



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING

May 13, 2014

7:00 p.m., Community Center, 3048 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

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

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. PRESENTATIONS AND PUBLIC NOTICES:

Presentation for Frank Zammit by Public Safety

2. APPROVAL OF THE MINUTES: April 22, 2014 City Council Meeting

3. CONSENT AGENDA:

- Approval for Interlocal with County of Volusia for fuel services

END CONSENT AGENDA

4. REPORTS OF THE CITY ATTORNEY:

5. REPORTS OF THE CITY MANAGER:

OLD BUSINESS: None.

NEW BUSINESS:

6. DISCUSSION ON MARKETING FUNDS

7. COUNCIL COMMENTS:

8. AUDIENCE REMARKS:

9. ITEMS FOR THE NEXT AGENDA:

10. ADJOURNMENT:

Notice is hereby given to all interested parties that if a person should decide to appeal any decision made at the aforementioned meeting of the City Council, such person will need a recording of the proceedings conducted at such meeting, and for such purpose he or she may need to ensure that a verbatim record of the proceedings was made; such record to include testimony and evidence upon which any appeal shall be based. Please be advised that all City Council Meetings are recorded. Note: Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the Office of the City Clerk at 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, or telephone 386-763-5364 at least seven working days prior to the meeting.

PRESENTATIONS AND PUBLIC NOTICES:

Presentation for Frank Zammit by Public Safety

MINUTES
CITY COUNCIL MEETING
April 22, 2014
3048 S. Atlantic Ave. Daytona Beach Shores, FL 32118

Present: Vice-Mayor Peggy Rice, Council Member Jennie Celona, and Council Member Henry Fehrmann. **Excused:** Mayor Harry Jennings and Council Member Billie Wheeler. **Staff:** *City Manager Michael Booker, City Clerk Cheri Schwab, City Attorney Lonnie Groot, Community Services Director Fred Hiatt, Finance Director Steve Whitmer, and Public Safety Director Stephan Dembinsky.*

Vice Mayor Rice asked everyone to keep both the Jennings and Wheeler families in their thoughts and prayers.

1. PRESENTATIONS AND PUBLIC NOTICES:

Employee Service Award

Director Dembinsky awarded Officer Jordan Duffy his five year service award.

2. APPROVAL OF THE MINUTES: April 8, 2014 City Council Meeting

CMBR CELONA moved, seconded by CMBR FEHRMANN to approve the minutes of April 8, 2014.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3).

Yes: CouncilMember Henry Fehrmann, CouncilMember Jennie Celona, Vice Mayor Peggy Rice.

3. CONSENT AGENDA:

- Monthly Departmental Reports
- Monthly Financial Report
- Approval Franchise Application Samsula Recycling
- Approval Franchise Application Trademark Metals Recycling LLC
- Approval for \$500 from Contraband for Fishing Tournament
- Approval for \$4000 for motorcycle laptops

END CONSENT

CMBR CELONA moved, seconded by CMBR FEHRMANN to approve the consent agenda.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3).

Yes: CouncilMember Henry Fehrmann, CouncilMember Jennie Celona, Vice Mayor Peggy Rice.

4. REPORTS OF THE CITY ATTORNEY: Attorney Groot explained that council would hear Ordinance 2014-02 for approval on second reading but that the adoption would be continued until the May 27th meeting.

5. REPORTS OF THE CITY MANAGER: City Manager Booker asked everyone to keep Councilmember Billie Wheeler and her family in their thoughts.

OLD BUSINESS:

6. Ordinance 2014-02 AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA REQUIRING THE MAINTENANCE OF ABANDONED, VACANT OR MULTI-STORY BUILDINGS AND STRUCTURES; PROVIDING FOR DEFINITIONS, PROCEDURES, STANDARDS AND REQUIREMENTS RELATIVE TO THE PROTECTION OF PROPERTIES AND THE PREVENTION OF PUBLIC NUISANCES AND DANGEROUS CIRCUMSTANCES; PROVIDING FOR REGISTRATION; AMENDING THE MUNICIPAL CODE OF ORDINANCES, LAND DEVELOPMENT CODE; AMENDING APPENDIX "G," CHAPTER 14, ENTITLED "ZONING REGULATIONS;" AMENDING SECTION 14-52.9.(D). ENTITLED "MINIMUM MAINTENANCE STANDARDS" BY ELIMINATING THE PROVISION ALLOWING WINDOWS TO REMAIN BOARDED FOR A PERIOD OF SIX (6) MONTHS; AMENDING SECTION 19-2 OF THE CITY CODE TO PROVIDE FOR ADDITIONAL POTENTIAL MEANS OF COLLECTION; AMENDING SECTION 19-4 OF THE CITY CODE BY ADDING NEGLECTED VACANT OR ABANDONED PROPERTIES TO THE LIST OF CIRCUMSTANCES WHICH ARE DECLARED PUBLIC NUISANCES; PROVIDING FOR ACTIONS OF THE CITY MANAGER; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE. **Second Reading**

