SUCTION, LEFT SIDE
246	63025500	1	6" MAIN SUCTION, RIGHT SIDE
247	64090000	1	2.5" RIGHT SIDE INLET
248	61729120	1	VALVE, AKRON, HEAVY DUTY
249	61770905	1	ACTUATOR, VALVE, SWING CONTROL
250	60036010	1	THREADS, NST
251	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
252	61729120	1	VALVE, AKRON, HEAVY DUTY
253	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
254	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
255	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
256	60036010	1	THREADS, NST

Line	Item #	Qty	Item Description/Comments
257	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
258	61729120	1	VALVE, AKRON, HEAVY DUTY
259	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
260	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
261	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
262	60036010	1	THREADS, NST
263	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
264	61729160	1	VALVE, AKRON, SLOW CLOSE
265	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
266	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
267	61810160	1	DISCHARGE TERMINATION, STRAIGHT
268	60036010	1	THREADS, NST
269	61840267	1	ADAPTER, 3" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
270	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
271	61729120	1	VALVE, AKRON, HEAVY DUTY
272	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
273	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
274	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
275	60036010	1	THREADS, NST
276	71590000	1	DISCHARGE, 2.5" LEFT REAR
277	61729120	1	VALVE, AKRON, HEAVY DUTY
278	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
279	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
280	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
281	60036010	1	THREADS, NST
282	71890000	1	DISCHARGE 2.5" RIGHT REAR
283	61729120	1	VALVE, AKRON, HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
284	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
285	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
286	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
287	60036010	1	THREADS, NST
288	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING
289	61729120	1	VALVE, AKRON, HEAVY DUTY
290	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
291	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
292	60036010	1	THREADS, NST
293		1	**ENG Front Bumper Swivel Location/Side = Officer's side.
294		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
295	72288888	1	SPECIAL ITEM, SECOND FRONT BUMPER DISCHARGE DRIVER SIDE
296		1	**CLAR NOTES, LOADS FOR FRONT DISCHARGES=150' OF 1.75" AND 200' OF 1.75" WITH DIVIDER IN TROUGH TO SEPARATE.
297	72590002	1	DECK GUN DISCHARGE 3"
298	61729160	1	VALVE, AKRON, SLOW CLOSE
299	61770910	1	ACTUATOR, VALVE, T-HANDLE, CLASS 1
300	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
301	72570100	1	DECK GUN TERMINATION, THREADED
302		1	**ENG Make/Model of Dealer or Customer Supplied Deck Gun Monitor = TBD @ Pre-Con.
303	72890001	1	SPEEDLAYS, TWO 2" W/1.5" SWIVEL (TOP MOUNT)
304	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
305	61770910	2	ACTUATOR, VALVE, T-HANDLE, CLASS 1 (2)
306	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
307	60036010	2	THREADS, NST (2)
308	72910702	1	COVER, WEBBING FOR SPEEDLAYS
309	72932220	1	COVER FASTENERS, BLACK PLASTIC BUCKLES
310		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.

Line	Item #	Qty	Item Description/Comments
311	72888888	1	SPECIAL ITEM, DELETE THE TWO SPEEDLAYS/CROSSLAYS-MAKE INTO COMPARTMENT
312		1	**CLAR NOTES, CROSSLAY AREA TO HOUSE TWO BACKBOARDS AND A SCOOP STRETCHER WITH DIVIDER BETWEEN THE SCOOP AND BACKBOARDS.
313		1	**CLAR NOTES, Crosslay area to house two backboards and a scoop stretcher with divider between the scoop and backboards. Horizontally hinged diamond plate crosslay cover Add hinged doors on officer and driver sides of crosslay area Doors to be Black coated same material as pump sides
314	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
315	61790510	9	DRAIN VALVES, HALE, LIFT-UP (9)
316	10310220	1	PUMP PANEL
317	74929120	1	HALE PUMP MODULE CONFIGURATION, TOP MOUNT
318	74914200	1	PRG TM1 - TOP MOUNT PUMP PANEL
319	74928000	1	~PROGRAM MODULE FOR CUSTOMIZED PUMPER
320	74928160	1	PUMP MODULE LENGTH, 74" W/20" WALKWAY
321	74930735	1	PANEL FINISH, BLACK POWDERCOAT, TM (PRG)
322	74931055	1	COLOR CODING (PRG)
323	74931255	1	DISCHARGE GAUGE BEZELS, COLOR CODED (PRG)
324	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
325	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
326	74931590	1	PLUMBING FINISH, NON-PAINTED
327		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
328	74931692	1	EXTERIOR DUNNAGE AREA PANEL, BLACK POWDERCOAT
329		1	**CLAR NOTES, PUMP MODULE IS 55" MATCH HS 6683
330	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES
331		1	**ENG Running Board Trough Cover = Velcro Straps.
332	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
333	75590210	1	PUMP PANEL LIGHTS ONE EA SIDE, LED (PRG)
334	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
335	60090030	1	PUMP PRIMER, TRIDENT, AIR

Line	Item #	Qty	Item Description/Comments
336	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
337	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
338	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
339	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
340	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
341	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
342	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
343	10310230	1	WATER TANK
344	83525200	1	WATER TANK BRAND, UPF
345	83510105	1	WATER TANK, 750 GAL, POLY
346	10310300	1	BODY
347	80110550	1	BODY PA-19 RES 43/53 LAD THRU TANK
348	80029900	1	BODY SUBFRAME, PUMPER/TANKER
349	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED
350		1	**ENG Dealer Supplied Compartmentation = Compartment options will be Dealer Supplied.
351	10310302	1	BODY COMPARTMENTS
352	81165705	1	UNISTRUT TRACK IN COMPTS
353	80230620	1	DOOR SILL PROTECTION, BODY COMPTS, NOT FACTORY PROVIDED
354	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
355	80220120	1	COMPT DOORS, HINGED, ALUM, PAINTED
356	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
357	80230300	1	COMPT INTERIOR FINISH, SMOOTH
358	80230410	1	HINGED COMPT DOORS INTERIOR FINISH, SWIRL PATTERN
359	80230200	7	COMPT DOOR LOCKS, KEYED ALIKE (7)
360	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
361		1	**CLAR NOTES, Lock on R1 Compartment only
362	10310305	1	BODY EXTERIOR

Line	Item #	Qty	Item Description/Comments
363	81310000	1	HOSEBED, ALUM FLOORING
364	81330100	1	STANDARD HOSEBED HEIGHT
365	81410000	1	COVER, VINYL, MAIN HOSE BED
366		1	**ENG Hosebed Cover Color = Black.
367	81440100	8	CUSTOM HOSEBED LETTERING - REAR FLAP (EACH LETTER) (8)
368	81440201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
369		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
370	81330302	1	HOSE BED DIVIDERS, ADJ (2)
371	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER
372	81332120	1	HOSEBED LIGHTING, SIDES, FEDERAL SIGNAL COMPLEX LED LIGHT STRIPS
373	81910100	1	HANDRAILS, KNURLED STS
374	82210000	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT (ALUM PUMPERS)
375		1	**ENG Step Light Color = Blue.
376	82310000	1	STEPS, REAR BODY (14x11 & 14x8)
377	82510000	1	RUB RAILS, ANODIZED ALUM
378	83010050	1	ALUMINUM TREADPLATE (PUMPER/TANKER)
379	83030315	1	REAR STEP/TAILOBOARD CORNERS, 45 DEGREE
380	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)
381		1	**ENG A triple bottle compartment cannot be located on the driver's side behind rear axle.
382	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS
383	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
384	80290420	3	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (3)
385	88520300	1	DELETE 6" SUCTION HOSE
386	88540550	1	DELETE STD SUCTION HOSE MTG
387	88550300	1	STRAINER NOT PROVIDED
388	89988888	1	SPECIAL ITEM, SCBA BOTTLE STORAGE

Line	Item #	Qty	Item Description/Comments
389		1	**CLAR NOTES, 8 TOTAL BOTTLE STORAGE PREFER DRIVER SIDE - ONE TRIPLE AND ONE SINGLE OFFICER SIDE - TWO DOUBLES
390	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
391	89011500	1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
392	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE
393	89520210	1	LADDER ENCLOSURE, DIAMONDPLATE DOOR
394	89088888	1	SPECIAL ITEM, FULLY ENCLOSE LADDER CHUTE
395		1	**CLAR NOTES, LADDER CHUTE TO HOUSE SCOOP STRETCHER
396	10310310	1	ELECTRICAL
397	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
398	84511100	1	BODY ELECTRICAL DESCRIPTION
399	84520000	1	BACK UP ALARM, ECCO SA917
400	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
401	85110100	1	ICC LIGHTS, LED
402	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
403	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
404	86528999	1	DELETE REAR WORK LIGHTS
405	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
406	86610130	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 14 MODULES
407		1	**ENG Zone A, Upper Lightbar Color / Details = 10 RED 2 WHITE 2 BLUE WITH CLEAR LENS
408	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
409	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
410	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
411	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
412	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
413	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
414		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.

Line	Item #	Qty	Item Description/Comments
415	87210130	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), ION T-SERIES LED, TLI* (QTY 1)
416		1	**ENG Zone B, Lower Officer's Side Warning Light Color, Lens Color, Details = LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 700 SUPER LED, 70*02F*R (QTY 1) ION T-SERIES LED, TLI* (QTY 1)
417	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
418		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
419	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
420	87410130	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), ION T-SERIES LED, TLI* (QTY 1)
421		1	**ENG Zone D, Lower Driver's Side Warning Light Color, Lens Color, Details = LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 700 SUPER LED, 70*02F*R (QTY 1) ION T-SERIES TLI* (QTY 1)
422	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
423		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
424		1	**ENG Whelen 600 LED Mounting Location = ABOVE FRONT AXLE BOTH SIDES OF CAB
425	87537732	1	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (1)
426	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"
427	88390902	2	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW (2)
428	88390910	2	SCENE LIGHT, FRC SPECTRA 15K, 12V LED, SURFACE MOUNT (2)
429	88390932	2	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, TELESCOPIC W/SWITCH (2)
430	88390950	2	SCENE LIGHT, FRC SPECTRA 900, 12V LED, SURFACE MOUNT (2)
431	88399950	1	SCUFF PLATES FOR TELE LIGHTS, DIAMOND PLATE, UPPER REAR CORNERS OF CAB (PAIR)
432		1	**ENG Allow 12V Tele-Lights to Extend Past Cab = No.
433		1	**CLAR NOTES, SPECTRA SURFACE MOUNT ON EACH SIDE OF CAB ABOVE FIXED WINDOW SPECTRA 900s ON REAR OF BODY - PROGRAM TO COME ON WHEN IN REVERSE AS WELL AS SWITCHED
434	10310410	1	PAINT & FINISH
435	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
436	90010020	1	PAINT SCHEME
437	90030007	1	TWO TONE CAB

Line	Item #	Qty	Item Description/Comments
438	90029930	1	PAINT BREAK #3 - TOP OF GRILLE W/ GRILLE SWOOP
439		1	**ENG Upper Color for Two Tone Paint = BLACK.
440		1	**ENG Lower Color for Two Tone Paint = RED.
441	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
442	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
443	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
444		1	**ENG Dealer Supplied Graphics = Dealer supplied graphics will be provided for all options except rear chevrons.
445	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
446	10310420	1	EQUIPMENT
447	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
448	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
449	89050800	1	FOLDING LADDER/(3) PIKE POLE STORAGE COMPT, HOSE BED
450	10310600	1	COMPLETION & WARRANTY
451	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
452	99031195	1	DEALER DELIVERY
453	99520110	1	WARRANTY, ONE YEAR
454	99521100	1	WARRANTY, FRAME, LIFETIME
455	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
456	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
457	99521400	1	WARRANTY, PAINT, 10 YR.
458	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
459	PDB001763	1	DEALER SUPPLIED - Shelves and Trays
460	PDB000105	1	DEALER SUPPLIED - Mount Misc Equipment
461	PDB000380	1	DEALER SUPPLIED - PDI-Pumper
462	PDB000267	1	DEALER SUPPLIED - SCBA Bracket-Mounted
463	PDB001806	1	DEALER SUPPLIED - GRAPHICS
464	PDB000102	1	DEALER SUPPLIED - Antenna Mounting(1)

Line	Item #	Qty	Item Description/Comments
465	PDB000096	1	DEALER SUPPLIED - Radio Mount-Single Head
466	PDB000102	1	DEALER SUPPLIED - Antenna Mounting(1)
467	PDB000096	1	DEALER SUPPLIED - Radio Mount-Single Head
468	PDB001226	1	DEALER SUPPLIED - Firecom 4 Position Wireless System

EXHIBIT "B"



TO THE:

Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL
32118

DATE: November 5, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen Monarch Custom Pumper, Utilizing *Sourcewell Contract 113021 SUT* Complete and Delivered for the Total Sum of\$ 1,049,675.00

***A prepayment discount of \$122,460.00 can be take if payment in full is received within the first 30 days following contract/PO acceptance, making final cost **\$927,215.00**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately 37-39 months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Guy Lombardo
South Florida Emergency Vehicles
Authorized Representative for Sutphen Corporation

**Make PO out to: Sutphen Corporation
6450 Eiterman Rd Dublin, OH 43016**

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Approval of Volusia County Transform 386 (CDBG-DR) grants: 1: \$3,709,767; 2: \$1,907,000

SYNOPSIS:

The city applied for two separate grants through Transform 386 (CDBG-DR) through Volusia County in June 2024 for two sewer projects: 1. Master Pump Station, Lift Stations & Force Main Improvements & Upgrades, and 2. Sewer Improvements & Retrofit North of Dunlawton Ave.

FISCAL IMPACT STATEMENT:

There will be no impact to the current fiscal budget as the Capital Improvement Budget included these projects pending the approval of the CDBG-DR (Transform 386) grants.

BACKGROUND:

The city has received a State Revolving Fund Loan (SRFL) for \$14,550,000 with a principal forgiveness grant for \$14,550,000 from the State Revolving Fund Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to help pay for a major city-wide sewer project consisting of upgrades & improvements to the city's Master Pump Station (MPS), 11 lift stations and Force Mains.

The city applied for two Transform 386 grants, through Volusia County, in June 2024 to assist in the cost of this project along with a second sewer project; improvements, upgrades and rehabilitation of 531 manholes and 14.9 miles of gravity sewer infrastructure ranging from 8" to 15" in diameter. A Florida Department of Protection (FDEP) Water Quality Improvement Grant of \$8,263,658 was also applied for that would include costs for both sewer projects. This grant approval is expected late 2024, early 2025.

