



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING FEBRUARY 4, 2025

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
- 7. CONSENT AGENDA:**
 - A. Public Safety November monthly report
 - B. Public Safety December monthly report
 - C. Community Services Department Monthly Report - December 2024

- D. Empire Computing Piggyback Agreement-Network Infrastructure
- E. Purchase of 5 Portable Radios for Public Safety
- F. RFQ2025-02 "Engineering Services For Sewage Collection & Resiliency Upgrades" Selection And Authorization For City Manager To Enter Contract Negotiations With Mead & Hunt, inc.
- G. RFQ Professional Parks Master Plan Services Selection & Authorization of City Manager to enter into contract negotiations.

8. OLD BUSINESS:

9. QUASI-JUDICIAL HEARING

- A. Conditional Use Permit CUP12024028: To Allow Outdoor Dining at Established Miniature Golf Course Mulligan's Lagoon

10. NEW BUSINESS:

- A. Ordinance 2025-01: Evaluation and Appraisal Report Comprehensive Plan Amendments

11. CITY ATTORNEY COMMENTS

12. CITY MANAGER COMMENTS

13. COMMISSION COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS

OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety November monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. November PS report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR NOVEMBER 2024

	Nov-24	24/YTD	Nov-23	23/YTD
<i>Police Related Calls</i>	2,783	20,635	1,717	19,976
<i>Fire Related Calls</i>	59	762	66	726
<i>Rescue Related Calls</i>	63	1,019	58	663
<i>Fire Related Alarms Sounding</i>	13	263	15	217
<i>Traffic Citations</i>	181	1,622	111	1,809
<i>Written Warnings</i>	115	1,275	39	315
<i>Building Inspections</i>	41	540	49	446
<i>Arrests: Adults</i>	21	279	16	282
<i>Juveniles</i>	0	4	0	6
<i>City Ordinance Charges</i>	1	5	0	3
<i>Florida State Statute Charges</i>	21	325	19	501
<i>Accidents: Total</i>	11	156	8	164
<i>Street/Highway</i>	8	65	5	109
<i>Parking Lot</i>	3	64	3	62

Michael Fowler, Public Safety Director

(Signature)
12.17.24

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-11-01 through 2024-11-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	652	23.43 %	21.73
MISCELLANEOUS LE CALL	MISC	610	21.92 %	20.33
TRAFFIC STOP	TS	532	19.12 %	17.73
PROPERTY CHECK	PRC	190	6.83 %	6.33
TELEPHONE HANDLE	THC	102	3.67 %	3.40
DIRECTED PATROL REQUEST	DPR	67	2.41 %	2.23
TOWED VEHICLE	TOW	54	1.94 %	1.80
SUSPECT STOP	SS	51	1.83 %	1.70
MEDICAL EMERGENCY	MED1	42	1.51 %	1.40
ZONE ACCOUNTABILITY PATR	ZAP	36	1.29 %	1.20
SUSP PERSON	SPER	32	1.15 %	1.07
WALKUP	WALKUP	31	1.11 %	1.03
SUSP INCIDENT	SINC	25	0.90 %	0.83
FIRE ALARM	ALARMF	22	0.79 %	0.73
DISTURBANCE	DIST	20	0.72 %	0.67
RADAR	RADAR	19	0.68 %	0.63
SUSP VEHICLE	SVEH	16	0.57 %	0.53
INFORMATION GIVEN	INFO	14	0.50 %	0.47
FLAG DOWN	FLAG	13	0.47 %	0.43
911 CK/OPEN LINE	911CK	11	0.40 %	0.37
BUSINESS ALARM	ALARMB	11	0.40 %	0.37
FRAUD	FRAUD	11	0.40 %	0.37
RECKLESS DRIVER	RD	11	0.40 %	0.37
SPECIAL DETAIL	SDL	11	0.40 %	0.37
FALL - NON EMERGENCY	TRAU3	10	0.36 %	0.33
INVESTIGATION	INV	10	0.36 %	0.33
DISABLED VEHICLE	DAV	9	0.32 %	0.30
FOUND PROPERTY	PROPF	8	0.29 %	0.27
MVA	MV	8	0.29 %	0.27
STROKE / CVA	CVA	8	0.29 %	0.27
TRESPASSERS	TRES	8	0.29 %	0.27
WELL BEING CHECK	WBC	7	0.25 %	0.23
SHOPLIFTING	SHOP1	6	0.22 %	0.20
THEFT	THEFT	6	0.22 %	0.20
BLS - MED/TRAUMA	BLS3	5	0.18 %	0.17
DEAD PERSON	DEAD	5	0.18 %	0.17
DOMESTIC DISTURBANCE	DV	5	0.18 %	0.17
ELEVATOR CALL	ELEV	5	0.18 %	0.17
NARCOTICS	NARC	5	0.18 %	0.17
NOISE	NOISE	5	0.18 %	0.17
ROAD OBSTRUCTION	RDOB	5	0.18 %	0.17
SCHOOL ZONE	SZ	5	0.18 %	0.17
WALK & TALK	WT	5	0.18 %	0.17
ILLEGAL PARKING	PARK	4	0.14 %	0.13
ASSAULT/BATTERY	ABAT	3	0.11 %	0.10
CIVIL SERVICE	CIVILS	3	0.11 %	0.10