CMBR FEHRMANN moved, seconded by CMBR CELONA to approve Ordinance 2014-02 on second reading and to continue it until May 27, 2014.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3).

Yes: CouncilMember Henry Fehrmann, CouncilMember Jennie Celona, Vice Mayor Peggy Rice.

NEW BUSINESS:

7. PUBLIC HEARING – CDBG GRANT FY 2014/15 FUNDING ALLOCATION

It was stated that this grant is utilized for the senior center.

CMBR CELONA moved, seconded by CMBR FEHRMANN to approve the funding allocation for the CDBG grant year 2014-15.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3).

Yes: CouncilMember Henry Fehrmann, CouncilMember Jennie Celona, Vice Mayor Peggy Rice.

8. DISCUSSION ON MARKETING FUNDS

The City Manager has spoken with Katherine of New Vision Video recently. There is approximately \$2,000 left in the marketing budget for this year. She would like to target the Comcast area in Jacksonville as their demographics are similar to the Shores. She will use the city slogan of "Life is Better Here" to include tennis is better here, pickleball is better here, shopping etc. Work will be done on the internet as well as the new website she created. Kathryn will be invited to speak at the next meeting.

9. COUNCIL COMMENTS:

CMBR Celona thanked everyone for their well wishes and stated she felt much better. Vice Mayor Rice reminded everyone to attend the Taste of the Shores on Thursday.

10. **AUDIENCE REMARKS:** None.
11. **ITEMS FOR THE NEXT AGENDA:** marketing update.
12. **ADJOURNMENT:** The meeting ended at 7:14 pm.

**MAYOR
HARRY H. JENNINGS**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

**INTERLOCAL AGREEMENT
FOR THE PROVISION OF
MUNICIPAL FLEET FUELING SERVICES
BY CITY OF DAYTONA BEACH SHORES
TO COUNTY OF VOLUSIA**

THIS AGREEMENT is entered into by and between the CITY OF DAYTONA BEACH SHORES, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 2990 South Atlantic Avenue, Daytona Beach Shores, FL 32118, hereinafter referred to as “**CITY**”, and COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4612 hereinafter referred to as “**COUNTY**”

RECITALS

WHEREAS, the CITY is authorized by §125.01(1)(p), Florida Statutes, to “enter into agreements with other governmental agencies within or outside the boundaries of the CITY for the joint performance, or performance by one unit in behalf of the other, of any of either agency’s authorized functions;” and

WHEREAS, public agencies (including CITY and COUNTY) are authorized by §163.01(14), Florida Statutes, to “enter into contracts for the performance of service functions of [such] public agencies, but *shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, CITY, or city officers.*” The parties expressly deny any intent, express or implied, in this Agreement to provide for a delegation by COUNTY of such constitutional or statutory duties to CITY; and

WHEREAS, the foregoing authorization for such agreements is granted to counties and public agencies for the purpose of permitting “local governmental units to make the *most efficient use* of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.” §163.01(2), Florida Statutes; and

WHEREAS, COUNTY after evaluation of options for the provision, has made a determination that it will be best served by contracting with CITY for provision of such services, which services will be performed by CITY personnel; and

WHEREAS, CITY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated therein, and CITY is willing to provide such services to COUNTY;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. General Provisions

1. Legislative Findings/Representations. The foregoing recitals are hereby adopted and incorporated herein as a material part of this Agreement.

2. Purpose. The purpose of this Agreement is for the CITY to provide specified *municipal services* to COUNTY (hereinafter, the "Contract Services"), at agreed upon levels of service "LOS") as established herein.

3. CITY Departments. CITY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization line of the CITY'S Departments (hereinafter, "Departments"), as depicted in PART II hereof. The Director of the applicable Department or his/her designee shall be the CITY'S liaison to COUNTY for purposes of performance, interpretation and implementation of this Agreement.