Sewer Project 1: \$3,709,767 in Transform 386 grant funding
Sewer Project 2: \$1,907,000 in Transform 386 grant funding

LEGAL REVIEW:

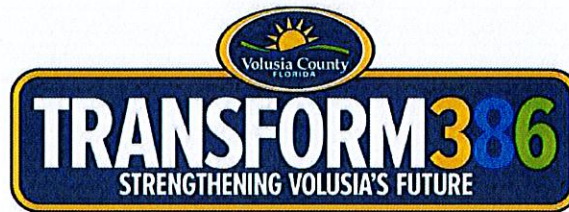
RECOMMENDATION:

Staff recommends approval of the two CDBG-DR grants totaling \$5,616,767; 1. \$1,907,000 and 2. \$3,709,767.

SUGGESTED MOTION:

Motion to accept the two CDBG-DR grants from Volusia County totaling \$5,616,767.

ATTACHMENT: 1. City of Daytona Beach Shores



November 22, 2024

Kurt Swartzlander
City Manager
City of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

RE: Community Development Block Grant – Disaster Recovery (CDBG-DR) Infrastructure and Mitigation Project Application Award Determination

Dear Mr. Swartzlander,

We are pleased to inform you that the Volusia County Council and the Office of Recovery and Resiliency have approved the City of Daytona Beach Shore's CDBG-DR applications for the following projects:

- Sewer Improvements and Retrofit North of Dunlawton Ave.
- Masterstation, Liftstation, and Forcemain Improvements and Upgrades

Your applications consisted of the following proposed funding request and estimated project construction budgets:

Sewer Improvements and Retrofit North of Dunlawton Ave:

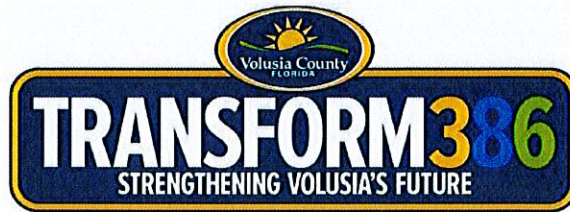
CDBG-DR Funds	\$1,907,000
Anticipated City of Daytona Beach Shores Leveraged Funds	\$3,471,000
Anticipated Total CDBG-DR Infrastructure and Mitigation Project Budget	\$5,378,000

Masterstation, Liftstation, and Forcemain Improvements and Upgrades:

CDBG-DR Funds	\$3,709,767
Anticipated City of Daytona Beach Shores Leveraged Funds	\$22,601,038
Anticipated Total CDBG-DR Infrastructure and Mitigation Project Budget	\$26,310,805

Please note, these figures are estimates at this time and the final totals will be confirmed once the procurement process is complete.

Office of Recovery & Resiliency
123 West Indiana Avenue • Room 101 • DeLand, FL 32720
Phone (386) 943-7029 • Fax (386) 943-7016
www.transform386.org



Thank you for the time and effort expended by your office in the preparation of your successful proposal. Please contact us with any questions you may have. Expect another letter detailing the path forward in the coming weeks. We look forward to working in partnership with you to successfully implement and complete this infrastructure and mitigation project.

Sincerely,

A handwritten signature in blue ink, reading "Dona J. Butler", is written over the printed name.

Dona Butler
Director



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Approval of a FEMA HMPG grant for \$90,000 for a Community Center Generator

SYNOPSIS:

The city applied for a HMGP grant in August 2023 for a Community Center Generator for \$120,000 after Hurricane Ian when the city used its facility for residents of an Assisted Living Center due to life and safety issues stemming from the storm. The amount of the grant is \$90,000 with the city being responsible for the remaining 25% of the project.

FISCAL IMPACT STATEMENT:

There will be no impact to the current fiscal budget as the Capital Improvement Budget included this project pending the approval of the HMGP grant.

BACKGROUND:

The city applied for a HMGP grant in August 2023 for a Community Center generator after Hurricane Ian when the city used the Community Center to house residents of a local Assisted Living Center due to life and safety issues stemming from the storm. As the building had not been utilized during an emergency, staff realized the current generator was able to maintain electrical services in only part of the building which is unacceptable during an emergency.

The generator proposed for the HMPG grant will allow the Community Center to operate as needed during an emergency. The total cost of the project is estimated to be \$120,000 with the city responsible for 25% of the cost or \$30,000.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the FEMA HMGP grant totaling \$90,000 for the Community Center Generator project.

SUGGESTED MOTION:

Motion to accept the FEMA HMGP grant for \$90,000 for a Community Center Generator.

ATTACHMENT: 1. 4673-175-R FEMA Award Notification Community Center Generator

From: [Luke Yarborough](#)
To: [Irwin, Lory](#)
Cc: [Dawn Davis](#)
Subject: 4673-175-R FEMA Award Notification
Date: Thursday, November 7, 2024 4:03:02 PM

Good afternoon, Ms. Irwin,

**REF: 4673-175-R (631), City of Daytona Beach Shores, Community Center, Generator
FEMA APPROVAL**

The Florida Division of Emergency Management (FDEM), Mitigation Bureau, Hazard Mitigation Grant Program, is pleased to inform you that the **above referenced project** has been approved for funding from the Federal Emergency Management Agency (FEMA), and given FEMA Project number **4673-175-R**. You will need to reference this FEMA number in all email subject lines and in all documents submitted to FDEM.

We are in the process of developing and preparing a contract for you to review and approve, which we will be emailed to you.

Remember, no work can commence until the contract has been executed by both parties.

The project was approved for the amounts below and will be managed by the FDEM, Mitigation Bureau. As the Point of Contact, you will be responsible for the management of this project. In the meantime, please review all information provided in this email to make sure that everything is still applicable and notify me as soon as possible if this information has changed, or if you have any questions regarding this process.

Point of Contact (POC):

Name, Title	Lory Irwin, Finance Director
Sub-Recipient	City of Daytona Beach Shores
Address	2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118
Email	liirwin@cityofdbbs.org
Telephone	386-763-5328

Budget

Project Cost	\$120,000.00
Federal Share	\$90,000.00
Local Share	\$30,000.00
SRMC	\$5,995.06

SCOPE OF WORK:

The City of Daytona Beach Shores proposes to provide back-up power to the community center located at 3000 Bellmead Drive, Daytona Beach Shores, Florida 32118. The project

proposes purchasing and installing one (1) permanent generator with a capacity of 200 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The generator will be installed with an incorporated 500-gallon supply diesel tank and the project scope includes the installation of an automatic transfer switch (ATS) and necessary electrical connections. The community center serves as a public shelter and the existing generator does not have adequate capacity to support the facility 100% during power outages. An interruption in the electric power supply would result in a loss of service of the public shelter, including meal services. The proposed project will provide a sufficient back-up power source and shall maintain the operations of the facility during future storm events.

The generator(s) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable.

Please provide the financial remittance address for your reimbursements.

Procurement under Federal Awards:

Utilize the link for information on FEMA's website per the contract. FEMA has developed helpful resources for subrecipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are available at <https://www.fema.gov/procurement-disaster-assistance-team> or <https://www.fema.gov/grants/procurement/resource-library>.

I look forward to working with you on this project.

Thank you,

Luke Yarborough

Project Manager | Bureau of Mitigation
Florida Division of Emergency Management
Phone: (850) 359-8208
Luke.Yarborough@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes

is a public record and will be made available to the public upon request.



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Approval of FEMA HMPG grant for \$329,568.75 for EOC Phase I

SYNOPSIS:

The city applied for a HMGP grant in August 2023 for an Emergency Operations Center Safe Room grant with two phases; Phase I \$439,425 and Phase II \$3,558,345. Phase I consists of surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. Phase II will consist of construction of the EOC. The city is responsible for 25% of the project costs.

FISCAL IMPACT STATEMENT:

There will be no impact to the current fiscal budget as the Capital Improvement Budget included this project pending the approval of the HMGP grant.

BACKGROUND:

The city has staff that has to remain in the city during a hurricane to assist with the safety and security of city residents, and assets. The staff is housed in three separate buildings: Public Safety, City Hall and Public Works and there is no official EOC in the city. City staff felt it would be beneficial and more efficient to house all staff in the same building and create an actual EOC where staff is not dispersed throughout the city.

The city applied for a HMGP grant in August 2023 for an EOC after Hurricanes Ian and Nicole. Staff was able to evaluate the pros and cons of each storm and a city EOC was suggested but the city couldn't justify the cost to build its own EOC. With the HMGP grant, the city is responsible for 25% of the cost of the project.

The project application included two phases, Phase I for \$439,425 and Phase II \$3,558,345. Phase I consists of surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. Phase II will consist of construction of the EOC. The city's portion of the cost for the project is \$999,442.50 out of a total project cost of \$3,997,770.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the FEMA HMGP grant totaling \$329,568.75 for Phase I of the city EOC project.

SUGGESTED MOTION:

Motion to accept the FEMA HMGP grant for \$329,568.75 for Phase I of the City EOC project.

ATTACHMENT: 1. 4673-143-R FEMA Award Notification Safe Room

From: [Luke Yarborough](#)
To: [Irwin, Lory](#)
Cc: [Dawn Davis](#)
Subject: 4673-143-R FEMA Award Notification
Date: Friday, October 18, 2024 12:03:29 PM

Good afternoon, Ms. Irwin,

**REF: 4673-143-R (402), City of Daytona Beach Shores, Emergency Operations Center,
Safe Room
FEMA APPROVAL**

The Florida Division of Emergency Management (FDEM), Mitigation Bureau, Hazard Mitigation Grant Program, is pleased to inform you that the **above referenced project** has been approved for funding from the Federal Emergency Management Agency (FEMA), and given FEMA Project number **4673-143-R**. You will need to reference this FEMA number in all email subject lines and in all documents submitted to FDEM.

We are in the process of developing and preparing a contract for you to review and approve, which we will be emailed to you.

Remember, no work can commence until the contract has been executed by both parties.

The project was approved for the amounts below and will be managed by the FDEM, Mitigation Bureau. As the Point of Contact, you will be responsible for the management of this project. In the meantime, please review all information provided in this email to make sure that everything is still applicable and notify me as soon as possible if this information has changed, or if you have any questions regarding this process.

Point of Contact (POC):

Name, Title	Lory Irwin, Finance Director
Sub-Recipient	City of Daytona Beach Shores
Address	2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118
Email	lirwin@cityofdbbs.org
Telephone	386-763-5328

Budget

Project Cost	\$439,425.00
Federal Share	\$329,568.75
Local Share	\$109,856.25
SRMC	\$24,348.73

SCOPE OF WORK:

City of Daytona Beach Shores proposes to provide near absolute protection to first responders and

essential staff at a hurricane safe room to be located 3050 South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The project shall provide protection by constructing a new stand-alone safe room, to also function as an Emergency Operations Center (EOC), located in the center of the open space surrounded by the Department of Public Safety building, Fire Prevention building, and the fleet maintenance garage. The proposed safe room shall provide 2,400 square feet (SF) to attend an occupancy of 60 city administrators, support staff, public safety officers, and fire prevention personnel. The safe room shall have its own electrical and plumbing systems and a HVAC split system for ventilation. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 300 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the facility; and an ATS, fuel tank, and concrete pad. The City of Daytona Beach Shores currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds; risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 mph winds. The safe room construction shall be designed to provide “near-absolute protection” based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361, Design and Construction for Community Safe Room, which refers to all attended utilities, applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load great than 16, or any Risk Category IV building are required to undergo peer review. Allowable costs for safe rooms apply to retrofits of existing facilities, new construction, and single- or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the Hazard Mitigation Assistance (HMA) Guidance Addendum, dated February 27, 2015. Activities shall be completed in strict compliance with Federal, State, and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The

selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State, and Local applicable Rules and Regulations.

Please provide the financial remittance address for your reimbursements.

Procurement under Federal Awards:

Utilize the link for information on FEMA's website per the contract. FEMA has developed helpful resources for subrecipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200.

These resources are available at <https://www.fema.gov/procurement-disaster-assistance-team> or <https://www.fema.gov/grants/procurement/resource-library>.

I look forward to working with you on this project.

Thank you,

Luke Yarborough

Project Manager | Bureau of Mitigation
Florida Division of Emergency Management
Phone: (850) 359-8208
Luke.Yarborough@em.myflorida.com

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CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: Approval of Purchase of Emergency Response Trailer

SYNOPSIS:

This item is for commission approval of the emergency response trailer which was approved by the commission in the current FY budget.

FISCAL IMPACT STATEMENT:

\$100,000 is in the approved fiscal year 2024-25 budget for the emergency response trailer.

BACKGROUND:

Public Safety budgeted and commission approved a \$100,000 expenditure for a mobile command/response trailer. This trailer would ensure continuity of services in the event the PS complex was damaged, allow for a temporary command center at the scene of incidents, and allow for PS officers to respond statewide to emergencies.

PS staff surveyed current trailers in use from the New Smyrna Beach and Edgewater Police Departments. Both were using Millennium Trailers and were satisfied with their purchases. Millennium was contacted and bid \$96,816.00.

In compliance with purchasing policies, an RFP was issued through DemandStar. Three companies bid the project. Their bids ranged from \$347,880 to \$249,700.00. Staff determined that the existing bid from Millennium Trailers was the prudent decision and confirmed with Finance and Legal that this met all obligations.

Staff requests approval for the Millennium Trailer.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval

SUGGESTED MOTION:

I move we approve the item as presented on consent.