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2024-11-01 through 2024-11-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
DRUNK DRIVER	DUI	3	0.11 %	0.10
HIT&RUN MVA	MVHR	3	0.11 %	0.10
MENTALLY ILL PER	MIP	3	0.11 %	0.10
MVA MAJOR	MVMI	3	0.11 %	0.10
NE ASST- FIRE REQ	LEO2	3	0.11 %	0.10
TEST LE CALL	TEST	3	0.11 %	0.10
ATT TO CONTACT	ATC	2	0.07 %	0.07
FIGHT	FIGHT	2	0.07 %	0.07
FLEEING DRIVER	FLEE	2	0.07 %	0.07
MEDICAL NON-EMERG	MED2	2	0.07 %	0.07
MEDICAL UNKNOWN	ALARMM	2	0.07 %	0.07
REPOSSESSED VEH	REPO	2	0.07 %	0.07
STOLEN VEHICLE	SV	2	0.07 %	0.07
TRAUMA EMERGENCY	TRAU1	2	0.07 %	0.07
VANDALISM	VAND	2	0.07 %	0.07
WARRANT	WAR	2	0.07 %	0.07
WELL BEING CHECK MEDICAL	WBCF	2	0.07 %	0.07
911 CK/OPN LINE/MED HAZ	911MED	1	0.04 %	0.03
ALZHEIMERS	ALZ	1	0.04 %	0.03
ASSIST	ASST	1	0.04 %	0.03
ASSIST AGENCY	ASSIST	1	0.04 %	0.03
BOLO	BOLO	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
BURGLARY ALARM	ALARM	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
CARDIAC ARREST	CPR	1	0.04 %	0.03
CIVIL COMPLAINT	CIVIL	1	0.04 %	0.03
DEPOSITS	DEP	1	0.04 %	0.03
DRUNK PERSON	IP	1	0.04 %	0.03
ESCORT	ESCORT	1	0.04 %	0.03
HARRASSING CALLS	HCALL	1	0.04 %	0.03
LASER	LASER	1	0.04 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
MVA W/ INJURIES	MVI	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
SHOOTING	SHOOT	1	0.04 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.04 %	0.03
SUICIDAL PERSON	SP	1	0.04 %	0.03
TRAFFIC CONTROL	TC	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
TRAUMA CRITICAL	TRAUE	1	0.04 %	0.03
TOTAL CALLS:		2,783	100.00%	92.77

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

NOVEMBER 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	4	8
HAZARDOUS CONDITIONS	4	43	101
VEHICLE FIRES	0	1	1
BOAT FIRES	0	1	0
OTHER FIRES NOT LISTED	1	12	27
VEHICLE CRASHES W/ENGINE RESPONSE	1	10	23
SERVICE CALLS	33	574	626
FIRE ALARMS	20	267	352
CANCELLED EN ROUTE	13	160	246
TOTALS	72	1072	1384

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	9	1	60	49	79	58
HOTEL/MOTEL	0	4	35	38	65	58
ASSEMBLY	0	0	1	0	0	3
MERCANTILE	5	0	40	16	49	15
RESTAURANT	2	1	19	9	32	17
BUSINESS	1	1	91	22	124	33
OTHER	14	1	174	2	245	45
CONSTRUCTION	0	0	0	0	42	8
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	2	39	32	51	36
TOTALS	31	10	459	168	687	273

PLANS EXAMINATION HOURS: 8 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
NOVEMBER 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	37	452	631
BLS CALLS	26	424	629
TOTALS	63	876	1260



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

TRAINING SEMINARS ATTENDED

Month of November 2024

<i>Norman Medders</i>	<i>Online</i>	<i>Apartments, Rooming Houses & Hotels-St Pete College</i>
<i>Norman Medders</i>	<i>Online</i>	<i>Fire Alarm Systems St Pete College</i>
<i>Norman Medders</i>	<i>Online</i>	<i>Hood Systems-St Pete College</i>
<i>Bill Phillips</i>	<i>11/5-6</i>	<i>Basic Historical Cell Site Analysis Course-St John's SO</i>
<i>Ryan Mowen Enrique Rosario Kathryn Gotz</i>	<i>11/12-14</i>	<i>Unified Command Sanford</i>
<i>Adam Bengelsdorf</i>	<i>11/14</i>	<i>Live Burn-VCFS Training Center</i>
<i>Seth Smith Dominique Lytle</i>	<i>11/18-22</i>	<i>Speed Measurement DSC</i>



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

MONTHLY REPORT FOR 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 serpentine belt	veh #168
Replace alternator	veh #168
Replace radiator	veh #168
Replace transmission pan	veh #179
Replace air filter	veh #177
Replace air filter	veh #171



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety December monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Public Safety December monthly report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR DECEMBER 2024

	<i>Dec-24</i>	<i>24/YTD</i>	<i>Dec-23</i>	<i>23/YTD</i>
<i>Police Related Calls</i>	2,668	23,303	1,750	21,726
<i>Fire Related Calls</i>	48	810	85	811
<i>Rescue Related Calls</i>	60	1,079	75	738
<i>Fire Related Alarms Sounding</i>	15	278	15	232
<i>Traffic Citations</i>	164	1,786	128	1,937
<i>Written Warnings</i>	65	1,340	34	349
<i>Building Inspections</i>	37	577	47	493
<i>Arrests: Adults</i>	25	304	24	306
<i>Juveniles</i>	0	4	0	6
<i>City Ordinance Charges</i>	0	5	0	3
<i>Florida State Statute Charges</i>	32	357	27	528
<i>Accidents: Total</i>	13	142	10	181
<i>Street/Highway</i>	5	70	2	111
<i>Parking Lot</i>	8	72	8	70

Michael Fowler, Public Safety Director

M
01-10-2025

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2024-12-01 through 2024-12-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	632	23.69 %	20.39
MISCELLANEOUS LE CALL	MISC	583	21.85 %	18.81
TRAFFIC STOP	TS	451	16.90 %	14.55
PROPERTY CHECK	PRC	265	9.93 %	8.55
DIRECTED PATROL REQUEST	DPR	55	2.06 %	1.77
TELEPHONE HANDLE	THC	51	1.91 %	1.65
SUSP PERSON	SPER	47	1.76 %	1.52
RADAR	RADAR	44	1.65 %	1.42
SUSPECT STOP	SS	41	1.54 %	1.32
MEDICAL EMERGENCY	MED1	34	1.27 %	1.10
ZONE ACCOUNTABILITY PATR	ZAP	28	1.05 %	0.90
SUSP INCIDENT	SINC	27	1.01 %	0.87
DISTURBANCE	DIST	21	0.79 %	0.68
WALKUP	WALKUP	21	0.79 %	0.68
FIRE ALARM	ALARMF	19	0.71 %	0.61
TRESPASSERS	TRES	19	0.71 %	0.61
SPECIAL DETAIL	SDL	18	0.67 %	0.58
CIVIL COMPLAINT	CIVIL	15	0.56 %	0.48
911 CK/OPEN LINE	911CK	14	0.52 %	0.45
FALL - NON EMERGENCY	TRAU3	13	0.49 %	0.42
MVA	MV	12	0.45 %	0.39
BUSINESS ALARM	ALARMB	11	0.41 %	0.35
SUSP VEHICLE	SVEH	11	0.41 %	0.35
INVESTIGATION	INV	10	0.37 %	0.32
TOWED VEHICLE	TOW	10	0.37 %	0.32
BLS - MED/TRAUMA	BLS3	9	0.34 %	0.29
DRUNK DRIVER	DUI	9	0.34 %	0.29
FLAG DOWN	FLAG	9	0.34 %	0.29
WELL BEING CHECK	WBC	8	0.30 %	0.26
RECKLESS DRIVER	RD	7	0.26 %	0.23
TEST LE CALL	TEST	7	0.26 %	0.23
THEFT	THEFT	7	0.26 %	0.23
DOMESTIC DISTURBANCE	DV	6	0.22 %	0.19
ILLEGAL PARKING	PARK	6	0.22 %	0.19
MEDICAL NON-EMERG	MED	6	0.22 %	0.19
NOISE	NOISE	6	0.22 %	0.19
WALK & TALK	WT	6	0.22 %	0.19
WARRANT	WAR	6	0.22 %	0.19
ASSAULT/BATTERY	ABAT	5	0.19 %	0.16
UNCONSCIOUS	UNC	5	0.19 %	0.16
ANIMAL COMPLAINT	AC	4	0.15 %	0.13
ELEVATOR CALL	ELEV	4	0.15 %	0.13
ESCORT	ESCORT	4	0.15 %	0.13
FOUND PROPERTY	PROPF	4	0.15 %	0.13
INFORMATION GIVEN	INFO	4	0.15 %	0.13
JUVENILE	JUV	4	0.15 %	0.13