4. No Pledge of Ad Valorem Taxes. The parties agree that this Agreement does not constitute a general indebtedness of either party within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that the neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of either party or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the parties respectively. The parties' monetary obligations to one another pursuant to this Agreement is limited to the budgeted amount for the then current fiscal year of this Agreement and is otherwise limited to legally available non ad-valorem tax revenues.

5. Division of Management Responsibilities. The Contract Services specified in this Agreement reflect the managerial and policy decisions of COUNTY. Beyond the types of services identified herein, COUNTY may identify the task within the scope of this Agreement to be performed by CITY, and the portion of the recent budget to be allocated thereto, including, but not limited to, the location, and nature of specific projects. The CITY shall have responsibility for the operational management of the Contract Services. In cases where specific professional standards are applicable to the design or performance of such task, the CITY'S designated officer in charge ("OIC"), the designee, shall have the authority for decision making within that realm. The relevant CITY Department Director or the OIC shall be available on a regular basis to the COUNTY'S authorized designee to provide consultation and recommendations as contemplated herein.

6. Level of Service (LOS). CITY agrees to provide the personnel and equipment at the LOS established herein. Should the COUNTY desire the CITY provide services either different in kind, or at a higher level than that contemplated herein, the COUNTY Manager shall make written request therefore to the CITY Manager. Any Agreement modification to an LOS established pursuant to this Agreement shall be reduced to writing and approved by both parties. Any reduction in LOS desired by the COUNTY shall be effective only at the beginning of a new contract year unless both parties agree otherwise.

7. Personnel Matters. CITY shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not

require any particular CITY employee to be dedicated fulltime to the Contract Services. All CITY personnel assigned to perform Contract services shall remain subject to CITY merit rules and regulations for all purposes contemplated merit and cost-of-living raises, annual leave and sick leave and disciplinary actions. Any claim of a disciplinary nature by the COUNTY regarding a CITY employee shall be referred to the Department Director, who shall remain the "appointment authority" for such employee, for all purposes designated under the CITY Merit Rules. Such CITY employees shall have no right to elect or choose any procedures available to COUNTY employees.

8. Term. This Agreement shall take effect on the June 1, 2014, and shall terminate on September 30, 2015, unless renewed or otherwise terminated as set forth in this section and Part I, Section 9 respectively. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the COUNTY desire to renew this Agreement, it shall make application in writing therefore, to CITY no later than February 1 of that contract year.

9. Termination. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Part I, Section 10, given no less than one hundred eighty (180) days prior to the requested termination date. Such notice shall be the date the receipt therefore is signed by an official or authorized representative of the other party.

10. Notice. Notice as required to be given in this Agreement shall be provided to the following persons:

County:

CITY of Volusia
123 W. Indiana Avenue
DeLand, FL 32720-4612
Attention: County Manager

City:

City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Attn: City Manager

Copy to: Central Services Director
1270 Indian Lake Road
Daytona Beach, FL 32124

11. Third Parties. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

12. Dispute Resolution. Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, "Florida Governmental Conflict Resolution Act."

13. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

PART II. Services and Billing

1. Services

- a. Except as provided in subsection (b) hereof, the CITY shall provide the facilities, personnel, and supplies necessary and desirable to perform Fleet-refueling services to vehicles and equipment owned by COUNTY.
- b. In the event of an emergency, the COUNTY acknowledges and understands that CITY cannot guarantee provision of the goods and services described in paragraph (a) above, and COUNTY shall make alternative provision for these goods and services during such an event. Thus, the CITY'S provision of fuel to the COUNTY pursuant to this Agreement shall be subject to fuel availability as described hereafter. The CITY has a fuel rationing plan in place for times of emergency. An emergency is defined as any circumstance where the fuel supply will experience or expected to experience an interruption. Partial rationing is referred to as **Mission Essential**. Full rationing is referred to as **Mission Critical**. Notification of emergencies will be accomplished through the Emergency Operations Center (EOC), through the CITY's intranet system (*i.e.*, Employee News Network or "ENN"), and by phone or e-mail as appropriate. During times of emergency, vehicles from outside agencies may be locked out of the CITY fuel system. When the fuel supply returns to normal levels, as determined by the CITY, the CITY will lift all restrictions from CITY pumps.
- c. Attached hereto and incorporated by reference are **Attachment 1** Fleet Management Services Options and Schedule of Charges.