- ATTACHMENT:**
1. Millennium Emergency Response Trailer
 2. BidOpening Emergency Response Trailer
 3. Safe Industries Daytona Beach Shores Emergency Response Trailer Proposal
 4. Censys Technologies_DBSPD Emergency Response Trailer RFP_CTC112024 (REV 1)
 5. bid from Turnkey emergency response trailer



Millennium Trailers, Inc.
800-978-7223

QUOTE	
QUOTE #:	MTRQ138868
DATE:	Nov 27, 2024

Prepared For:
Mark Swanson
Daytona Beach Shores Public Safety

Prepared By:
Zach Barley
zach@milltrailers.com
317-222-1400

Color: Year
Phone 3866232089

Qty	Description	Part Number	Unit Price	Ext. Price
1	28' Millennium Platinum Tag Tandem 6000# Torsion Axles	M-P-28TA4	\$32,500.00	\$32,500.00
1	Millennium Platinum Bumper Pull Standard Features: FRAME & EXTERIOR L.E.D. Clearance Lights L.E.D. Tail Lights L.E.D. License Plate Light Painted / Z-Tech Undercoated Frame 24" ATP Stoneguard 2" X 6" Steel Tube Frame 1" X 1-1/2" Steel Tube Wall Construction 16" Centers Walls, Ceiling & Floor 48" Beavertail Aluminum Roof (1) Vent Wired for A/C Polished Cast Aluminum Corners & Stainless-Steel Cap .040" Screwless Exterior Metal Brite Anodized Rear Hoop AXLES & BRAKES Dexter E-Z Lube Torsion Axles All Wheel Electric Brakes TIRES & WHEELS Radial Tires Aluminum Wheels INTERIOR Approximate 6'6" Interior Height (Floor To Center Point of Trailer) Approximate Interior Width: 96" Wall To Wall Approximate Distance Between Wheel Wells: 82" ¾" Plywood Flooring with Darco Moisture Barrier TPO Floor Covering A.T.P. on Ramp Door with 16" Wide Aluminum Flap Interior Wheel Wells Covered with A.T.P. White Vinyl Ceiling with Insulation Screwless .030" Aluminum Interior Walls (White) L-Shape Workbench, 16" L-Shape Overhead & 24" Closet (White) DOORS 48" Side Door With Flush Lock and Deadbolt - Piano Hinge Side Door Construction: Aluminum Tube Rear Ramp Door with Spring Assist and Exterior Single Handle Recessed Latch Rear Spring Cover		\$0.00	\$0.00

Qty	Description	Part Number	Unit Price	Ext. Price
	ELECTRICAL	M-P-STFP-Tag		
	(4) 38" LED Panel Lights w/1 Switch			
	(2) Destin LED Scene Lights W/ 1 Switch			
	(3) Interior 110 V Recepts			
	(1) 110 V GFI Recept			
	30 Amp Load Center W/ Lifeline			
	45 Amp Smart Charger			
	WARRANTY			
	3 Year Factory Warranty			

Framework/Exterior

1	12" Extra Height Platinum 28' Tag	M-P-28-12"-P	\$1,036.00	\$1,036.00
1	NO BEAVERTAIL	M-P-MNOBVRTL	\$0.00	\$0.00
1	Extra Set of LED Tail Lights	M-S-ETL	\$130.00	\$130.00
1	36" RV Door w/Window & Screen ILO of 48" Side Door	M-S-D36RVDWS	\$630.00	\$630.00
5	30"x22" Radius Slider Window	M-S-WN3022RS	\$535.00	\$2,675.00
1	30"x22" Egress Window	M-S-WNEGRESS	\$555.00	\$555.00
1	Side Door 6" Taller	M-S-DEHSIDED	\$37.00	\$37.00
1	Ladder - Recessed - Standard Height	M-S-LARL	\$325.00	\$325.00
1	Ladder - Recessed - (12" Extra Tall)	M-S-LARL1EX	\$375.00	\$375.00
28	Walk On Roof PMF	M-S-Walkon	\$17.00	\$476.00
1	54" Triple Tube Tongue	M-S-FR54TTT	\$175.00	\$175.00
1	Rear Spoiler Includes: (3) L E D Lights (1) Switch	M-S-Rwing	\$765.00	\$765.00
1	Latitude 12V Power Awning, LED Lights in Tube, Black Hardware (12V Battery and Converter Required) (16 to 20')	M-S-ELEAW-B	\$3,050.00	\$3,050.00
1	8' ATP Platform & 42" Rails w/Front Ladder TAG	M-S-OBFLTAG	\$2,255.00	\$2,255.00
1	3500# Electric Tongue Jack (12V Battery Required)	M-P-JEJ35TAG	\$260.00	\$260.00

Office

1	Standard On This Model: TPO Floor Covering A.T.P. on Ramp Door with 16" Wide Aluminum Flap Interior Wheel Wells Covered with A.T.P. White Vinyl Ceiling with Insulation Screwless .030" Aluminum Interior Walls (White) L-Shape Workbench, 16" L-Shape Overhead & 24" Closet (White)		\$0.00	\$0.00
1	Platinum Bathroom Option (Available Only in Platinum Model) Includes: * Separate Toilet, Corner Shower & Sink * 6 Gallon Electric Hot Water Heater		\$7,985.00	\$7,985.00

Qty	Description	Part Number	Unit Price	Ext. Price
	* 51 Gallon Fresh Water Tank - Tags Only * 60 Gallon Fresh Water Tank - G N'S Only * 60 Gallon Grey Water Tank Tag & G N * 30 Gallon Black Water Tank Tag & G N * Tank Monitoring System * 12 V Dome Light * 12 V Roof Vent * Towel Rack & Toilet Paper Holder * Medicine Cabinet * T P O Flooring in Bathroom * All Aluminum Walls * Aluminum Bathroom Door with Flush Lock & Deadbolt (12 Volt Battery Required, Not Included)	M-P-BAPLT		
4	Workbench Custom Quote 1' to 6' PF (WHITE)	M-S-CCUSWBW	\$165.00	\$660.00
1	Shelf in Workbench	M-S-CSHFWB	\$155.00	\$155.00
12	Fold Down Countertops (Laminate Only) (Black) PF (4) 3' Sections	M-S-FDCOUNT	\$111.00	\$1,332.00
1	8.0 cu ft Refrigerator (No Propane) (Need Cabinet)	M-S-8.0Ref	\$4,485.00	\$4,485.00
1	Microwave (Built Into Overhead Cabinet)	M-S-Micro	\$735.00	\$735.00
1	Furnace 20,000 BTU w/Propane & LP/CO Detectors (Must Add Cabinet, Fire Extinguisher & Smoke Detector)	M-P-Furnace	\$2,225.00	\$2,225.00
1	CO2/LP Gas Detector 12V w/Battery Disconnect	M-S-CO2/LP	\$165.00	\$165.00
1	Fire Extinguisher (2#)	M-S-FireExt	\$80.00	\$80.00
28	Insulation - Side Walls (12" Extra) PMF	M-P-INSWEX12	\$17.00	\$476.00
28	Insulation - Floor PMF	M-P-INSF	\$8.00	\$224.00
1	235 R16 Aluminum Spare (Each) 6000# Axles 8 Lug	M-P-625	\$415.00	\$415.00
1	Recessed Spare-Tire Compartment W/ Hinged Lid 36"x36"	M-P-615	\$370.00	\$370.00
2	24" Tall Straight Overhead Cabinet (White)	M-S-COHC24W	\$1,070.00	\$2,140.00
2	Fold Down Bunk Beds	M-SE-FDBB	\$1,815.00	\$3,630.00
Sleeping Quarters				
1	Partition Wall Only (No Door)	M-P-PW	\$470.00	\$470.00
1	Add Pocket Door for Partition Wall - Specify Door Size	M-P-PWPocket	\$703.00	\$703.00
16	.030 White Aluminum Screwless Interior Walls (12" Extra Height) PMF Both Sides of partition wall	M-S-A030SL12	\$77.00	\$1,232.00
1	18" x 48" Pedestal Table	M-S-PedTabl	\$410.00	\$410.00
Electrical				

Qty	Description	Part Number	Unit Price	Ext. Price
1	Standard on this Model (4) 38" LED Panel Lights w/1 Switch (2) Destin LED Scene Lights W/ 1 Switch (3) Interior 110 V Recepts (1) 110 V GFI Recept 30 Amp Load Center W/ Lifeline 45 Amp Smart Charger		\$0.00	\$0.00
3	38" LED Panel Light	M-S-EL2467	\$360.00	\$1,080.00
1	LED Back-Up Lights (Set)	M-S-ELEDBU	\$140.00	\$140.00
1	50" Smart TV w/ Mount	M-S-TV50	\$1,420.00	\$1,420.00
	54" TV Shadow Box Includes: Carpeted Interior Walls Recept 12V Light w/ Switch Flip-Up Concession Style Door	V-CUSTOM	\$100.00	\$100.00
1	7.0 KW Onan Gasoline Generator (58.4 Amps) 12V Battery Generator Compartment Vented Generator Door (Top Hinge)	M-S-7.0K	\$14,045.00	\$14,045.00
1	25 Gallon In-Frame Fuel Tank for Generator w/Carbon Filter	M-P-25TANK	\$1,415.00	\$1,415.00
5	110V Receptacle (Interior)	M-S-E110VR	\$45.00	\$225.00
5	**Cat 5 Connection (Minimum Order 2)		\$27.00	\$135.00
1	Fan-Tastic Vent 810402 12V Roof Vent	M-S-RVFANT	\$295.00	\$295.00
1	15.0 BTU Air w/Thermostat (Requires 12 Volt Battery)	M-S-EA15RT	\$2,290.00	\$2,290.00
1	15.0 BTU Air w/Thermostat & Heat (Requires 12 Volt Battery)	M-S-EA15HSRT	\$2,315.00	\$2,315.00
1	50 Amp Panel w/Lifeline - IPO 30 Amp	M-P-E50A/30A	\$220.00	\$220.00
Total			\$96,816.00	

SURCHARGE NOTICE

COVID-19 has caused extreme volatility in the trailer supply chain. Prices of steel, axles, metals, wood, and other trailer components are increasing daily. In the event your trailer order is affected by a surcharge, Millennium Trailers will provide you with an updated price quote. At that time you will have the option of continuing with your trailer purchase with the surcharge.

IMPORTANT NOTE: Your custom trailer will be built with the above specified items only. Please carefully review before signing. Please note, any item not listed will not be included on your custom trailer order. This proposal requires Management Approval before it is binding. All proposed prices are subject to change without notice. CHANGE ORDERS: Verbal, text msg. or emailed changes will not be honored. Any changes will require new signed documents from both parties to be valid. Without new signed documents the trailer will be built as initially proposed. INITIALS _____

BID OPENING

Emergency Response Trailer November 21, 2024

Present: Cheri Schwab
Lt. Mark Swanson

<u>Name:</u>	<u>Amount:</u>
Turnkey Industries	\$347,880.00
Safe Industries	\$268,065.00
Censys Technology	\$249,700.00

Daytona Beach Shores Department of Public Safety Emergency Response Trailer Project Proposal

Provided by

Safe Industries
5031 Highway 153
Easley, SC 29642
864-845-7175
864-845-7176

Primary Contact: Al Willimon
864-313-1657
al@safeindustries.com

Date: 11/21/24



**Daytona Beach Shores Department of Public Safety
Emergency Response Trailer Proposal**

Al Willimon
5031 HWY 153
Easley, SC 29642
864-313-1657
al@safeindustries.com

11/21/24

Ms. Cheri Schwab
City Clerk
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Dear Ms. Schwab,

Thank you for the opportunity to work with Daytona Beach Shores in providing the requested Emergency Response Trailer. Our experience working with emergency response professionals puts us in a uniquely qualified position to meet this request.

We have reviewed the bid in its entirety and understand what is being requested. Our understanding is that you are looking for someone to provide you with a properly equipped 28' bumper pull trailer that can serve as a command post and sleeping quarters in emergency situations. Based on your description, we can see that you are looking for a trailer that will be delivered to you that is fully capable of being deployed immediately.

In addition to the requirements for the trailer being delivered, we understand that work on the trailer is expected to be started within 30 days of acceptance of the contract and the trailer is to be delivered no later than 3/30/25. We also understand that the winner of the contract is required to issue a Performance and Payment Bond and we agree to issue this within 10 days of the bid being awarded to Safe Industries. We also understand that a Certificate of Insurance must be furnished to the city showing we meet the minimum requirements of this project and that the city is to be specifically included as an additional insured and loss payee.

Having reviewed your request and stated our understanding of this request as summarized above, we commit to performing the services as requested should we be awarded this project.

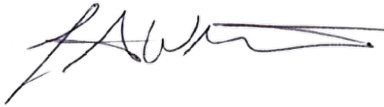


Our proposed lump sum bid cost for this project is as follows:

- **28' Bumper Pull Trailer as specified** = \$265,565.00 ea
- **Delivery to End User** = \$2,500.00 ea
- **Total** = \$268,065.00

We look forward to the possibility of working with the City of Daytona Beach Shores on this project and appreciate the opportunity to provide this proposal. Please let us know if you have any questions or if we can serve you in any other way. Thank you.

Respectfully submitted,



Al Willimon
President/CEO

References

Reference #1

- Name: Greenville County Emergency Management
- Contact: Pierce Womack, Deputy Director
 - 864-467-3352
 - 225 S. Pleasantburg Drive, Ste 2
Greenville, SC 29607
- Work Performed: Provided custom trailer and equipment for emergency response.
- Project Address
 - 225 S. Pleasantburg Drive, Ste 2
Greenville, SC 29607

Reference #2

- Name: Duke Energy
- Contact: Scott Boggs, Site Fire Marshall
 - 864-423-6317
 - 155 E Pickens Hwy
Seneca SC 29672
- Work Performed: Provided custom trailer and equipment for emergency response.
- Project Address
 - 155 E Pickens Hwy
 - Seneca, SC 29672

Reference #3

- Name: Biloxi VA Hospital
- Contact: Billy Wince
 - 228-365-0015
 - 400 Veterans Ave
Biloxi, MS 39531
- Work Performed: Provided customer trailer and equipment for emergency response.
- Project Address
 - 400 Veterans Ave
 - Biloxi, MS 39531

XI. BIDDER'S WARRANTY

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

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

PROPOSED BY: Censys Technologies Corporation

NAME, TITLE (typed or printed): Trevor Perrott, CEO

NAME OF COMPANY: Censys Technologies Corporation

MAILING ADDRESS: 1808 Concept Ct, Ste 200

CITY, STATE AND ZIP: Daytona Beach, FL 32114

AREA CODE/ TELEPHONE NUMBER: O: (386) 314-7829, C: (507) 329-3903

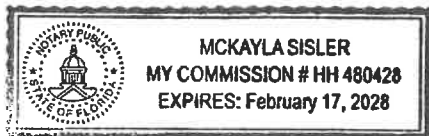
SIGNATURE: Trevor W. Perrott

DATE: 11/20/2024

STATE OF Florida

COUNTY OF Volusia

THE FOREGOING instrument was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 20 day of November, 2024, by Trevor Perrott, who is personally known to me or who has produced _____ as identification.



Mckayla Sisler
Notary Public

XII. BID SHEET

In response to

CITY OF DAYTONA BEACH SHORES-DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

EMERGENCY RESPONSE TRAILER

For Solicitation #

ITB-Emergency Response Trailer-0-2024/CS

Prepared by



CENSYS
TECHNOLOGIES™

CENSYS TECHNOLOGIES CORPORATION

1808 Concept Ct, Suite 200

Daytona Beach, FL 32114

Date: **21 NOVEMBER 2024**

Year of Incorporation: **2017**

Bid Validity: **VALID FOR 120 CALENDAR DAYS**

Business Type: **SMALL BUSINESS, C-CORP**

SBA Classification: **SMALL BUSINESS**

UEID: **ULG9JD5Y1W23**

CAGE: **824L1**

NAICS: **336411, 334511, 336212, 336211, 336120, 541715**

POC #1

LARRY LEOVAN

HEAD OF GOVERNMENT SALES

LEOVANLARRY@CENSYSSTECH.COM

(507) 329-3903

POC #2

KYLE MILLER

DIRECTOR OF SALES

MILLERKYLE@CENSYSSTECH.COM

(386) 314-3532

WHAT WE DO

Enriching Lives through Technology. Censys Technologies is the leading provider of turnkey sUAS BVLOS solutions and value-added products. We are a small business operating out of a 24,000 sq ft. manufacturing and engineering space in Daytona Beach, FL. Censys provides steadfast customer support right from manufacturing and engineering support to include mobile command centers, payload integration, AI/ML data processing, and regulatory support. Censys' growing 150+ customer list across North America includes State and Federal government entities, utility companies, UAS service providers, training providers, engineering firms, precision agriculture, and public safety organizations.