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2024-12-01 through 2024-12-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MENTALLY ILL PER	MIP	4	0.15 %	0.13
MISC FIRE SERVICE CALL	MISCF	4	0.15 %	0.13
TRAUMA EMERGENCY	TRAU1	4	0.15 %	0.13
ATT TO CONTACT	ATC	3	0.11 %	0.10
CARBREAK	CB	3	0.11 %	0.10
FIGHT	FIGHT	3	0.11 %	0.10
HIT&RUN MVA	MVHR	3	0.11 %	0.10
LOST PROPERTY	PROPL	3	0.11 %	0.10
MEDICAL UNKNOWN	ALARMM	3	0.11 %	0.10
NARCOTICS	NARC	3	0.11 %	0.10
NE ASST- FIRE REQ	LEO2	3	0.11 %	0.10
REPOSSESSED VEH	REPO	3	0.11 %	0.10
SHOPLIFTING	SHOP	3	0.11 %	0.10
STOLEN VEHICLE	SV	3	0.11 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.07 %	0.06
CARDIAC ARREST	CPR	2	0.07 %	0.06
DISABLED VEHICLE	DAV	2	0.07 %	0.06
FRAUD	FRAUD	2	0.07 %	0.06
HOLD UP ALARM	ALARMH	2	0.07 %	0.06
STABBING	STAB	2	0.07 %	0.06
STROKE / CVA	CVA	2	0.07 %	0.06
SUICIDAL PERSON	SP	2	0.07 %	0.06
WEAPONS COMPL	WC	2	0.07 %	0.06
ABANDONED VEH	AV	1	0.04 %	0.03
ALZHEIMERS	ALZ	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
BURGLARY ALARM	ALARM	1	0.04 %	0.03
CIVIL SERVICE	CIVILS	1	0.04 %	0.03
DANGEROUS COND FD	DCFD	1	0.04 %	0.03
DRONE	DRONE	1	0.04 %	0.03
DRUNK PERSON	IP	1	0.04 %	0.03
FAILURE TO PAY	FTP1	1	0.04 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.04 %	0.03
FLEEING DRIVER	FLEE	1	0.04 %	0.03
FOUND CHILD	CHILDF	1	0.04 %	0.03
HAZARDOUS COND	HZM	1	0.04 %	0.03
LASER	LASER	1	0.04 %	0.03
LOST CHILD	CHILDL	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
MVA W/ INJURIES	MVI	1	0.04 %	0.03
PANIC ALARM	ALARMP	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
PROWLER	PROW	1	0.04 %	0.03
ROAD OBSTRUCTION	RDOB	1	0.04 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2024-12-01 through 2024-12-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SMOKE IN STRUCTURE	SMIS	1	0.04 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.04 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
TOTAL CALLS:		2,668	100.00%	86.06

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



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

TRAINING SEMINARS ATTENDED

Month of December 2024

<i>Heather Vanis</i>	<i>12/9-13</i>	<i>Negotiator II IPTM</i>
<i>Kelley Register</i>	<i>12/5-6</i>	<i>Cellular Records Training DSC</i>
<i>Albert Pagliari</i>	<i>12/9-13</i>	<i>Police Background Investigations IPTM</i>
<i>Norman Medders</i>	<i>12/11-13</i>	<i>G2300 Intermediate Emergency Operations Functions-Lake County</i>
<i>Ryan Mowen</i>	<i>12/18-19</i>	<i>The Law Enforcement Sergeant Eastern State College</i>



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

MONTHLY REPORT FOR DECEMBER 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 drive belt	veh #172
Replace water pump	veh #172
Replace thermostat	veh #172
Replace brakes	veh #121



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - December 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - DECEMBER 2024

FACILITIES MAINTENANCE DIVISION:

This division has four positions now that the custodial positions have been moved from the Community Center Department into the Community Services Department. There are two building maintenance employees and two custodial positions, however, only one custodial position is 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. The custodial positions are responsible for assisting with setting up and cleaning rooms for all rentals at the Community Center, janitorial type duties such as emptying trash, cleaning of bathrooms in all the buildings, vacuuming and mopping floors, dusting and taking care of miscellaneous building cleaning needs.

Additionally, this month:

- Community Center: Assisted with AC and alarm issues, helped set up holiday decorations, reorganized storage rooms
- Public Works: Helped trouble shoot dump truck not starting
- Public Safety: Chiller problems continue, assisted with new mini split install in the sally port area, worked on fixing the back window

of the fleet building, acquired quotes for blinds in lobby area, worked on repairs to sally port garage doors, repaired kitchen hinge, trouble shoot water leak in jail area, repaired jail cell doors

- City Hall: Fixed east stairwell door latch, assisted with RTU install,

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician, we are currently down only 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 is also responsible for the cleaning and upkeep of the county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Continued putting up and repairing holiday decorations around the city buildings and properties
- Installed beach access signs
- Checked and re-barricaded off closed walkovers
- Continued straightening street and park signs
- Continued replacing plants at St. Kitts Park
- Set up, helped and broke down the city holiday luncheon and tree lighting events
- Repaired the sunshade over the bocce ball courts