2. Billing

All direct costs will be accounted for by vehicle identification.

Billing shall be done monthly and the bills are to be itemized and sent to:

**Attn: Glenn Scorza
Volusia County Fleet Management
1270 Indian Lake Road
Daytona Beach, FL 32724-**

COUNTY shall pay the CITY for services within thirty (30) days of receipt by COUNTY of CITY invoice for services. Payment and penalties, including interest, shall be made in compliance with Florida Statutes Chapter 218 and the Volusia CITY Code of Ordinances and the Purchasing Procedures Manual.

PART III. Miscellaneous

1. Sovereign Immunity. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes.

Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity and/or the limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of either party for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party. Nor shall anything in this Agreement be construed or interpreted as requiring or allowing one party to this Agreement to indemnify or insure the other party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

2. Hold Harmless. COUNTY shall defend and hold the CITY harmless from COUNTY's own negligent acts related to or arising from this Agreement. COUNTY shall be further responsible for promptly notifying the proper response authorities, environmental agency or agencies, and each other of any Hazardous Materials ("HAZMAT"), fuel, or pollutant spills and/or releases caused by COUNTY and undertaking diligent and reasonable efforts to contain and clean any such spills or releases upon the occurrence thereof. For fuel spills and/or pollutant releases caused by COUNTY, COUNTY shall, in addition to its indemnification obligations hereunder, reimburse the CITY for the amount of the deductible paid on any claim against the CITY's pollution liability and/or storage tank policy. Containment and cleanup of any spills and/or releases will be the responsibility of the party that caused the spill and/or release. COUNTY will also be responsible for any damage to a CITY facility that occurs as a direct result of use by COUNTY, normal wear and tear excepted. This section shall survive the expiration or termination of this Agreement.

3. Insurance. The COUNTY shall provide and maintain at all times during the term of the Agreement, without cost or expense to the CITY of Volusia, either an adequate self-insurance fund or policies of insurance, or both, which policies or fund insures the COUNTY against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property related to any acts or omissions of the COUNTY, which arise under the terms and provisions of the Agreement or which are in any way related thereto.

3.1 Coverage whether by self-insurance, commercial insurance or a combination thereof shall include:

3.1.1 Commercial General Liability in the minimum amount of ONE MILLION (\$1,000,000) DOLLARS;

3.1.2 Business Automobile Liability Insurance in the minimum amount of ONE HUNDRED THOUSAND (\$100,000) DOLLARS per person. THREE HUNDRED THOUSAND (\$300,000) DOLLARS per occurrence, bodily injury and property damage liability; and

3.1.3 Pollution Liability insurance in the amount of ONE MILLION (\$1,000,000) DOLLARS.

3.2 The COUNTY shall secure and maintain at its sole cost and expense all Workers' Compensation insurance required by Florida law, for all employees or contracted

workers who are allowed to obtain services under this Agreement. Such Workers' Compensation insurance shall include a waiver of subrogation under which the insurer agrees not to seek restitution or recovery for damages or losses occasioned by the acts of the CITY.

- 3.3 If any COUNTY contract worker is allowed to obtain fuel or other services under this Agreement, the COUNTY shall require each contract worker or worker's employer to obtain a policy or policies with coverages that conform with the above mentioned requirements and to provide the COUNTY with a copy of a current certificate of insurance.
- 3.4 Each liability policy shall state that the policy cannot be canceled or materially changed without first giving (30) days prior notice thereof in writing to the CITY.
- 3.5 The COUNTY shall provide a copy to the CITY of each certificate of insurance or self-insurance providing the coverage required by the Agreement. Each such certificate of insurance or self-insurance for coverages shall be furnished by the COUNTY to the CITY at the following address: Risk Management Suite 250, 230 N. Woodland Blvd, DeLand, Florida 32721-4613, attention: Charles Spencer, Risk Manager, or his successor.