SENTOURION MOBILE COMMAND CENTERS (MCCs)

The Sentourion Mobile Command Center offering originated out of a customer's need for towable trailer as a force multiplier for drone operations. Today, the MCC division of Censys has expanded beyond towable trailers specifically for drone operations. Censys manufactures custom mobile command centers for various use cases to include varying trailer configurations, transit vans, sprinter vans, service utility truck bodies, and class 5 step vans. Our MCCs provide custom integrations for mobile missions to include integrations of advanced ground-based radar systems, custom telemetry masts, and various networking/command and control systems.

SCOPE OF SERVICES

The Emergency Response Trailer for the City of Daytona Beach Shores Department of Public Safety will be built to the specifications and requirements outlined in the solicitation # ITB-Emergency Response Trailer-0-2024/CS. Censys makes a positive commitment to perform the services as described in the bid.

DELIVERY SCHEDULE

- Total Estimated Delivery Timeframe (6 Months from Contract Award and Payment)
- Milestone 1: Contract Award and 50% Payment
 - Weeks 1 - 2: Requirements Gathering/Finalization with Customer
- Milestone 2:
 - Weeks 3 - 6: Preliminary CAD Design Discussion and Final CAD Approval from Customer
- Milestone 3: Begin Production
 - Weeks 7 - 20: Procurement and MCC Production
 - Weeks 21 - 22: Quality Control and Product Testing
- Milestone 4:
 - Week 23 - 26: Delivery, Training, and final 50% Payment
 - Delivery Location: TBD
- **Potential 4 Week Slippage Accounted for in Delivery Schedule*

PROPOSED BID COSTS

Line Item	Unit Price
28' Bumper Pull Trailer	\$20,000
Frame & Exterior	\$36,000
Axles & Brakes	\$7,000
Tires & Wheels	\$3,000
Interior	\$11,000
Doors	\$7,500
Windows	\$7,500
Office (Front of Trailer)	\$11,000
Bathroom	\$35,000
Kitchen Area (Center of Trailer)	\$25,000
Sleeping Quarters (Rear of Trailer)	\$20,000
Electrical	\$20,000
Storage	\$8,000
Additional Accessories	\$30,000
SUBTOTAL	\$240,000
Factory Warranty (2-Year) <i>Censys warrants the structural portion of the trailer manufactured for a period of 2 years from the date of purchase. The structural portion of the warranty includes the main aluminum frame and all the aluminum crossmembers welded to it, including the framing in the walls and roof. The trailer manufactured by Censys shall be free from manufacturing defects in materials and workmanship supplied and attributable to Censys. Other components such as but not limited to tires, wheels, axles, awnings, winches, couplers, generators, hydraulic pumps, jacks, air conditioners, doors, windows, etc are covered by OEM warranties and thus must be filed with the OEM. The warranty is void if the product has been modified, abused, overloaded, inappropriately loaded, neglected, or misused in any way. Censys reserves the right to determine whether or not the customer has misused the product. The purchaser must notify Censys of any defect within (10) ten days after it is discovered. The purchaser warranty form must be completed and returned to Censys within (30) thirty days of purchase.</i>	\$9,600
Shipping	\$100
TOTAL	\$249,700

DEPARTMENT OF ENERGY: LOS ALAMOS NATIONAL LABORATORY

The objective of this program was to enhance Los Alamos National Laboratory's (LANL) UAS program with Beyond Visual Line of Sight (BVLOS) capabilities, multiple sensor suites, a mobile command center (MCC), and AI/ML data processing and automation. LANL in support of the National Nuclear Security Administration (NNSA) seeks to increase institutional capability to maximize its ability to assess the state of utilities infrastructure (UI) systems efficiently and more regularly while proactively addressing system issues before they reach failure and minimize the potential catastrophic impact to plutonium pit development. Turnkey UAS BVLOS capabilities provided by Censys for the monitoring and assessment of utilities infrastructure at LANL facilities will reduce extremely labor intensive, time consuming, and inefficient methodologies for the program. Geographic constraints due to the remote locations of the facilities create hazardous conditions for personnel. As LANL expands and updates its UI to support the mission shift towards plutonium pit production in support of the US Stockpile Stewardship Program, the frequency and need to conduct infrastructure assessments has significantly increased.

Kris Olson (UAS Program Manager) (505) 412-5651 kaolson@lanl.gov Los Alamos, NM 87545

EPISCI

EpiSci is a multidisciplinary, artificial intelligence company committed to bringing trustable autonomy to critical challenges. Powered by an exclusive portfolio of DoD and NASA sponsored technology, EpiSci develops and deploys trustable autonomous systems and software for defense and commercial applications. EpiSci's suite of hardware-agnostic Tactical AI solutions brings advanced autonomy to various vehicles, domains, and platforms. Located in San Diego County, EpiSci is a prime contractor on DARPA's Air Combat Evolution program, delivering trusted artificial intelligence for air-to-air combat and DIU's and AFRL's Golden Horde Colosseum program. Censys delivered a Sentourion MCC to EpiSci in August 2024. EpiSci's MCC is an F550 service utility body with a Duramag enclosed canopy box.

Nick Newsted (Chief Principal Engineer) (727) 742-7535 nnewsted@episci.com 13025 Danielson St, STE#106, Poway, CA 92064

SHIELD AI

Shield AI is an American aerospace and arms technology company based in San Diego, California. It develops artificial intelligence-powered fighter pilots, drones, and technology for military operations. Its clients include the United States Special Operations Command, US Air Force, US Marine Corps, US Navy and several international militaries. Shield AI utilizes a Sentourion Trailer MCC for routine UAS operations.

Trey Lindsey (Director of Flight Operations) (304) 299-9689 trey.lindsey@shield.ai 600 West Broadway, Ste 450, San Diego, CA 92101

PAYMENT TERMS

- 50% DUE UPON CONTRACT AWARD
- 50% DUE UPON DELIVERY

XIII. ANTI-COLLUSION STATEMENT

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

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

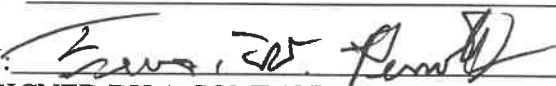
IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Censys Technologies Corporation

ADDRESS: 1808 Concept Ct, Ste 200

CITY AND STATE: Daytona Beach, FL 32114

TELEPHONE: O: (386) 314-7829, C: (507) 329-3903

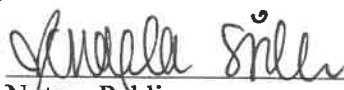
SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: CEO

STATE OF Florida
COUNTY OF Volusia

THE FOREGOING instrument was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 20 day of November, 2024, by Trevor Perrott, who is personally known to me or who has produced as identification.




Notary Public

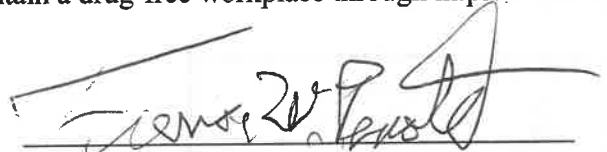
No bids will be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the consent of the City of Daytona Beach Shores.

NO BID (Reason):

XIV. DRUG-FREE WORKPLACE CERTIFICATION

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

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



Signature

**1 INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND Censys Technologies Corporation**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 20 day of November 2024, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and Censys Technologies Corporation, a Florida LLC or Inc. (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

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

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

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

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

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

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

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Bid Documents and the proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.

c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin the job within 30 days of acceptance of this contract but in no event shall the work go beyond May, 2025, ~~2024~~ TWP 12/24 or 6 months after acceptance of this contract, whichever is later.

4. **Payment.**

a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".

b. Progress payments, if any, will be made as set forth in Exhibit "A".

c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance, final payment, and performance guarantee.** Upon receipt of written notice that the work is ready for final inspection and acceptance, the CITY will promptly make such inspection. When it finds the work acceptable under this Agreement and the contract fully performed, it will promptly issue a final certificate stating that the work provided for in this Agreement has been completed, and acceptance by the CITY under the terms and the conditions thereof, is recommended and the entire balance, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of the final certificate. Before issuance of final certificate, CONTRACTOR must submit an affidavit satisfactory to the CITY that all payrolls, subcontractors, materialmen, and other similar bills and indebtedness connected with the work have been paid. CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the work; and further guarantees the successful

performance of the work for the service intended. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY will make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages.

6. Termination.

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

b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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

a. To CITY: Daytona Beach Shores, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;

b. To CONTRACTOR: Censys Technologies Corporation: 1808 Concept Ct, STE 200, Daytona Beach, FL 32114

8. Insurance.

a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

1. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;

2. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall

apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

3. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
4. Fire damage liability shall be included at \$500,000.00.

c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.

d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

9. General Provisions. CONTRACTOR must comply with the following general provisions:

a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. Personal nature of Agreement; Assignment.

1. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR.

Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

- 2.If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d.Discrimination.

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

e.Independent contractor.

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

f.Indemnification.

- 1.CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- 2.In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- 3.The indemnification provisions of this paragraph will survive the termination of this Agreement.

g.Public records.

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

- 3.Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
- 4.Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 2."Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- 3.If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- 4.CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- 5.CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- 6.Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

- h.Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that

are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

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

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

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

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

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

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

b. Binding Nature of Agreement. This Agreement is binding upon the successors and assigns of the parties hereto.

c. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

d.Amendment. No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

e.Severability. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

f.Construction. If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

g.Headings. All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

h.Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

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

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

11. Special Provisions.

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

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

ATTESTED BY:

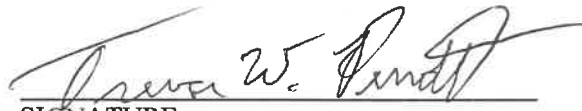
CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

CONTRACTOR



SIGNATURE

Print Name: Trevor Perrott

Title: CEO

Approved for form and content by:

Vose Law Firm, City Attorney



29710 FM 2978 Rd - Magnolia, TX 77354

P: 281-356-1386 F: 281-356-1380

www.tkind.com

City of Daytona Beach Shores
2990 S. Atlantic, Avenue
Daytona Beach Shores, FL 32118
Attn: Emergency Response Trailer bid

February 15, 2024

SCOPE OF WORK

28' Emergency Response Trailer

BASE

Dimensions

102" x 28' bumper pull

Coupler Height

Adjustable plate on face of tongue 2 5/16" ball coupler

Axle Placement

closed tandem

Suspension

7K EZ Lube

Torsion axle with electric brakes. Breakaway switch

Wheels

Aluminum polished wheels with hub and nut covers (17.5"). single wheel

Tires

17.5" Michelin or comparable

Brakes



Electric brakes on all wheel positions. Break away kit with lanyard included.

D.O.T Lights

All lights will be LED. Additional lights at roof rail; one per panel. Includes center turn signal lower mid trailer. Lift gate will have lights high and low for brake/turn signals.

Interior Height

6'6" interior height at center point of trailer

Construction

All aluminum cross members, main frame, upright posts, roof bows, exterior skins. Steel plate at axle mounting.

Exterior Skins

Aluminum .090 sheets adhered to frame installed raw. Painted to suit.

Roof Skins

Aluminum one piece skin .040 with ribbon seal at seams and rubber topcoat on entire roof. Roof capable of walk on requirement.

Floors

Main deck floor and upper deck floor are 3/16" aluminum plate. Black coin floor covering.

Windows

RV style sliding windows within each area on both sides. Total 6.

Insulation

Spray foam insulation in all walls. High density foam block in ceiling.

OPTIONS

Entry Door

One (1) 36" clear opening entry door on curbside. Door will have flush exterior handles with a separate residential style deadbolt lock. Door will have hold backs to store in open position.

**Steps**

Curbside entry door will have set Race Ramp out steps. Total of 1

Rear Door

Rear ramp door with piano hinge. Fold over flap extension 16" Aluminum.
Tailer lights high and low on ramp door for safety.

Generator Compartment

Aluminum enclosed generator box on nose of trailer with four (4) hinged access doors on front and vented as required. Box will house generator on top shelf, batteries, fuel tank, air compressor and AC condenser as space permits. 110V service outlet, track feed cable, 50A shoreline accessible on side of box. CAT6 cable terminated in overhead cabinet to be clarified by customer. Recessed ladder on curbside for roof access.

Landing gear

Front hydraulic operated legs will be controlled separately from panel on the side of generator box. No manual landing gears. Legs will have pads adequate for use in soft soil/sand conditions.

Exterior 110V Outlets

Locate outlets under trailer front, middle and rear on curbside. One service outlet inside generator box.

Back up camera

Camera installed on rear frame and wired to pigtail at nose of trailer to feed /connect to tow vehicle monitor.

Generator

Minimum 7W gas generator located in compartment on nose of trailer. Brand TBD based on stock availability and shared with customer for final approval. Interior remote start panel with tank and function monitoring.

Fuel Tank

Minimum 25 Gallon diesel fuel tank located within generator box. Tank will be vented and have easy access for fuel fill through lower doors.

Office area

Black rubber coin flooring. Exterior Entry door into office area. White ceiling with white aluminum wall coverings for dry erase use. L shape workbench across front wall with overhead cabinets and a 24" wide full height closet.

Bathroom

Separate restroom with corner shower, stool and sink. 6 gallon electric hot water heater. 51 gallon fresh water tank. 60 gallon fresh water tank. 60 gallon gray water tank. 30 gallon black waste tank. Tank monitor system within restroom. 12V dome light. 12V fan roof vent.



Towel rack and tissue holder. Medicine cabinet above sink. Black rubber coin flooring. Aluminum walls and ceiling. Partition wall with entry door with flush handle and occupied lock system.

Kitchen area

Counter top with shelf in workbench area. Fold down countertops. 8.0 CU FT fridge. Microwave built into overhead cabinets. CO2/LP leak detector mounted- 12V with battery disconnect. Fire extinguisher. Insulated walls. 24" full height cabinet. White walls and ceiling. Black rubber coin floor.

Interior Lighting

LED puck lights on all rooms. Switched separately per room.

Exterior lights

Four LED scene lights on curbside.

Exterior TV

50" smart TV located within recessed compartment with flip up door on gas shocks. 110V outlet, carpeted interior panels. Small sound bar. CAT 6 CONNECTION TO tv.

12V Electrical

Two (2) deep cycle AGM batteries with cutoff switch. A generator start battery and main battery disconnect. 24V converter 50 AMP. LED lights, 90-amp battery charger.

110V Electrical

Paneltronics marine style control panel with fused switches per circuit. Panel includes shore/generator transfer switch and digital read displays showing amp draw and input power. Location TBD. Outlets as described per section above. Switches and outlets are Decora style with cover plates matching surrounding finish grade. 35' shore cord with 50A twist lock connection on side of generator box. 110V outlets above all desk/countertop areas.