- Installed new water fountain at the pickleball courts
- Assisted with AC replacement on the PS roof
- Installed and rebuilt women's toilet at Fornari Park
- Removed, prepared and installed new playground equipment at McElroy Park
- Repaired playground platform at Andrinopoulos Park
- Repaired pavers on St Maarten beach walkover
- Repaired drain grate at Marbella walkover
- Fixed irrigation at Dahlia Park
- Installed new irrigation pump at McElroy Park
- Changed the oil pump on the pressure washer

Electrician:

- Electrical Locates: 35
- Continued repairs on a minimum of 56 streetlights
- Fixed emergency lighting PS fire bay and hallway
- Fixed lights in PS bunker room
- Continued fixing other lighting in PS buildings
- Fixed veterans park lighting
- Replaced lamp at McElroy bathrooms
- Worked on broken banner bars
- Fixed the light at the city entrance sign on Dunlawton Boulevard
- Installed new can lights outside of the sally port
- Replaced a photocell at control panel #10
- Fixed landscape lighting by the tennis court shed
- Worked on fixing street light Christmas decorations shorting out

SEWER DIVISION:

This division currently has all four positions

Normal monthly duties:

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

Additionally, this month:

- Sewer locates – 33
- Sewer credit meter read – 1
- Fixed clean out at 170 Florida Shores Boulevard
- Checked sewer back up at 3051 S. Atlantic and 2539 S. Atlantic Avenue
- Checked sewer availability at 2920 Peninsula Drive
- Check sink hole at 2638 Peninsula Drive
- Changed oil on the Master Station bypass pump

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – December, 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: 1
 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
Castellani Residence	2937 South Atlantic Avenue, Unit 703	12/2	Install 5 motorized roll down hurricane shutters	\$22,300.00	\$199.11
Welsing Residence	3 Oceans West Boulevard, Unit 1D7	12/2	Replace insulation and drywall	\$25,000.00	\$5.12
Winn Dixie Plaza	2200 South Atlantic Avenue	12/3	Change out (4) 5 ton A/C units	\$31,000.00	\$246.31
Benn Residence	2425 South Atlantic Avenue, Unit 502	12/3	Install 2 motorized roll down hurricane shutters	\$11,096.00	\$129.10
Didomenico Residence	2425 South Atlantic Avenue, Unit 1002	12/3	Install 2 motorized roll down hurricane shutters	\$11,096.00	\$129.10
Rosen Residence	2901 South Atlantic Avenue, Unit PH102	12/3	Install 4 motorized roll down hurricane shutters	\$14,034.00	\$154.75
Nifong Residence	3727 Cardinal Boulevard	12/3	Replace damaged roof rafters, install deck where needed	\$63,650.00	\$469.63
Nifong Residence	3727 Cardinal Boulevard	12/3	Remove/replace existing flat roof	\$20,000.00	\$123.00
Schwamb Residence	3501 South Atlantic Avenue, Unit 327	12/3	Replace kitchen cabinets, bath tub, vanity, drop ceiling	\$10,650.00	\$337.10
Cidral Residence	2987 South Atlantic Avenue, Unit 403	12/3	Replace kitchen and bathroom cabinets, move two walls	\$55,000.00	\$380.53

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Marciante Residence	2721 South Atlantic Avenue	12/3	Remove existing walls, stucco and paint	\$89,000.00	\$14.00
Sunglow Resort	3647 South Atlantic Avenue	12/3	Install beach access stairs	\$17,500.00	\$172.20
Mamane Property	3348 South Atlantic Avenue	12/4	Remove existing roof, install new modified roofing system	\$22,000.00	\$193.73
Shores Club Condo	3815 South Atlantic Avenue	12/5	Impact window replacement	\$1,375,000.00	\$4,253.49
Nifong Residence	3727 Cardinal Boulevard	12/5	All new electric work, as per plans, temporary power pole	\$34,400.00	\$47.50
Curran Shores South	3641 South Atlantic Avenue	12/6	Construct beach access stairs	\$15,000.00	\$154.75
Hawaiian Inn	2301 South Atlantic Avenue	12/6	Re-roof lower metal roof	\$200,000.00	\$1,036.28
WLW Capital LLC	3738 South Atlantic Avenue	12/9	Remove/replace insulation and sheetrock in ceilings	\$30,000.00	\$5.81
Souvenir City	3154 South Atlantic Avenue	12/9	Change out (2) 7.5 ton package units on roof	\$27,000.00	\$218.02
Hart Residence	3 Oceans West Boulevard, Unit 1B5	12/9	Replace kitchen cabinets and counter tops	\$39,000.00	\$289.51
Castaways Beach Resort	2043 South Atlantic Avenue	12/9	Install TPO over concrete deck using ISO and densdeck	\$372,036.00	\$42.14
Beach Plaza	2560 South Atlantic Avenue	12/10	Remove and replace 97,800 square foot roof	\$150,000.00	\$836.40
Hawaiian Inn Beach Resort	2301 South Atlantic Avenue	12/10	Construct beach access stairs and dune walkover	\$20,401.00	\$188.34
White Surf Condo	3555 South Atlantic Avenue	12/10	Install aluminum picket railing around pool deck area	10,457.00	\$0.00
Kodra Residence	2737 South Atlantic Avenue	12/10	Interior remodel, new cabinets, showers, windows	\$328,000.00	\$1,546.98
Mukhopadhyay Residence	2937 South Atlantic Avenue, Unit 1001	12/11	Kitchen remodel, new cabinets and counter tops	\$21,000.00	\$188.34
McBrayer Residence	2425 South Atlantic Avenue, Unit 805	12/11	Replace 1 sliding glass door	\$11,835.00	\$129.10
Brewer Residence	2425 South Atlantic Avenue, Unit 1701	12/11	Replace 5 sliding glass doors	\$30,154.00	\$243.75
Gill Residence	3807 South Atlantic Avenue, Unit 503	12/11	Replace 5 windows and 2 sliding glass doors	\$18,289.00	\$177.58
Kodra Residence	2737 South Atlantic Avenue	12/11	Plumbing repipe	\$14,000.00	\$47.50
Beach Plaza	2560 South Atlantic Avenue	12/11	Reframe gable, reinstall brick veneer	\$14,000.00	\$4.00
Ossama Residence	2515 South Atlantic Avenue, Unit 910	12/11	Replace 1 entry door	\$12,370.00	\$137.65
Bailey Property	2020 South Atlantic Avenue	12/12	Repair concrete window headers, block infill window openings	\$48,000.00	\$340.71
Zipparro Residence	2937 South Atlantic Avenue, Unit 1203	12/12	Remodel kitchen and 2 bathrooms, new cabinets	\$52,000.00	\$363.47
Kodra Residence	2737 South Atlantic Avenue	12/16	Home rewire	\$18,000.00	\$47.50