Each certificate shall be dated and show:

- 3.5.1 The name of the insured, the specified job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- 3.5.2 The CITY of Volusia, Florida as additional named insured on each liability policy.
- 3.6 The CITY shall be exempt from, and in no way liable for, any sums of money which represent a deductible or self-insured retention in any insurance policy. The payment of deductible or self-insured retention shall be the sole responsibility of the COUNTY and/or contractor responsible for the coverage.
- 3.7 If any policy as required is written on a claims-made basis, the COUNTY warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained during the Term of the Agreement and for a period of two (2) years thereafter.
- 3.8 No fuel or services will be provided until each certificate or insurance or self-insurance is filed with the CITY.
- 3.9 Failure of the COUNTY to provide the insurance coverages described above, and keep on file with the CITY at all times a current certificate of insurance for each policy required hereunder shall be a material breach of the Agreement.
- 3.10 The COUNTY shall give prompt written notice to the CITY of all known losses, damages, or injuries to any person or to property of the CITY or third persons

that may be in any way related to the Agreement or for which a claim might be made against the CITY. The COUNTY shall promptly report to the CITY any such claims or potential claims which are known by the COUNTY, whether related to matters insured or uninsured.

3.11 This section shall survive the expiration or termination of this Agreement.

4. Authorized Users/Vehicles. COUNTY shall provide an initial list of vehicles and users authorized to use fuel services with key holder assignment and provide written updates to this list in the same format as they occur and before any new user or vehicle will be recognized for fuel service at the fueling facilities.

5. Fuel Keys. COUNTY agrees to immediately report any lost Fleet Management fuel key to Fleet Management to help to prevent unauthorized fuel usage. Any fuel dispensed with a lost key will be charged to the COUNTY, which shall be required to pay for any fuel purchased with such key.

6. Entire Agreement. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties to this Interlocal Agreement for the Provisions of Municipal Fleet Fueling Services by County of Volusia to City of Daytona Beach Shores have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2014.

COUNTY OF VOLUISA

CITY OF DAYTONA BEACH SHORES

By: _____
Name: Jason P. Davis
Title: County Chair
Date: _____

By: _____
Name: Harry H. Jennings
Title: Mayor
Date: _____

ATTEST:

ATTEST:

By: _____
Name: James T. Dinneen
Title: County Manager
Date: _____

By: _____
Name: Michael T. Booker
Title: City Manager
Date: _____

Attachment 1

FLEET MAINTENANCE SERVICES OPTIONS SCHEDULE OF CHARGES

FMS available to COUNTY are as follows:

I. FUELING SERVICES

- A-1. Maintenance of fuel inventories and operations of fuel facilities for in-house fueling of vehicles/equipment.
- A-2. Issuance of vehicle identification and employee identification keys for easy processing and security of in-house fueling.

Financial and Information Services

- B-1. Monthly billing report including utilization data by vehicle identification
- B-2. Annual utilization report.

Extra Charge Services

- C-1. Replacement of lost or stolen fuel keys \$10.00 each.
- C-2. Damage to CITY fuel station facility or equipment. Cost of repair.

II. FLEET MANAGEMENT FUELING FACILITIES

Deland R&B- 2560 W. State Road Highway 44, DeLand, FL
New Smyrna Beach R&B - 530 Old North Dixie Highway, New Smyrna Beach, FL
Osteen R&B - 200 N. State Road Highway 415, Osteen, FL
Daytona Beach Indian Lake Road - 1270 Indian Lake Road, Daytona Beach, FL
Daytona Beach Landfill - 1990 Tomoka Farms Road, Daytona Beach, FL
Holly Hill R&B - 455 Walker St., Holly Hill, FL
Transfer Station – 261 DeLand Crossings Blvd. DeLand, FL

III. HOURS OF OPERATION AND KEY PHONE NUMBERS

All fueling locations are open 24 hours a day, except Deland Road and Bridge and the Tomoka Landfill.

Deland Road and Bridge: 7:30 am – 6:00 pm
Tomoka Landfill: 7:30 am - 5:30 pm weekdays, 7:30 am – 2:30 pm weekends

IV. CHARGING FOR SERVICES

Direct Rates for Service Method

All direct costs will be accounted for by vehicle identification. Fuel rates are current CITY cost at the time of fuel consumption by COUNTY, plus sixteen (16¢) cents per gallon, unleaded and twenty one (21¢) per gallon, diesel. Special Service rates for special services shall be negotiated at the time of the request done in accordance with Part I, Sections 6 and 7 of the Agreement. See also C-1 and C-2 for extra charge services. Any labor provided shall be at the then current rate. All rates are current and may be modified yearly or upon renewal of this agreement.

Reports of the City Attorney

Reports of the City Manager

Discussion on marketing funds

Council comments

Audience remarks

Items for the next agenda