Sleeping quarters

Partition wall only. 2 sets of fold down collapsible bunk beds. RV style. 18" x 48" removable pedestal table. White walls and ceiling. Black rubber coin floor.

HVAC

15K btu rooftop AC with heat strip and wall mounted thermostat.

Exterior Paint

Trailer painted in house with commercial urethane paint. White base with clear topcoat.

PRICING



Trailer: \$347,880.00
33% deposit: \$114,800.00
F.E.T. \$ not applicable
Balance due upon completion: \$233,080.00

Submitted by:

Dan Belore
Executive Business Development Manager
Turnkey Industries

Accepted by:

Daytona Beach Shores



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval Of Sewer Division Purchase Of A 2025 Ford F-350 Super Crew Cab Truck With Hydraulic Crane Add-On

SYNOPSIS:

The Sewer Division is in need of a new super crew truck with a hydraulic crane for its continued operation and maintenance of sanitary sewer assets. The subject purchase request is for a 2025 Ford F-350 Super Crew Cab truck with a hydraulic crane add-On. The cost for this purchase provided in the quote from Allan Jay Fleet Sales is \$133,185. If approved, the purchase would be done via the City Commission approved piggyback contract with Allan Jay Fleet Services - City of Tallahassee.

The City Commission approved amended FY2024-2025 Budget has \$130,000 earmarked for this purchase. This amount was based on the quote provided during the budgeting process, which was only \$115,000. The \$3,185 difference between the budgeted amount and actual cost can be covered from the Sewer Division capital account savings anticipated from not purchasing a budgeted item.

FISCAL IMPACT STATEMENT:

This is a budgeted item.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval.

ATTACHMENT: 1. Sewer Division Purchase Request-F350 SuperCrew Cab W Crane-Allan Jay Via City of Tallahassee Piggyback

REQUESTOR: Alex Schwab DATE: 12/3/2024

SUPERVISOR INITIALS: TM DATE: 12-3-24

C/S DIRECTOR INITIALS: SL DATE: 12-3-24

VENDOR: Alan Jay Fleet Sales VENDOR NUMBER: _____

ADDRESS: _____

PAYMENT TYPE:

PURCHASE ORDER/BPO
FOR CHECK X CREDIT CARD: _____

ACCOUNT TO BE CHARGED: 5350- Fund 460

PURPOSE: New truck for Sewer

[illegible]

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	59614-4
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105 FAX 863-402-4221	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
11/18/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/2/2024

REQUESTING AGENCY	DAYTONA BEACH SHORES, CITY OF
CONTACT PERSON	ALEX SCHWAB
PHONE	386-763-7577
MOBILE	
FAX	
EMAIL	ASCHWAB@CITYOFDBS.ORG

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	W3H 640A	MSRP	\$72,050.00
	2025 FORD F-350 SUPER CREW CAB CHASSIS 4WD DRW 179" WB XL 60" CA		

CUSTOMER ID		GOVERNMENT PRICE	\$57,125.00
BED LENGTH	60" CA		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$10,490.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
18B	OPTIONS Platform Running Boards	\$440.00
52B	Trailer Brake Controller	\$295.00
640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
67E	250 Amp Alternator	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$0.00
TD8	Tires: LT245/75R17E BSW PLUS A/S (6)	\$0.00
X4N	Limited Slip w/4.10 Axle Ratio	\$390.00
872	Rear View Camera & Prep Kit	\$410.00
		\$12,025.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS
TEMP-TAG	Temporary tag	\$45.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
K 6108D54J-R	Knapheide 9' DRW crane body for 16,000 ft. lb. cranes. Includes standard shelving, crane bumper with outriggers, integrated receiver hitch, and standard shelving. (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.) req's 60" CA	\$24,495.00
K EC4000-CC	Stellar 4000lb EH 16,000 ft. lb. crane with hydraulic extension 8 - 12ft, manual extension 12 - 16 ft, adj boom rest 18 - 26" 150 amp circuit breaker, single side spring build up, and additional battery in crane compartment (Requires DRW Crane Body).	\$28,860.00
K PENDANT	WIRELESS PENDANT FOR EC4000	\$1,800.00
K MLS-6	Master locking system 6-door bodies	\$915.00
K CONE	Furnish and install (1) Custom Tow Hook Mounted Cone Holder (F-Series Only)	\$835.00
NOTE	CONE HOLDER TO BE INSTALLED ON REAR BUMPER	\$0.00
K CLV-SB	Class V Hitch for Service Body	\$1,200.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	\$215.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	\$1,180.00
AJ COMP 6-LED	LED compartment lights installed in all compartments of 8' or 9' service body.	\$785.00
FS MP3-8-AA	(8) Federal Signal Micro Pulse Ultra LED's with (4) mounted in grille and (4) mounted to rear of vehicle (AMBER).	\$1,890.00
WTF CRW	Weather Tech floor liner system for crew cab pick-up trucks.	\$315.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	\$245.00
W INNER-F-FST	Whelen solo color Front Interior Lightbar with eight 6-LED lamps, upper front unit that fits snugly against the front window of the vehicle, individual driver and passenger side units, with two LED flashing/take-downs (one per housing).	\$1,255.00

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

NOTE

ABOVE LIGHTS AMBER

\$0.00

AFTERMARKET OPTIONS

\$64,035.00

TRADE IN

TOTAL COST

\$133,185.00

YES WE TAKE TRADE INS [www.ASKABOUTMUNICIPALFINANCING.com](#)

TOTAL COST LESS TRADE IN(S)

QTY

1

\$133,185.00

Estimated Annual payments for 60 months paid in advance: \$30,621.98

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

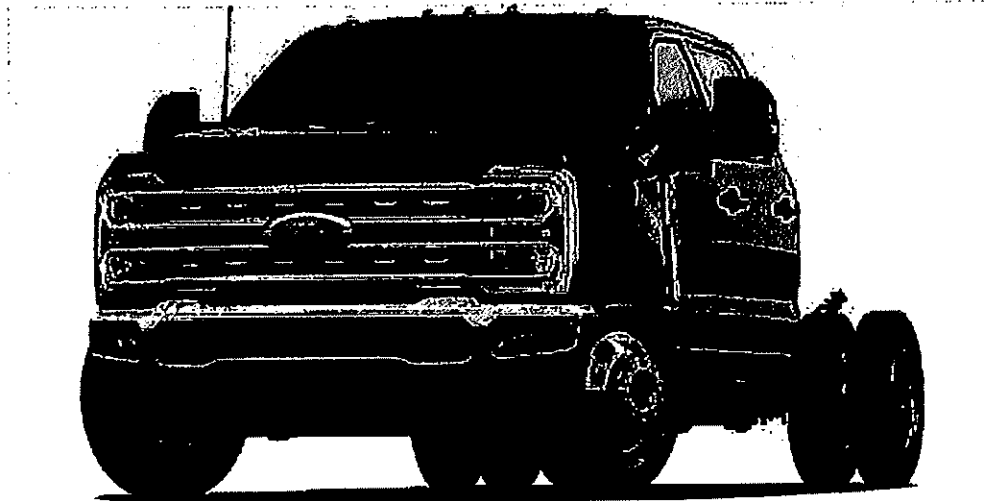
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA (✓ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA

MSRP: \$58,005.00

Interior: Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W3H	[Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA	\$58,005.00
OPTIONS		
18B	Platform Running Boards	\$445.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	\$300.00
640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA (✓
Complete)

67E	250 Amp Alternator		\$0.00
86M	Dual 68 AH/65 AGM Battery	Inc.	
872	Rear View Camera & Prep Kit		\$415.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20		\$10,495.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat		\$0.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)		\$0.00
X4N	Limited Slip w/4.10 Axle Ratio		\$395.00
Z1	Oxford White		\$0.00
SUBTOTAL			\$70,055.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$72,050.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA (✓ Complete)

Standard Equipment

Mechanical

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

190 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

7140# Maximum Payload

GVWR: 14,000 lb Payload Package

HD Shock Absorbers

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Upfitter Switches

Exterior

Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)

Tires: LT245/75Rx17E BSW PLUS A/S (6) -inc: Spare may not be the same as the road tire (STD)

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA (✓ Complete)

Exterior

Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and External Memory Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Rear Cupholder

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA (✓
Complete)

Interior

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -Inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -Inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -Inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
SYNC 4 Communications & Entertainment System -Inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm

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Data Version: 23987. Data Updated: Nov 18, 2024 6:43:00 PM PST.



Alan Jay Fleet

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA (✓
Complete)

Interior

Securilock Anti-Theft Ignition (pats) Immobilizer

2 12V DC Power Outlets

Air Filtration

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Pre-Collision Assist with Automatic Emergency Braking (AEB)

Lane Departure Warning

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Outboard Front Lap And Shoulder Safety Belts -Inc: Height Adjusters

Safety Canopy System Curtain 1st And 2nd Row Airbags

Dual Stage Driver And Passenger Front Airbags

Rear Child Safety Locks

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (W3H) XL 4WD Crew Cab 179" WB 60" CA (✓ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	7478 lbs	Gross Axle Wt Rating - Front	5600 lbs
Gross Axle Wt Rating - Rear	10300 lbs	Curb Weight - Front	3960 lbs
Curb Weight - Rear	2832 lbs	Option Weight - Front	587.00 lbs
Option Weight - Rear	99.00 lbs	Reserve Axle Capacity - Front	1053.00 lbs
Reserve Axle Capacity - Rear	7369.00 lbs	As Spec'd Curb Weight	7478.00 lbs
As Spec'd Payload	6522.00 lbs	Maximum Payload Capacity	7208.00 lbs
Gross Combined Wt Rating	34500 lbs	Gross Axle Weight Rating	15900.00 lbs
Curb Weight	6792.00 lbs	Reserve Axle Capacity	8422.00 lbs
Total Option Weight	686.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	17500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1750 lbs
Fifth Wheel Hitch - Max Trailer Wt.	25600 lbs	Fifth Wheel Hitch - Max Tongue Wt.	6400 lbs
Maximum Trailing Capacity	17500 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	5600 lbs	Spring Capacity - Rear	10300 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	6000 lbs	Axle Capacity - Rear	10300 lbs

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Complete)

Chassis

Suspension

Axle Ratio (:1) - Front	4.10	Axle Ratio (:1) - Rear	4.10
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TD8	Rear Tire Order Code	TD8
Spare Tire Order Code	N/A	Front Tire Size	LT245/75SR17
Rear Tire Size	LT245/75SR17	Spare Tire Size	N/A
Front Tire Capacity	5820 lbs	Rear Tire Capacity	11640 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 6.5 in	Rear Wheel Size	17 X 6.5 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	58.8 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.3 in
Rear Brake Rotor Diam x Thickness	14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

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Chassis

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.4 in
Second Leg Room	43.6 in	Second Shoulder Room	65.9 in
Second Hip Room	64.7 in		

Exterior Dimensions

Wheelbase	179 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	265.2 in
Width, Max w/o mirrors	80 in	Height, Overall	82.3 in
Overhang, Front	38.3 in	Overhang, Rear w/o bumper	47.2 in
Front Bumper to Back of Cab	N/A	Cab to Axle	60 in
Cab to End of Frame	107.2 in	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	34.1 in
Ground Clearance, Front	8.4 in	Ground Clearance, Rear	8.4 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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CITY OF DAYTONA BEACH SHORES'
AGREEMENT TO PIGGYBACK SERVICES CONTRACTED BY
THE CITY OF TALLAHASSEE

THIS AGREEMENT is made and entered into this 5 day of October, 2023, by and between the CITY OF DAYTONA BEACH SHORES (the "City"), a Florida municipality, and ALAN JAY AUTOMOTIVE MANAGEMENT, INC. d/b/a ALAN JAY FLEET SALES (the "Contractor"), a Florida corporation, concerning that certain agreement entitled AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS, VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS Agreement No. 5179, originally dated the 1st day of January, 2022 ("City of Tallahassee Contract").

WITNESSETH:

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

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

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

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

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

WHEREAS, the City of Tallahassee, Florida advertised a Request for Proposals No.: 096-21-KM, for new municipal vehicles; and

WHEREAS, The City of Tallahassee, Florida thereafter awarded the bid to Contractor based on the terms and conditions set forth in the Contract between Contractor and the City of Tallahassee, Florida, dated on or around the 1st day of January, 2022.

WHEREAS, the initial term of the City of Tallahassee Contract was three (3) years, with the option to renew for an additional term of two (2) years.

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

♣ **WHEREAS**, the City of Tallahassee is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Ordinance 2022-13, section 2-9 (i) (3) of the City of Daytona Beach Shores Code of Ordinances authorizes the city manager to recommend the purchase of personal property and contractual services by "piggy-backing" on an award by another governmental entity's competitive bidding process if certain criteria are met; and

WHEREAS, the City Manager finds the City of Tallahassee Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Daytona Beach Shores; 2) The City of Daytona Beach Shores and Contractor authorize the "piggyback" on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Daytona Beach Shores to enter into an agreement with Contractor containing similar terms and conditions as contained the City of Tallahassee Contract; and

WHEREAS, the parties hereby agree and consent to "piggyback" on the rates/prices and terms and conditions in City of Tallahassee Contract, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

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

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

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

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

- ♣ (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

6. **Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is

practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

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

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

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

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

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

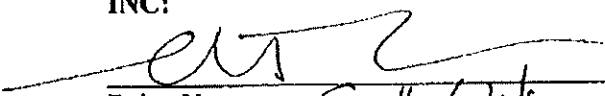
A. None.

(SIGNATURE PAGE TO FOLLOW)

ALAN JAY AUTOMOTIVE MANAGEMENT, INC
CITY OF TALLAHASSEE PIGGYBACK AGREEMENT
SIGNATURE PAGE

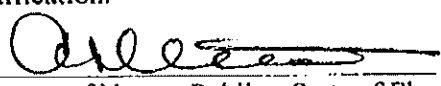
IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the
days and year indicated below and the signatories below to bind the parties set forth herein

ALAN JAY AUTOMOTIVE MANAGEMENT,
INC:


Print Name: Scott H. Watson
Title: Fleet Sales Manager

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization, this 5 day of October, 2023, by Scott H. Watson of ALAN
JAY AUTOMOTIVE MANAGEMENT, INC, a Florida corporation, on behalf of the
corporation, and he/she is personally known to me or has produced (type of identification) as
identification.