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Clemons Residence	1925 South Atlantic Avenue, Unit 1103	12/16	Change out 3 ton straight cool system	\$10,065.00	\$110.50
Van Wingerden Residence	2709 South Atlantic Avenue	12/18	Install 320' black 2 rail aluminum fence and 3 gates	\$10,115.00	\$120.00
Sand & Surf Condo	2535 South Atlantic Avenue	12/19	Reconstruct pool deck, minor drainage improvements	\$40,000.00	\$295.20
Perry's Ocean Edge Resort	2209 South Atlantic Avenue	12/19	Re-roof 5000 square foot area of flat roof	\$40,000.00	\$295.20
Realty Pros	3118 South Atlantic Avenue	12/19	Layover existing roof, add ISO board and TPO	\$27,800.00	\$226.87
Sherwin Condo	2555 South Atlantic Avenue	12/26	Change out (2) 20 ton rooftop units	\$91,975.00	\$677.73
Ocean Villas Condo	3703 South Atlantic Avenue	12/26	Replace 2 pool heaters	\$10,000.00	\$69.25
Grand Coquina Condo	3333 South Atlantic Avenue	12/26	Construct new spa	\$193,000.00	\$1,358.29
Grand Coquina Condo	3333 South Atlantic Avenue	12/26	Plumbing for new spa	\$40,000.00	\$50.50
Capozzoli Residence	3425 South Atlantic Avenue, Unit 2206	12/27	Remodel kitchen and 2 bathrooms, new showers	\$35,400.00	\$272.26
Capozzoli Residence	3425 South Atlantic Avenue, Unit 2206	12/27	Enclose lanai with new front door and window, remodel	\$15,300.00	\$161.50
Judge Residence	3003 South Atlantic Avenue, Unit 9B4	12/27	Remodel hall and master bathroom, new vanities	\$47,255.00	\$340.48
All Aboard Storage	2616 South Atlantic Avenue	12/30	Tear off and reroof front Northeast section of roof	\$14,760.00	\$154.75
3159 S. Atlantic LLC	3159 South Atlantic Avenue	12/30	Furnish and install permanent seawall	\$185,000.00	\$23.81
Burdish Residence	2967 South Atlantic Avenue, Unit 402	12/31	Replace sliding glass door	\$12,432.00	\$137.65
Waddington Residence	2555 South Atlantic Avenue, Unit 801	12/31	Replace cabinets	\$23,094.00	\$204.49
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$4,029,464.00	\$17,350.98

Building Division Revenue by Permit Category:

PERMIT TYPE	DECEMBER 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	DECEMBER 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
BUILDING	\$16,376.14	\$42,796.61	\$12,080.34	\$52,093.72
ROOF	\$2,968.37	\$4,789.65	\$2,055.67	\$11,125.35
DEMOLITION	\$0.00	\$0.00	\$0.00	\$220.00
ELECTRICAL	\$2,169.50	\$8,182.39	\$2,411.25	\$6,905.37
MECHANICAL	\$3,211.16	\$16,044.38	\$4,416.15	\$13,926.38
PLUMBING	\$1,904.75	\$6,103.26	\$1,973.75	\$8,134.25
SIGN	\$99.25	\$153.75	\$183.75	\$988.22

POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$210.23	\$610.73	\$421.15	\$1,073.98
DEVELOPMENT FEES	\$235.00	\$920.00	\$445.00	\$3,104.44
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$27,174.40	\$79,600.77	\$23,987.06	\$97,571.71

Building Division Activities:

ACTIVITY	DECEMBER 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	DECEMBER 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
INSPECTIONS	{241} + [7] = 248	714	{76} + [208] = 284	944
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	2
FINAL INSPECTIONS	{134} + [6] = 140	479	{55} + [123] = 178	610
FAILED INSPECTIONS	{6} + [0] = 6	41	{3} + [30] = 33	106

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: \$11,380,923.00

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



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Empire Computing Piggyback Agreement-Network Infrastructure

SYNOPSIS:

The city has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio Visual Support, and Physical Security from time to time on an as needed, task-oriented basis. The city would like to piggyback off of the City of Cocoa's January 29, 2021, contract with Empire Computing as the IT Manager feels it is beneficial to the city. This contract is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes.

FISCAL IMPACT STATEMENT:

No fiscal impact as this item is budgeted for in FY 24-25.

BACKGROUND:

The city has budgeted Network Infrastructure for FY 24-25. The IT Manager feels it would be to the city's benefit to piggyback off the City of Cocoa's IT Contract.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the Empire Consulting contract.

SUGGESTED MOTION:

- ATTACHMENT:**
1. DBS - Empire Computing - Piggyback Agreement mr 12-13-24 (1)
 2. Ex. A - P-20-20-COC AGREEMENT - EMPIRE (1)
 3. Ex. B - 1st Amendment to Agreement P-20-20-COC (1)

4. Ex. C-Quote19742

CITY OF DAYTONA BEACH SHORES' AGREEMENT
TO PIGGYBACK INFORMATION TECHNOLOGY SERVICES
CONTRACTED BY CITY OF COCOA
(RFQ No: 20-20-COCO)

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 202____, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality (the “City”), and EMPIRE COMPUTING AND CONSULTING, INC., a Florida profit corporation (the “Contractor”), concerning that certain agreement between the City of Cocoa and the Contractor for Professional IT Services, dated January 29, 2021 (i.e. Contract P-20-20-COC, City of Cocoa IT Professional Consultant Agreement) (the “City of Cocoa Agreement”).

WITNESSETH:

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

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

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; 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 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; 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, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

WHEREAS, the City of Cocoa, Florida (“Cocoa”) is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Cocoa advertised Request for Qualifications No.: #20-20-COCO for professional information technology (“IT”) services (hereinafter “RFQ”); and

WHEREAS, Cocoa thereafter awarded the solicitation to Contractor based on the terms and conditions set forth in the RFQ, with Contract No. 20-20, a copy of which is attached hereto and made a part hereof as Exhibit “A”; and

WHEREAS, Cocoa and Contractor thereafter entered into First Amendment to the Cocoa Contract, signed October 5, 2023, a copy of which is attached hereto and made a part hereof as Exhibit “B”; and

WHEREAS, the initial term of the Contract No. 20-20 ends on March 3, 2026, with the option to renew for two (2) additional one-year terms; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the professional information technology (“IT”) services provided by Contractor are needed by the City of Daytona Beach Shores; and

WHEREAS, Contract No. 20-20 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 City to “piggyback” on the competitive pricing provided to the City of Cocoa in Contract No. 20-20; and 3) it is in the best interests of the residents of the City of Daytona Beach Shores to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. 20-20; and

WHEREAS, the parties hereby agree and consent to “piggyback” on the terms and conditions in the Contract No. 20-20, including all attachments, addenda, and all other applicable documents except as otherwise provided herein; and

WHEREAS, the parties hereby agree to the rates and prices contained in the Contractor’s quote to the City, dated October 29, 2024, a copy of which is attached hereto and made a part hereof as Exhibit “C.”

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. The terms and conditions of Contract No. 20-20 including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of Contract No. 20-20 and this Agreement, the terms and conditions contained in this Agreement 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, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG**

**2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118**

4. Payment. The City of Daytona Beach Shores shall pay Contractor in accordance with the City's procurement policy and Florida law, and pursuant to the rates and prices reflected in Exhibit "C."

5. 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.

6. 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.

7. 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.

8. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, 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, Florida Statutes.

9. 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.

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

286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

11. 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. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

14. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

15. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

16. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 16 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Daytona Beach Shores

Cheri Schwab, City Clerk

Nancy Miller, Mayor

APPROVED AS TO FORM

Vose Law Firm, City Attorney



CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

This Agreement made and entered into on the 29th day of January, 2021 by and **Empire Computing & Consulting Inc.**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **120 N. Frederick Ave., Daytona, FL 32114** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. TERM AND DEFINITIONS –

- 1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5th) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.
- 1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.
- 1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.
- b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.
- c. "Consultant" shall mean Empire Computing & Consulting Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).
- d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.
- e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.
- f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.
- g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4.**Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. (EXHIBIT A - PRICING SCHEDULE).

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work. When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

- 2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.
3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide professional IT Consultant Services.
4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.
5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

- 6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.
- 6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT –**

- 7.1. **General Services.** For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.
- 7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.
- 7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.
- 7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

- 7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.
- 7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.
- 7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.
- 7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.
- 7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.
- 7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
- 7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGRESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts.** Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

- a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

- b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than \$5,000.00.
- c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.
- d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

- 12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS** –

- 13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

- 14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

- 14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. GUARANTEE AGAINST INFRINGEMENT –

- 15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. DOCUMENTS –

- 16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies 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 by law. Consultant shall 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 Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.
- b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.
- c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. ASSIGNMENT –

- 17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.
- 17.2. If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. INDEPENDENT CONTRACTOR –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. TERMINATION –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. FORCE MAJEURE –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. GOVERNING LAW & VENUE –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. HEADINGS –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. SEVERABILITY –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

24. WAIVER AND ELECTION OF REMEDIES –

- 24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. THIRD PARTY RIGHTS –

- 25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. PROHIBITION AGAINST CONTINGENT FEES –

- 26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. ENTIRE AGREEMENT –

- 27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. NO JOINT VENTURE –

- 28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. ATTORNEY'S FEES –

- 29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

30. COUNTERPARTS –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. DRAFTING –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. NOTICE –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

Empire Computing & Consulting Inc.
Attn: Dave Campos / President – CEO
120 N. Frederick Ave
Daytona, FL 32114
P: (386) 253-6506
E: davec@empirecomputing.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

33. SOVEREIGN IMMUNITY –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. CORPORATE REPRESENTATIVE BY CONSULTANT –

- 34.1. Consultant hereby represents and warrants to the City the following:
- a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
 - b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. INDEMNIFICATION AND LIMITATION OF LIABILITY –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. CONSULTANT'S PERSONNEL ONSITE –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. RECORD DRAWINGS -

- 37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. ADDITIONAL ASSURANCES –

- 38.1. The Consultant for itself and its Subconsultants, if any, certifies that:
- a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
 - b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;
 - c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.
 - d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

39. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

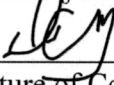
Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, Empire Computing & Consulting Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

David Campos / President

Name and Title of Contractor's Authorized Official

January 29, 2021

Date

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: [Signature]
Stockton Whitten, City Manager

Date: 3/09/2021

ATTEST:

[Signature: Carrie Shealy]
Carrie Shealy, City Clerk



CONTRACTOR

Empire Computing & Consulting Inc.

By: [Signature]
David Camp s, Jr. President/CEO
Print name/title: David Campos / President

Date: 1/29/2021

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 16th day of February, 2021, by David Campos Jr., the _____ of _____, who is personally known to me or who produced FL C512-161-65-370-0 as identification and who did take an oath.



PAMELA J. GREENHAW
Notary Public - State of Florida
Commission # HH 064078
My Comm. Expires Feb 11, 2025
Bonded through National Notary Assn.

[Signature: Pamela J. Greenhaw]
(Notary Public Signature)
Pamela J. Greenhaw
(Print Name)

Notary Public, State of FL
Commission No.: #HH 064078
My Commission Expires: 02.11.2025

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	\$110.00	\$ 225.00
Wireless Network Support	\$110.00*	\$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*the wireless network support above does not include the point to point wireless which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off	Category	Minimum % Discount off
1 - Network Equipment	%	6 - Memory	%
Ruckus	44%	Corsair	%
Cisco	35%	Crucial	%
Transition Networks	10%	Kingston	%
2 - Server Equipment	%	HP	%
HP	25%	7 - Desktop Computers	%
Cisco	35%	Dell	%
3 - Storage	%	HP	%
Barracuda	15%	Lenovo	%
Dell/EMC	%	8 - Laptop Computers	%
Fujitsu	%	Apple	%
HP	35%	Asus	%
Nimble	35%	Dell	%
4 - Wireless Networking	%	HP	%
Ruckus	35%	Lenovo	%
Cisco	35%	Panasonic	15%
Radwin	20%	9 - Tablet Computers	%
5 - Network/Data Center	%	Apple	%
APC/Schneider	%	Asus	%
Avocent	30%	Panasonic	15%
Belkin	%	10 - Thin/Zero Clients	%
Berk-Tek	%	Dell/Wyse	%
Dymo	%	11 - Monitors/Televisions/Projectors	%
Eaton	%	Dell	%
Emcor	%	LG	%
Leviton	%	Samsung	%
Middle Atlantic	%	Sony	%
NetScout/Fluke	%	Viewsonic	%
Siemens	%	Vizio	%
Snake Tray	%	12 - Audio/Visual Equipment	%
Softing	%	13 - Telecom/VoIP	%
Startech	%	Jabra	%
TrippA1:A34 Lite	%	Mitel/Shoretel	%
		Plantronics	%
		Sennheiser	%



PURCHASING

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO PROFESSIONAL CONSULTANT AGREEMENT
CONTRACT P-20-20-COC
PROFESSIONAL IT SERVICES

This FIRST Amendment is made to the agreement between the **City of Cocoa**, a Florida municipal Corporation (“City”) and **Empire Computing & Consulting Inc.** a for profit corporation (“Contractor”).