Signature of Notary Public - State of Florida

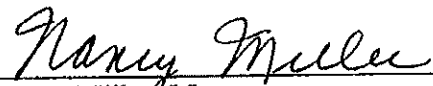
Angela Tirado HH 354323
Printed/Typed/Stamped Name of Notary
My commission expires: Apr 6 2027



ATTEST:

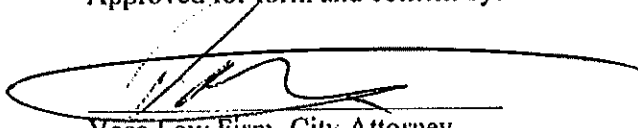

Cheri Schwab, City Clerk

CITY OF DAYTONA BEACH SHORES


Nancy Miller, Mayor

Seal:

Approved for form and content by:


Yose Law Firm, City Attorney



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 10, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-22: Allowing Non-Conforming Land Use for Jet Set of Daytona at 2560 S. Atlantic Avenue

SYNOPSIS:

Ordinance 2024-22, if approved, would allow Body Art Gallery, doing business as Jet Set of Daytona, to continue operating a non-conforming body art establishment in the "GC-RD" General Commercial-Redevelopment District at 2560 S. Atlantic Avenue in Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Hurricane Ian impacted our area on September 28 and 29, 2022. While many buildings and structures in Daytona Beach Shores sustained damage, the plaza at 2518 S. Atlantic Avenue, where the Jet Set of Daytona body art establishment was located, sustained enough damage to prevent occupancy of all tenants of the plaza. The body art use was a nonconforming use for Jet Set of Daytona at that address, but the business had operated there legally for over twenty years as a "grandfathered" use.

On January 10, 2023, the City Commission of the City of Daytona Beach Shores approved Ordinance 2022-29, which authorized businesses with existing non-conforming uses operating in the "GC-RD" General Commercial-Redevelopment District, to temporarily relocate from sites substantially damaged during Hurricane Ian, to other sites in the same zoning district. The Ordinance included a two (2) year sunset clause, meaning the described provisions will expire on January 9, 2025.

Jet Set of Daytona, the only business which utilized the non-conforming use relocation authorization under Ordinance 2022-29, re-opened at its current address at 2560 S. Atlantic Avenue. Through legal counsel, in a letter dated September 16, 2024, the Jet Set of Daytona business owner, Gad Benchetrit, requested the business be allowed to permanently operate from the new location due to factors enumerated in said letter (see included Cobb & Cole letter).

At the City Commission's direction, the City Attorney and staff have drafted an ordinance which will

allow this business to remain permanently at the new location of 2560 S. Atlantic Avenue as a nonconforming use, provided the business is not discontinued for a period of six (6) months or more, pursuant *LDC*, Section 14-13. Further, the ordinance will require the business owner to cause non-public-safety-required lighting to be off during specific hours, daily. If this or a similar ordinance is not approved, the business will be required to terminate its nonconforming use at its current location on or by January 9, 2025.

PLANNING & ZONING BOARD

The Daytona Beach Shores Planning and Zoning Board will hear this item on December 9, 2024. The Board's recommendation will be provided at the City Commission hearing on December 10, 2024.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-22 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2024-22 as presented."
- OR
2. "I move to approve Ordinance 2024-22 with the following changes..."
- OR
3. "I move to deny Ordinance 2024-22 on the basis of the following..."

- ATTACHMENT:**
1. Exhibit A (4 pages) Ord. 2024-22 Allows Jet Set of Daytona to remain at 2560 S. Atlantic Ave.
 2. Exhibit B (2 pages) Letter of Request Re Jet Set of Daytona
 3. PZ Planning Analysis & Exhibits C-E (6 pages) Ord.2024-22, Jet Set of Daytona
 4. Exhibit F (3 pages) - Business Impact Estimate
 5. Exhibit G (5 pages) Ordinance 2022-29 Allowed Jet Set of Daytona to move to 2560 S. Atlantic Ave., adopted Jan 10, 2023

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ALLOWING BODY ART GALLERY, INC. DOING BUSINESS AS THE JET SET OF DAYTONA BUSINESS TO REMAIN AS A NONCONFORMING USE IN THE “GC-RD” GENERAL COMMERCIAL-REDEVELOPMENT DISTRICT AT 2560 SOUTH ATLANTIC AVENUE AS A RESULT OF THE EXTRAORDINARY CIRCUMSTANCES CAUSED BY HURRICANE IAN; PROVIDING FOR FINDINGS, IMPLEMENTING ADMINISTRATIVE ACTIONS, SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND AN EFFECTIVE DATE.

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

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

WHEREAS, Jet Set of Daytona (the “business”) is a business primarily engaged in body art; and

WHEREAS, the business has been located for a period of 23 years at the commercial plaza at 2518 S. Atlantic Avenue (the “plaza”) and such plaza was zoned “GC-1” Tourist-Oriented Commercial District at the time of the business’s opening; and

WHEREAS, body art was an approved use in the “GC-1” Tourist-Oriented Commercial District in 2001, 23 years ago; and

WHEREAS, the property the plaza occupies was rezoned to the “GC-RD” General Commercial-Redevelopment District on December 9, 2008, at which time, body art became a nonconforming use at this property; and

WHEREAS, Hurricane Ian struck the City of Daytona Beach Shores on September 28 and September 29, 2022, during which the plaza sustained substantial damage; and

WHEREAS, after Hurricane Ian, the owner of Jet Set of Daytona requested the City temporarily allow the relocation of his business in the GC-RD District to 2560 S. Atlantic Avenue until adequate repairs were made at the plaza and such request was granted pursuant to Ordinance 22-29, for a period of two (2) years from the ordinance’s adoption, or to January 9, 2025; and

WHEREAS, Hurricane Ian passed and recovery efforts have taken place in the City of Daytona Beach Shores; and

WHEREAS, the current owner of the plaza has communicated that the plaza may be re-developed and the location may no longer be used as a commercial plaza; and

WHEREAS, the owner of Jet Set of Daytona has made improvements to its current location at 2560 S. Atlantic Avenue and has successfully operated at such location since its relocation there with no reported incidents or complaints to the code enforcement division; and

WHEREAS, the owner of the business has now requested that Jet Set of Daytona be permitted to remain as a non-conforming use at 2560 S. Atlantic Avenue so long as it is not discontinued for a period of six (6) months, pursuant to the City’s *Land Development Code*, Section 14-13.; and

WHEREAS, the owner of the business has agreed to utilize only lighting reasonably required for the safety of employees, customers, and members of the public after 10:00 p.m. every evening; and

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

WHEREAS, on December 9, 2024, the Planning and Zoning Board of the City of Daytona Beach Shores heard and recommended approval of this Ordinance; and

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

WHEREAS, the City Commission of the City of Daytona Beach Shores finds that it is in the best interest of the businesses, citizens and visitors of the city to adopt this Ordinance.

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

SECTION ONE. **RECITALS AS FINDINGS.** The “WHEREAS” clauses are hereby incorporated by reference herein and constitute the findings of the City Commission of the City of Daytona Beach Shores.

SECTION TWO. The City Commission of the City of Daytona Beach Shores hereby authorizes the Jet Set of Daytona business to permanently locate as a non-conforming use at 2560 S. Atlantic Avenue and to remain there so long as such use is not discontinued for a period of six (6) months, pursuant to the City's *Land Development Code*, Section 14-13. and the owner shall comply with the following:

1. Except for lighting reasonably required for public safety and existing signage, all exterior lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions.

SECTION FOUR. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to nonconforming uses, as well as any and all related actions and activities, are hereby ratified and affirmed.

SECTION FIVE. CONFLICTS. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION SIX. SEVERABILITY. If any Section or portions of a Section of this Ordinance 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 Ordinance.

SECTION SEVEN. NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores* or, the *Land Development Code of the City of Daytona Beach Shores*.

SECTION EIGHT. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption and may be extended as provided herein.

SIGNATURES ON NEXT PAGE

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. "BECKY" VOSE, CITY ATTORNEY

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

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

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Croity
Michael O. Sznapstajler
Andrew C. Grant
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka



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Jessica L. Gow
Sydney V. Cichon
Anthony E. Aguianno
Baylee D. Bunyard
Anne M. Kehrl
Alanna V. Smith

OF COUNSEL
Lary D. Marsh
Ira Halford

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

September 16, 2024

VIA EMAIL

Members of City Commission
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

VIA EMAIL

Mr. Kurt Swartzlander
City Manager
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Re: Request for Amendment to Land Development Code for Nonconforming Use —
Jetset Tattoos & Piercings

Dear Mr. Swartzlander and Commission Members:

Our firm has the pleasure of representing Jetset Tattoos & Piercings (“Jetset Tattoos”), a tattoo and body piercing studio which has operated in the Daytona Beach Shores community for over 20 years. The purpose of this letter is to request an amendment to the Daytona Beach Shores Land Development Code to allow Jetset Tattoos to continue as a legally nonconforming use in its current zoning designation, as further detailed below.

For 23 years, Jetset Tattoos operated out of the plaza formerly known as the “Pappas Plaza” located at 2516 S Atlantic Avenue in Daytona Beach Shores (the “Original Location”). When the Original Location was destroyed by Hurricane Ian in 2022, Jetset Tattoos moved to its current location at 2560 S Atlantic Avenue (the “Current Location”), under a temporary ordinance passed by the City, Ordinance No. 2022-29, that permitted nonconforming businesses affected by the hurricane to relocate while repairs were being made. Jetset Tattoos invested approximately \$50,000 to build out the space and resume operations at the Current Location.

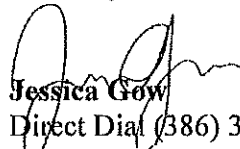
Recently, the Original Location was acquired by a new owner, who has indicated that he does not intend to continue operating it as a commercial plaza and plans to demolish the site in the future. While the new owner has offered Jetset Tattoos the opportunity to remain at the Original Location under a shorter term than their original lease, this arrangement would require Jetset Tattoos to independently fund significant interior buildout and improvements, including but not limited to new exterior signage, lighting, flooring, counters, plumbing, and electrical work. These upgrades are estimated to cost in excess of \$120,000, a substantial burden for our client given the temporary nature of the lease.

While Jetset Tattoos fully respects the new owner's right to manage his property as he sees fit, the financial demands associated with returning to the Original Location are prohibitive. Moreover, Jetset Tattoos has successfully operated out of the Current Location without any difficulties – while the footprint of the current location is smaller than the original location, Jetset Tattoos has found that the current location is appropriately scaled for the area and that operations have occurred without any resident comments or concerns. We understand that tattoo shops are not a permitted use under the General Commercial Redevelopment District (GC-RD) zoning classification for the Current Location.

In light of these circumstances, we respectfully request that the City Commission consider amending the Daytona Beach Shores Land Development Code to allow Jetset Tattoos to continue its operations as a nonconforming use under its current zoning designation at the Current Location, restricting this change to allow a use that has been established under temporary authorization to remain in place so long as the use is not discontinued for a period of six (6) months. Given Jetset Tattoos' longstanding history in the Daytona Beach Shores community and its successful transition to the Current Location, we believe that permitting this nonconforming use would not only preserve a valued local business but also maintain continuity for its customers and employees.

Thank you for your attention to this matter. Please do not hesitate to reach out should you have any questions.

Sincerely,



Jessica Gow

Direct Dial (386) 323-9225

Email Jessica.Gow@cobbcole.com

cc: Stewart Cruz
Community Services Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

	PLANNING ANALYSIS
SUBJECT:	Ord.2024-22 (Exhibit A): Body Art Gallery, Inc. dba Jet Set of Daytona to remain as a nonconforming use at 2560 S. Atlantic Ave.
LOCATION:	2560 S. Atlantic Avenue in Daytona Beach Shores
REQUESTOR:	Gad Benchetrit, owner of Body Art Gallery, Inc. dba Jet Set of Daytona, through Attorney Jessica Gow of the Cobb & Cole Law Firm
SUMMARY:	Ordinance 2024-22 would allow Body Art Gallery, doing business as Jet Set of Daytona, to continue operating a non-conforming body art establishment in the "GC-RD" General Commercial-Redevelopment District at 2560 S. Atlantic Avenue in Daytona Beach Shores
RECOMMENDATION:	Approval as Presented
READING:	Planning & Zoning Board
STAFF CONTACT:	Gwyn Herstein, City Planner, PH: 386-763-5376

I. BACKGROUND

Hurricane Ian impacted our area on September 28 and 29, 2022. While many buildings and structures in Daytona Beach Shores sustained damage, the plaza at 2518 S. Atlantic Avenue, where the Jet Set of Daytona body art establishment was located, sustained enough damage to prevent occupancy of all tenants of the plaza. The body art use was a nonconforming use for Jet Set of Daytona at that address, but the business had operated there legally for over twenty years as a “grandfathered” use.

On January 10, 2023, the City Commission of the City of Daytona Beach Shores approved Ordinance 2022-29, which authorized businesses with existing non-conforming uses operating in the "GC-RD" General Commercial-Redevelopment District, to temporarily relocate from sites substantially damaged during Hurricane Ian, to other sites in the same zoning district. The Ordinance included a two (2) year sunset clause, meaning the described provisions will expire on January 9, 2025.

Jet Set of Daytona, the only business which utilized the non-conforming use relocation authorization under Ordinance 2022-29, re-opened at its current address at 2560 S. Atlantic Avenue. Through legal counsel, in a letter dated September 16, 2024, the Jet Set of Daytona business owner, Gad Benchetrit, requested the business be allowed to permanently operate from the new location due to factors enumerated in said letter (see included Cobb & Cole letter – **Exhibit B**).

At the City Commission's direction, the City Attorney and staff have drafted an ordinance which will allow this business to remain permanently at the new location of 2560 S. Atlantic Avenue as a nonconforming use, provided the business is not discontinued for a period of six (6) months or more, pursuant *LDC*, Section 14-13. Further, the ordinance will require the business owner to cause non-public-safety-required lighting to be off during specific hours, daily. If this or a similar ordinance is not approved, the business will be required to terminate its nonconforming use at its current location on or by January 9, 2025.

II. PROPOSED ORDINANCE

The proposed regulations contained in Ordinance 2024-22 are consistent with the City's adopted Comprehensive Plan Update (2030). The proposed ordinance would accomplish the following:

1. Authorize Body Art Gallery, Inc. dba Jet Set of Daytona to permanently locate at 2560 S. Atlantic Avenue as a non-conforming use, for as long as the use is not discontinued for a period over six (6) months.
2. Cause said business owner/staff to utilize only existing signage and the lighting required for public safety purposes between the hours of 10:00 p.m. and 7:00 a.m. daily.

III. EXISTING ZONING AND LAND USE

Table 1 below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	GC-RD	Beach Plaza: Ace Hardware, Smoke & Toke Vape
North	P	Andrinopoulos Park
Southeast	GC-RD	Cherry Hill Ice Cream Cafe
Southwest	GC-1	Pet Grooming, Wow Factor Interiors, A Hair Affair
East	T-RMF-1	Peninsula Condominium
West	City of Daytona Beach	Single-Family Residences

Notes: GC-RD = General Commercial-Redevelopment District; P = Public; GC-1 = Tourist-Oriented Commercial District; T-RMF-1 = Hotel/Motel-Residential Multifamily District (High Density).

As seen in **Table 1** above and **Exhibit C**, the subject property has a zoning designation of GC-RD.

IV. CITY COMMISSION

The City Commission approved this Ordinance during its 1st reading at the November 12, 2024, City Commission meeting. The 2nd reading of this ordinance is scheduled for December 10, 2024, at which time, the City Commission will be provided the recommendation made by the Planning and Zoning Board.

V. STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Board recommends approval of Ordinance 2024-22 as presented to the City Commission.

Exhibit C - Zoning Map for 2560 S. Atlantic Avenue



Source: Volusia County, ArcGIS 2024

Zoning Districts for City properties near 2560 S. Atlantic Avenue:

GC-RD – General Commercial-Redevelopment District

GC-1 – Tourist-Oriented Commercial District

P – Public

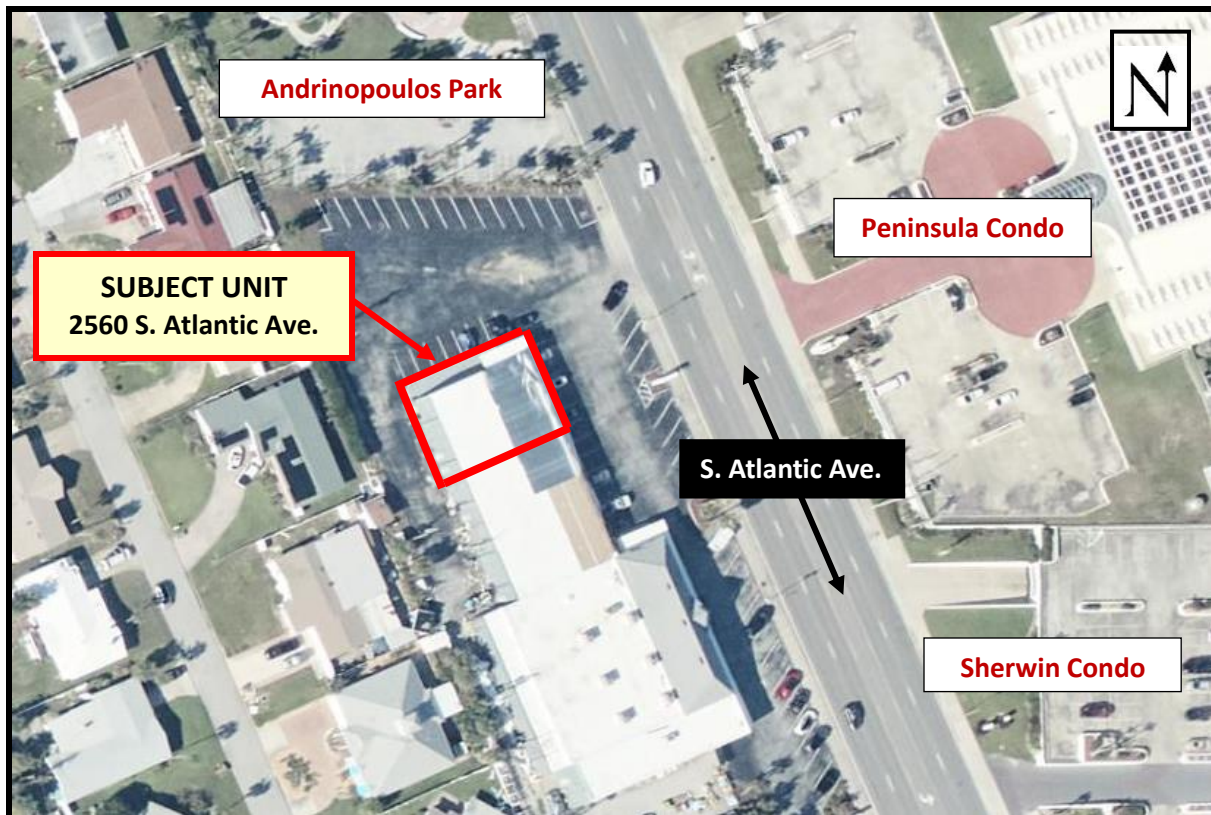
RMF-3 – Multifamily Residential District (Low Density)

T/RMF-1 – Hotel-Motel District/Multifamily Residential District (High Density)

Exhibit D – Site Location Maps for 2560 S. Atlantic Avenue



Source: NOAA Imagery AOIs/ESRI Community Map Contributors, ArcGIS 2024



Source: NOAA Imagery AOIs/ESRI Community Map Contributors, ArcGIS 2024

EXHIBIT E

Streetview of North End of Beach Plaza at 2560 S. Atlantic Ave.



Business Impact Estimate Form

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

Proposed ordinance’s title/reference:

ORDINANCE 2024-22

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ALLOWING BODY ART GALLERY, INC. DOING BUSINESS AS THE JET SET OF DAYTONA BUSINESS TO REMAIN AS A NONCONFORMING USE IN THE “GC-RD” GENERAL COMMERCIAL-REDEVELOPMENT DISTRICT AT 2560 SOUTH ATLANTIC AVENUE AS A RESULT OF THE EXTRAORDINARY CIRCUMSTANCES CAUSED BY HURRICANE IAN; PROVIDING FOR FINDINGS, IMPLEMENTING ADMINISTRATIVE ACTIONS, SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND AN EFFECTIVE DATE.

Applicable Exemptions:

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

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

Business Impact Estimate:

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

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

The purpose of Ordinance 2024-22 is to allow a decades-established Daytona Beach Shores business with a non-conforming use, which has been operating at the temporary location of 2560 S. Atlantic Avenue, as authorized by Daytona Beach Shores Ordinance 2022-29, to permanently utilize this location, with the use remaining non-conforming.

The public, in the form of neighboring businesses, citizens, and visitors to the area, is served by the continued operation of a successful business through the daily upkeep of the premises, the year-round occupancy of the storefront, and the services offered to its patrons.

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

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

Ordinance 2024-22 has no direct compliance costs.

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

There are no new fees or charges associated with Ordinance 2024-22.

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

There will be no regulatory costs associated with Ordinance 2024-22.

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

Ordinance 2024-22 is estimated to have no negative impact on businesses in the City of Daytona Beach Shores but is likely to positively impact other businesses operating from the same commercial plaza.

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

None

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

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATED TO THE TEMPORARY RELOCATION OF BUSINESSES WITH NONCONFORMING USES THAT HAVE INCURRED SUBSTANTIAL DAMAGE AS A RESULT OF HURRICANE IAN IN THE “GC-RD” GENERAL COMMERCIAL REDEVELOPMENT DISTRICT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SUNSET PROVISION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on September 23, 2022, the Governor of the State of Florida issued **Executive Order 22-218** to declare a state of emergency for all counties in the state of Florida, including Volusia County, due to the impending effects of Hurricane Ian; and

WHEREAS, on September 24, 2022, the Governor of the State of Florida issued **Executive Order 22-219**, amending **Executive Order 22-218**; and

WHEREAS, on September 27, 2022, the City Manager of the City of Daytona Beach Shores issued a **Declaration of Local Emergency** for Hurricane Ian, consistent with Section 2-9(b) of the Charter of the City of Daytona Beach Shores; and

WHEREAS, Hurricane Ian struck the City of Daytona Beach Shores on September 28 and September 29; and

WHEREAS, on September 29, 2022 the President of the United States declared a major disaster for the State of Florida as a result of Hurricane Ian, which was noticed in the Federal Register as FEMA-4673-DR; and

WHEREAS, Hurricane Ian has passed and recovery efforts have begun in the City of Daytona Beach Shores; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue sustained substantial damages that prohibited its occupancy due to the impacts of Hurricane Ian; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue is located in the “GC-RD” General Commercial Redevelopment District; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue has a bonafide business with a nonconforming use; and

WHEREAS, the owner of the business with a nonconforming use located in the commercial plaza at 2518 S. Atlantic Avenue has requested the City temporarily allow the relocation of his business in the GC-RD District until adequate repairs can be made at the plaza; and

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

WHEREAS, on December 12, 2022 the Planning and Zoning Board of the City of Daytona Beach Shores heard and recommended approval of this Ordinance; and

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

WHEREAS, the City Commission of the City of Daytona Beach Shores finds that it is in the best interest of the businesses, citizens and visitors of the city adopt this Ordinance; and

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

SECTION ONE. RECITALS. The “WHEREAS” clauses are hereby incorporated by reference herein.

SECTION TWO. The City Commission of the City of Daytona Beach Shores hereby authorizes businesses with existing non-conforming uses located in the “GC-RD” General Commercial Redevelopment District to temporarily relocate to another property located in the GC-RD District, provided however the business was substantially damaged as a direct result of impacts of Hurricane Ian such that occupancy of the business space is infeasible and prohibitive and providing as follows:

1. The subject business was a bonafide business established in the GC-RD zoning district at the time of impact from Hurricane Ian.

2. The business space or building is substantially damaged enough to prohibit occupancy.
3. The business is not an Adult Entertainment Establishment as defined in Sec. 2½-3 of the Daytona Beach Shores Code of Ordinances.
4. The new temporary business location is located in the GC-RD zoning district.
5. The business owner applies for and receives a Business Tax Receipt with the City of Daytona Beach Shores for the proposed location.
6. The business owner applies for and receives a Certificate of Use with the City of Daytona Beach Shores for the proposed location.
7. Within the two-year sunset period, the business may be reestablished at its original location in the GC-RD District and maintain its nonconformity.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions.

SECTION FOUR. SUNSET. This authorization granted herein shall expire two (2) years subsequent to the effective date of this ordinance.

SECTION FIVE. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to nonconforming uses, as well as any and all related actions and activities, are hereby ratified and affirmed.

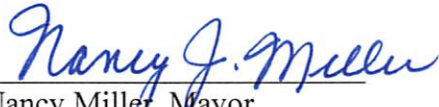
SECTION SIX. CONFLICTS. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION SEVEN. SEVERABILITY. If any Section or portions of a Section of this Ordinance 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 Ordinance.

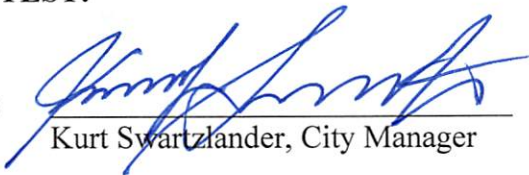
SECTION EIGHT. NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores* or, the *Land Development Code of the City of Daytona Beach Shores*.

SECTION NINE. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption and may be extended as provided herein.

CITY OF DAYTONA BEACH SHORES, FLORIDA

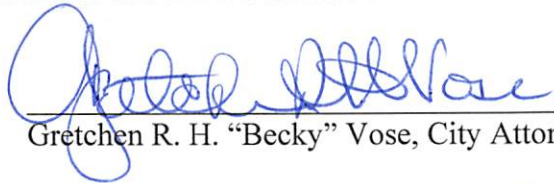
By: 
Nancy Miller, Mayor

ATTEST:

By: 
Kurt Swartzlander, City Manager


Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Gretchen R. H. "Becky" Vose, City Attorney

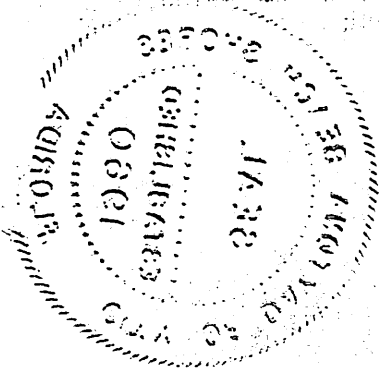
Passed and adopted on first reading this 13 day of December, 2022.

Posted this 10 day of January, 2023.



2022

[Signature]
Special Agent in Charge



[Handwritten signature]

DATE 22 May 1976 BY 61 Joint office with the Bureau of Land

Sum. 1000 1000 1000 1000



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 10, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2024-23 Repeal of portions of Chapter 16.5

SYNOPSIS:

This ordinance was recommended by the City Attorney.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Ord 2024-23 - Solicitation repeal

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, REPEALING A CERTAIN SECTION OF CHAPTER 16-20 OF THE CODE OF ORDINANCES RELATED TO VAGRANCY, AND MAKING REVISIONS TO CHAPTER 16 ½ RELATED TO CANVASSERS AND SOLICITORS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Daytona Beach Shores deems it appropriate to amend and repeal certain sections of the current *Code of Ordinances of the City of Daytona Beach Shores* related to the prohibitions and rights related to vagrancy, canvassers and solicitors; and

WHEREAS, it is found to be necessary to protect the health, safety, and welfare of the citizens of the City of Daytona Beach Shores to adopt such repeal and amendment.

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

SECTION 1: The City Commission of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores* as follows (Added language is underlined. Deleted language is shown as ~~strikethroughs~~):

Chapter 16- Offense-Miscellaneous

Sec. 16-20. ~~Vagrancy~~

~~Vagrancy as herein used is hereby defined and shall constitute and include any of the following persons or conduct: rogues and vagabonds, idle or dissolute persons who go about begging, are common gamblers, persons who use juggling, or unlawful games or plays, common pipers and fiddlers, common drunkards, common nightwalkers, thieves, pilferers, traders in stolen property, lewd, wanton and lascivious persons, keepers of gambling places, common railers and brawlers, persons who neglect their calling or employment or are without reasonably continuous employment or regular income and who have not sufficient property to sustain them, and misspend what they earn without providing for themselves or the support of their families, persons wandering or strolling around from place to place without any lawful purpose or object, habitual loafers, idle and disorderly persons, persons neglecting all lawful business and habitually spending their time by frequenting houses of ill fame, gaming houses or tippling shops, persons able to work but habitually living upon the earnings of their wives or minor children, and all ablebodied male persons over the age of 18 years who are without means of support and remain in idleness.~~

~~It shall be unlawful for any person to be a vagrant or to engage in vagrancy as herein defined, and it shall be unlawful for any person to violate any one or more of the provisions of this section.~~

Chapter 16½ PEDDLERS, CANVASSERS AND SOLICITORS

ARTICLE I. IN GENERAL

Sec. 16½-1. Definitions.

The following words, for the purposes of this chapter, are defined as follows:

Agent means an individual representing a place of business who is engaged in a door-to-door canvass, selling, demonstrating or taking orders for any goods, wares or merchandise, or services; or taking orders from samples where goods are to be delivered later.

Peddler means an individual traveling by foot, wagon, automotive vehicle, motor truck or any other type of conveyance, from place to place, house to house or from street to street, carrying, conveying or transporting goods, wares or merchandise, offering and exposing the same for sale or making sales or delivering articles to purchasers, or who, by traveling from house to house, shall sell or offer the same for sale from a vehicle or conveyance. Anyone who solicits orders and as a separate transaction makes deliveries to purchasers as a part of the scheme or design to evade the provisions of this chapter shall be deemed a peddler, subject to the provisions of this chapter. The word "peddler" shall also include the words "hawker" and "huckster."

Solicitation means the actions of a peddler or solicitor as herein defined. ~~a request for donations, information, money or services; or the sale of goods, wares, merchandise or services of any kind.~~

Solicitor means any individual, whether a resident of the city or not, travelling either by foot, wagon, automobile, motor truck or any other type of conveyance, from place to place, house to house or from street to street, either taking orders or attempting to take orders for sale of goods, wares or merchandise, subscriptions, or real or personal property of any nature whatsoever for future delivery or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not. The word "solicitor" shall include persons engaged in soliciting information for the purpose of polls, surveys or similar activities as well as any individuals engaging in any activities as defined in section 16½-34 of this chapter.

Sec. 16½-2. Penalties.

Any person, which term "person" shall include any organization, whether it be incorporated or not, who shall violate any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by the imposition of a fine not to exceed \$500.00 or by imprisonment not to exceed 60 days, or both.

Sec. 16½-3. Exemption from chapter for membership solicitation.

The provisions of this chapter shall not apply to any established society, association or corporation that is organized and operated exclusively for religious, educational, philanthropic, benevolent, fraternal, charitable or reformatory purposes, not operated for pecuniary profit: where no part of the net earnings inures to the benefit of any person, private shareholder or individual; and where the solicitation of such organization shall be conducted among the members thereof by other members thereof or officers thereof, voluntarily and without remuneration for such solicitation; or where such solicitation may be in the form of collections or contributions at the regular exercises or services of any church, religious society, lodge, benevolent order or fraternity or similar organizations, or of any branch thereof.

Sec. 16½-4. Application.

The provisions of F.S. ch. 496, Solicitation of Funds, are hereby enacted as part of the ordinances of the city, and the provisions thereof (pertinent to charitable solicitation) are hereby made a part of this chapter by reference. The requirements set forth elsewhere in this chapter shall be considered additional requirements to those required by F.S. ch. 496.

Secs. 16½-5—16½-14. Reserved.

ARTICLE II. PERMIT

Sec. 16½-15. Required.

It shall be unlawful for any solicitor, agent or peddler, as defined in this chapter, to solicit property or financial assistance of any kind, or directly to sell or offer to sell any article, tax, service, emblem, publication, ticket, advertisement, subscription or anything of value on the streets, sidewalks or other public property in the city, or in any private dwelling, apartment or other place of residence, or in any motel, hotel, tourist accommodation or timeshare condominium, or on any commercial property, unless such persons shall have first obtained a solicitor's permit from the city.

Sec. 16½-16. Application.

- (a) *Generally.* Any individual solicitor, agent or peddler, as defined in this chapter, shall submit a written application for a permit as required by this chapter, which shall be sworn to and filed with the city license officer, on forms provided.
- (b) *Solicitor's permit—commercial.* An application for a solicitor's permit—commercial shall contain the following information:
 - (1) Name of the organization applying for a permit to solicit, and the address of its headquarters.
 - (2) Names and addresses of its principal officers and management.

- (3) The name, address and telephone number, date of birth and Florida driver's license number of the person who will be in direct charge of conducting the solicitation; and the same for any and all persons involved in solicitation activity under the permit.
 - (4) An outline of the method to be used in conducting the solicitation.
 - (5) The time when such solicitation shall be made, giving the proposed dates for the beginning and ending of such solicitations.
- (c) *Solicitor's permit—charitable.* An application for a solicitor's permit—charitable shall contain all of the above information, and in addition shall contain the following:
- (1) The purpose for which any receipts derived from such solicitations are to be used.
 - (2) The name of the person by whom the receipts of such solicitation shall be disbursed.
 - (3) The amount of any wages, fees, commissions and expenses, or emoluments to be expended or paid to anyone in connection with such solicitation, together with the manner in which such wages, fees, expenses, commissions or emoluments are to be expended, to whom paid and the amount thereof.

Sec. 16½-17. Fees and duration; renewal.

The application for a permit must be accompanied by an application fee of \$20.00. The permit (if issued) shall not be issued for a period exceeding one calendar month (30 days), and the fee shall be an additional \$30.00. The permit may be renewed for an additional 30 days, after reapplication, by the license officer, at a fee of \$30.00, and thereafter extended for one year at a fee of \$50.00. In addition to the fees indicated, there shall be a \$5.00 fee for each additional solicitor, agent, peddler or representative included in the application, for each time period indicated above.

Sec. 16½-18. Investigation of application.

The chief of police, upon receiving an application for a permit, shall make a thorough and complete investigation of the reliability of the purpose for which such donations and gifts are to be used, and of the character of the person seeking to make such solicitation. Upon information, the chief of police shall sign the application, either accepting or rejecting the application.

Sec. 16½-19. Exemption from fee.

If the application for a permit required by this chapter shows that the solicitation is to be made for a well-established local charitable, educational, religious, patriotic or philanthropic organization or purpose, and that the proceeds derived from such solicitation will be used for such organization or purpose, and that the solicitation will be conducted in conformity with the requirements of this chapter and all other applicable laws, then the city license officer shall approve such application without fee.

Sec. 16½-20. Issuance.

Upon approval of the application for a permit required by this chapter, the city license officer shall issue a permit to such applicant.

Sec. 16½-21. Transfer.

Any permit approved and issued under this chapter shall be nontransferable, but this shall not prevent any permittee from using any number of solicitors and representatives as shall be reported to the city license officer.

Sec. 16½-22. Revocation.

Upon receipt of written information alleging that any agent or representative of the permittee under this chapter is misrepresenting or making untrue statements with regard to solicitation, or has made untrue statements in the application, or that in any other way the solicitation has been conducted or is being conducted in a manner inimical to the protection of the health, life and property of the citizens of the city, and not in conformity with the intent and purpose of this chapter, or representing in any way that any permit granted hereunder is an endorsement of such solicitation, then the city license officer shall give the permittee 24 hours' notice in writing that a hearing is to be had to determine whether there is cause to revoke the permit. If at said hearing the city license officer shall ascertain that the solicitation is not being conducted in conformity with this chapter, the permit shall be revoked.

Secs. 16½-23—16½-32. Reserved.**Sec. 16½-33. Daily time period for solicitation on public property limited.**

Solicitation on the streets, sidewalks, beaches and public places within the city shall not be conducted before 8:00 a.m. or after 5:00 p.m. of any day.

Sec. 16½-34. Prohibitions.

It is unlawful for any individual solicitor, agent or peddler, as defined in this chapter, to:

- (1) Contact, disturb or annoy, directly or by means, tools or equipment, any other person on the Atlantic Ocean beach for the purpose of promoting or selling any real or personal property or any service, except those specifically licensed under valid beach concession licenses. This prohibition does not extend to charitable/religious solicitors who have received a solicitor's permit—charitable. The Atlantic Ocean beach, for the purpose of this section, shall mean all property east of existing seawalls or east of the private property line, whichever is the most westerly line, and extending easterly to the city limits.
- (2) Conduct solicitation so as to obstruct, impede or interfere with the free flow of pedestrian or vehicular traffic.
- (3) Conduct solicitation in any manner which constitutes a danger to the public health, safety or welfare.

- (4) Enter the premises of a private residence or commercial property for the purpose of selling or soliciting orders for goods, wares or merchandise, personal services or information, when a "No Solicitors" sign is posted.
- (5) Remain upon any residential premises or commercial property after the owner or occupant requests the solicitor to depart.
- (6) Approach back or rear doors or the sides or rear of residential premises.
- (7) Refuse or fail to exhibit his solicitor's permit identification card, upon request by any law enforcement officer or citizen solicited.
- (8) Distribute or cause to be distributed any paper, handbill, circular, dodger or other advertising matter on any residential or commercial property without the consent of the owner or lessee, or on any of the streets, avenues, parks or other public space within the city, without the consent of the license officer.
- (9) Distribute handbills or similar advertising by throwing or placing the same in or upon any automobile or other vehicle in the city.
- (10) Operate, or permit to be operated, any sound-amplifying devices, whether stationary or operated from a moving vehicle.
- (11) Represent or make a plea that any solicitation or sale, or proceeds thereof, is for a charitable, educational, religious, patriotic or philanthropic purpose, unless the license officer has issued a solicitor's permit—charitable.
- (12) Conduct solicitation among vehicles in traffic, except on special events not to exceed two days per year per organization, with the written consent of the license officer.

SECTION 2: 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 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

ATTEST:

By: _____
Kurt Swartzlander, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM:

By: _____
Gretchen R. H. “Becky” Vose, City Attorney



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 10, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Resolution 2024-23 Establishing Towing Rates

SYNOPSIS:

Resolution 2024-23 will establish towing rates for the city.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The city has never formally established towing rates into a fee schedule. The maximum towing rates and other regulations contained in this Resolution serve a compelling government interest to protect public health and safety of the owners of towed vehicles/vessels and of the residents and visitors in the City of Daytona Beach Shores.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to adopt Resolution 2024-23 on first reading.

ATTACHMENT:

1. Res 2024-23 DBS Towing Rates
2. EXHIBIT A Towing Rate Resolution

RESOLUTION 2024-23

A RESOLUTION OF THE CITY COMMISSION OF DAYTONA BEACH SHORES, FLORIDA, ESTABLISHING THE MAXIMUM RATES FOR TOWING, FOR THE IMMOBILIZATION OF VEHICLES, AND FOR REMOVAL, STORAGE OF VEHICLES, SEPARATE CHARGES IN ACCORDANCE WITH SECTIONS 125.0103 (C) AND (D) AND 166.043 (1) (B) - (D), FLORIDA STATUTES AND SECTIONS 22-22 AND 22-23 OF THE DAYTONA BEACH SHORES CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 125.0103(1)(c) and (d) and 166.043(1)(b)-(d), Florida Statutes, authorizes the City to enact regulations establishing maximum rates for the towing of vehicles from or immobilization of vehicles on private property, removal and storage of wrecked or disabled vehicles from accident scenes or for the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to law enforcement officer, or otherwise does not consent to the removal of a vehicle; and

WHEREAS, such towing services frequently must be provided without the prior consent of the vehicle/vessel owner, or under circumstances which prevent negotiating the charges, terms, and conditions for the towing service, often resulting in disagreements and complaints between vehicle/vessel owners and providers of towing services; and

WHEREAS, Sections 125.0103(c) and (d) and 166.043(1)(b)-(d), Florida Statutes, authorizes the City to enact regulations pertaining to the towing industry that supplement the requirements of Florida Statutes, including the establishment of towing rates when vehicles are removed from private property; and

WHEREAS, Article IV, Section 22-22 of the Daytona Beach Shores Code of Ordinances allows law enforcement officers to authorize a vehicle to be removed from any street to the

nearest rotation wrecker service in service, municipal compound or other place of safety, under certain circumstances; and

WHEREAS, Article IV, Section 22-23 of the Daytona Beach Shores Code of Ordinances provides that no vehicle impounded in a compound, as provided in Section 22-22, shall be released therefrom until the charges for towing such vehicle to the compound and storage charges have been paid. Charges for towing and removal shall be fixed by the City Commission and provided for public inspection; and

WHEREAS, This Resolution is adopted to fix the charges for towing and removal of vehicles as authorized by Sections 125.0103(c) and (d) and 166.043 (1)(b) - (d), Florida Statutes and Sections 22-22 and 22-23 of the Daytona Beach Shores Code of Ordinances; and

WHEREAS, the maximum towing rates and other regulations contained in this Resolution serve a compelling government interest to protect public health and safety of the owners of towed vehicles/vessels and of the residents and visitors in the City of Daytona Beach Shores.

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

SECTION 1. ESTABLISHMENT OF THE SCHEDULE OF FEES. In accordance with Sections 125.0103(c) and (d) and 166.043 (1)(b) - (d), Florida Statutes and Sections 22-22 and 22-23 of the Daytona Beach Code of Ordinances, the schedule of maximum fees for the towing, removal and storage of vehicles, and other towing related services are hereby established and adopted as set forth in **Exhibit A**, attached hereto and incorporated herein. No other charges or fees shall apply to or be collected.

SECTION 2. SEVERABILITY. If any provision of this Resolution is deemed void by a Court of competent jurisdiction, or if any provision of this Resolution becomes preempted to the

State, then the voided or preempted provision shall be deemed stricken and shall no effect on the remaining provisions.

SECTION 3. REPEAL OF CONFLICTING RESOLUTIONS. Any prior Resolutions, if any, relating to the same subject matter and rates contained herein are hereby repealed and replaced by this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its adoption. The schedule of fees included herein shall remain in effect until such time as the same are amended by adoption of a subsequent resolution.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

By: _____
Kurt Swartzlander, City Manager

ATTEST:

By: _____
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Vose Law Firm, City Attorney

Passed and adopted on this _____ day of _____, 2024.

EXHIBIT A

(1) Class A vehicles (gross vehicle weight rating at 5,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):

a. Trespass tow (flat rate)	\$135.00
b. Nonconsensual tow	\$150.00
c. Trespass or nonconsensual tow, per mile over initial ten miles ¹ , per full extra mile	\$5.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, 15-minute block	\$35.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$40.00
f. Immobilization	\$75.00
g. Trespass tow outside storage, per day	\$30.00
h. Nonconsensual tow outside storage, per day	\$35.00

(2) Class B vehicles (gross vehicle weight rating at 6,000 pounds or more, but less than 15,000 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):

a. Trespass tow (flat rate)	\$300.00
b. Nonconsensual tow	\$350.00
c. Trespass or nonconsensual tow, per mile over initial ten miles ² , per full extra mile	\$6.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	\$70.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$50.00
f. Immobilization	\$75.00
g. Outside storage, per day	\$50.00

¹ Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

² Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

(3) Class C vehicles (gross vehicle weight rating at 15,001 or more pounds, but less than 25,999 pounds or vehicle carrying a vessel more than 22 feet in length):

a. Trespass tow (flat rate)	\$450.00
b. Nonconsensual tow	\$500.00
c. Nonconsensual tow, per mile over initial ten miles ³ , per full extra mile	\$7.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	\$110.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$75.00
f. Outside storage, per day	\$75.00

(4) Class D vehicles (gross vehicle weight rating at more than 26,000 pounds):

a. Trespass tow (flat rate)	\$600.00
b. Nonconsensual tow	\$650.00
c. Nonconsensual tow, per mile over initial ten miles ⁴ , per full extra mile	\$8.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	\$145.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	\$80.00
f. Outside storage, per day	\$80.00

(5) Separate Charges

a. Air Bags (at cost, not to exceed)	\$4,000.00
b. Bobcat, skid steer, fork lift (per hour time on scene)	\$300.00
c. Maintenance of traffic (MOT) setup - Rate (per hour)	\$135.00
d. Hazardous Spill kits (per bag)	\$60.00
e. Rotator (All Classes A-D, 50-ton hourly rate, minimum 2 hours)	\$1,300.00

³ Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

⁴ Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

f. Notice of Lien Administrative Charge

\$150.00

(6) The maximum rate for a subsequent class may be charged if the recovery activity performed involves a vehicle that is loaded or modified, therefore altering the vehicle's original weight, dimensions, or ground clearance such that the vehicle is determined to be within a subsequent class or involves additional equipment not contemplated for the class indicated in the initial tow request, upon the written authorization and approval of the investigating law enforcement agency or officer on the scene.