WHEREAS, the City and the Contractor entered into an agreement for Professional IT Services, dated January 29, 2021.

WHEREAS, the Contractor is offering additional products to the City from what was established in Exhibit A, Part II of the original agreement.

WHEREAS, the parties desire to amend the Agreement to update and accept the additional product offerings in a revised Exhibit A – Pricing Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Pricing Schedule to include the additional product offerings as attached to this amendment by reference.
2. All of the terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

**EMPIRE COMPUTING &
CONSULTING INC.**

CITY OF COCOA

By: David A. Campos Jr
(Print Name)

By: Stockton Whitten
(Print Name)

CEO/President
(Title)

City Manager
(Title)


Signature / Date


Signature / Date

Attest:  for
Carrie Shealy, City Clerk

CC: Robert Beach, Chief Technology Officer, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	\$110.00	\$ 225.00
Wireless Network Support	\$110.00*	\$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*The wireless network support above does not include the Radwin point to point wireless installation or maintenance which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off	Category	Minimum % Discount off
1 - Network Equipment	%	6 - Memory	%
Ruckus	44%	Corsair	%
Cisco	35%	Crucial	%
Transition Networks	10%	Kingston	%
Fortinet*	18%	HP	%
2 - Server Equipment		7 - Desktop Computers	%
HP	25%	Dell	%
Cisco	35%	HP	%
3 - Storage	%	Lenovo	%
Barracuda	15%	8 - Laptop Computers	%
Dell/EMC	%	Apple	%
Fujitsu	%	Asus	%
HP	35%	Dell	%
Nimble	35%	HP	%
4 - Wireless Networking	%	Lenovo	%
Ruckus	35%	Panasonic	%
Cisco	35%	9 - Tablet Computers	
Radwin	20%	Apple	%
Ubiquiti*	0%	Asus	%
HPE Aruba*	35%	Panasonic	15%
5 - Network/Data Center	%	10 - Thin/Zero Clients	%
APC/Schneider	%	Dell/Wyse	%
Avocent	30%	11 - Monitors/Televisions/Projectors	%
Belkin	%	Dell	%
Berk-Tek	%	LG	%
Dymo	%	Samsung	%
Eaton	%	Sony	%
Emcor	%	Viewsonic	%
Leviton	%	Vizio	%
Middle Atlantic	%	12 - Audio/Visual Equipment	%
NetScout/Fluke	%	Verkada (entire line)*	30%
Siemens	%	13 - Telecom/VoIP	
Snake Tray	%	Jabra	%
Softing	%	Mitel/Shoretel	%
Startech	%		%
TrippA1:A34 Lite	%		%

*Additional offerings included under the first amendment to agreement P-20-20-COC



Empire Computing and Consulting Inc

120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	19742
Quote Date:	7/19/2024
Page:	1
Customer #:	620

Quoted To:

City of Daytona Beach shores
2990 South Atlantic AVE
Daytona Beach Shores, FL 32118

Valid Through: 2/28/2025

Phone: 386-763-7560		Cust PO:		Terms: net 30	
Reference: Ruckus/8series		Ship Via: Ground		Salesperson: PETEM	
Stock Code	Description	Quantity	Price	Extended	
E100G-QSFP-QSFP-P-(	Ruckus - 100GBase direct attach cable - QSFP28 to QSFP28 - 3.3 ft - passive	4.00	436.80	1,747.20	
10G-SFPP-LR-S	10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0 C to 70 C)	4.00	223.89	895.56	
10G-SFPP-SR-S8	10GBASE-SR, S FPP MMF LC connector, standard temperature (0 C to 70 C), 8-pack	4.00	1,310.40	5,241.60	
ICX8200-24	RUCKUS WIRELESS:24 x 10/100/1000Mbps and 4 x 1/10/25GbE SFP28	3.00	1,508.00	4,524.00	
ICX8200-24P	24 x 10/100/1000Mbps. Class 4 PoE, 370W budget. 4 x 1/10/25GbE SFP28	4.00	1,950.00	7,800.00	
E25G-SFP28-TWX-P-01	E25G-SFP28-TWX-P-0101	9.00	127.40	1,146.60	
ICX8200-48	RUCKUS WIRELESS:48 x 10/100/1000Mbps and 4 x 1/10/25GbE SFP28	1.00	2,184.00	2,184.00	
ICX8200-48PF	48 x 10/100/1000Mbps. Class 4 PoE, 740W budget. 4 x 1/10/25GbE SFP28	11.00	3,750.00	41,250.00	
10G-SFPP-TWX-0501	Ruckus 10GbE Direct Attach SFP+ to SFP+ Active copper cable, 5 m	4.00	257.40	1,029.60	
ICX7550-24F-E2-R3	ICX 7550 24-port 1/10 Gbps with 2-ports 40/100 Gbps Uplink/Stack QSFP28, module slot, two AC power supplies, three fans exhaust	4.00	8,655.40	34,621.60	
PCUSA2	POWER CORD NEMA5-15/C13	19.00	28.56	542.64	
CLD-ESNT-APSW-REC:	RUCKUS WIRELESS:RUCKUS ONE ESSENTIALS 3-YR SUBSCRIPTION FOR 1 NETWORK DEVICE	51.00	187.00	9,537.00	
901-R550-US00	R550-US 11AX INDR AP	26.00	400.00	10,400.00	
901-T350-US20	Ruckus T350C - Wireless access point - Wi-Fi 6 - 2.4 GHz, 5 GHz - wall / pole / surface mountable	2.00	700.00	1,400.00	
803-T350-3000	WatchDog Advance Replacement, T350, all, 3 Yr	2.00	95.24	190.48	
EMPIRE LABOR	Empire Engineering/Network Support	20.00	110.00	2,200.00	

Piggy Backable Contract City of Cocoa Contract P-20-20-COC



Empire Computing and Consulting Inc

120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	19742
Quote Date:	7/19/2024
Page:	2
Customer #:	620

Quoted To:

City of Daytona Beach shores
2990 South Atlantic AVE
Daytona Beach Shores, FL 32118

Valid Through: 2/28/2025

Phone: 386-763-7560		Cust PO:	Terms: net 30	
Reference: Ruckus/8series		Ship Via: Ground		Salesperson: PETEM
Stock Code	Description	Quantity	Price	Extended

SubTotal:	124,710.28
Tax:	0.00
Shipping:	0.00
Total:	124,710.28



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Purchase of 5 Portable Radios for Public Safety

SYNOPSIS:

This item is for the approval of purchase of five portable radios for Public Safety. This purchase was previously approved by commission as part of the 24-25 budget.

FISCAL IMPACT STATEMENT:

BACKGROUND:

As part of the FY 24-25 budget, the commission approved the purchase of five portable radios for Public Safety. The budgeted amount totaled \$32,400. This purchase is from Communications International for a total of \$32,531.67. Communications International is a sole source provider.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move we accept the item as presented,

ATTACHMENT:

1. DBSPS QO0036304 5 XL-185P 1-28-25
2. Communications International Sole Source Daytona Beach Shores DPS



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0036304
Date	01/28/2025
Expiration date	02/27/2025
Terms	N30
Requested By	Sgt. Jessica Schoenbrod
Salesperson	Robyn R Disbro
Phone	(386) 947-9999
E-mail	rdisbro@ask4ci.com

Bill to

Daytona Beach Shores Public Safety
Accounts Payable
3050 S Atlantic Ave
DAYTONA SHORES, FL 32118

Delivery address

Daytona Beach Shores Public Safety
Accounts Payable
3050 S Atlantic Ave
DAYTONA SHORES, FL 32118

DBSPS (5) XL-185P

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PFS1M-NA	PORTABLE,XL-185P,7/8,FKP,BLK,US,NA	5.00	2,750.00	28%	1,980.00	9,900.00
XS-Y3EWP	WARRANTY, EXTENDED 3 YR, PORTABLE	5.00	220.00	0%	220.00	1,100.00
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	5.00	395.00	28%	284.40	1,422.00
XS-PL8N	Feature, In-Band GPS	5.00	330.00	28%	237.60	1,188.00
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	5.00	0.01	0%	0.01	0.05
XS-PL5L	Feature, P25 OTAR (Over-the-air-rekeying)	5.00	700.00	28%	504.00	2,520.00
XS-PL4F	Feature, P25 Phase 2 TDMA	5.00	275.00	28%	198.00	990.00
XS-PL8Y	Feature, Encryption Lite	5.00	0.01	0%	0.01	0.05
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	5.00	785.00	28%	565.20	2,826.00
XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	5.00	2,500.00	28%	1,800.00	9,000.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	5.00	0.01	0%	0.01	0.05
XS-NC8D	Antenna, Whip, 762-870Mhz, 1/2 Wave	5.00	50.00	28%	36.00	180.00
XS-HC3L	BELT CLIP,METAL	5.00	35.00	28%	25.20	126.00
XS-CH6F	CHARGER, SINGLE BAY +	5.00	250.00	28%	180.00	900.00
BPPA4KLI-S	XL-200 High Capacity Battery, 5000mA	10.00	120.00	0%	120.00	1,200.00



Quotation

Page 2 of 2
Quotation ID QO0036304
Date 01/28/2025
Expiration date 02/27/2025

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
V2-S2HD12111	Otto Storm Mic for XL-185P/XL-200P	5.00	222.24	15%	188.90	944.52
	Programming	5.00	34.00	0%	34.00	170.00
	Shipping	1.00	65.00	0%	65.00	65.00

Pre-tax Total \$32,531.67

Order Acceptance - Please sign below

Signature _____
Printed name _____
Date _____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.



L3HARRIS TECHNOLOGIES, INC.

Communication Systems
221 Jefferson Ridge Parkway
Lynchburg, VA USA 24501-6952
Phone 1-800-368-3277

L3Harris.com

January 28th, 2025

Daytona Beach Shores DPS
Attn: Sergeant Jessica Schoenbrod
3050 South Atlantic Avenue
Daytona Beach Shores, FL 32118

Communications International Inc., L3Harris Authorized Service Center and Sole Source Provider

This letter serves as written confirmation that Communications International Inc. is a L3Harris Dealer and Regional Center of Excellence - Elite Channel Partner in good standing with L3Harris Technologies, Inc. As such, Communications International Inc. is authorized to resell L3Harris Public Safety and Professional Communications products as outlined in the L3Harris partner agreement.

Additionally, Communications International Inc. is a L3Harris PSPC Authorized Service Center (ASC) and is trained and certified to service & repair L3Harris PSPC products. Orders for L3Harris equipment, service, repairs and calibrations of L3Harris products and associated accessories may be placed through Communications International Inc. or L3Harris.

In addition to the above, Communications International Inc. is authorized as the service provider for the Daytona Beach Shores Public Safety Department and their L3Harris communications equipment.

Please contact me if you have any questions.

Respectfully,

Chris Johnson
Southeast Channel Manager
COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES
Mobile: +1-434-485-2090
ACTION-URGENCY-EXCELLENCE



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: RFQ2025-02 "Engineering Services For Sewage Collection & Resiliency Upgrades"
Selection And Authorization For City Manager To Enter Contract Negotiations With Mead & Hunt, inc.

SYNOPSIS:

On December 13, 2024, the City posted a Request For Qualifications (RFQ) for engineering services for sewage collection and resiliency upgrades to the Daytona Beach Shores sanitary sewer system (RFQ-2025-02). The purpose of the RFQ was to receive proposals from qualified firms for the aforementioned engineering services for sewer improvements identified in the Daytona Beach Shores Wastewater System Clean Water State Revolving Fund (CWSRF) Facility Plan (2024).

The City received submissions from the following firms: (1) McKim & Creed, Inc, and (2) Mead and Hunt, Inc. The RFQ selection committee met on January 23, 2025, to evaluate the submissions and hereby provides its recommendation to the City Commission as seen below. If approved, the recommended firm, Mead and Hunt, Inc., will be engaged through a contract, negotiated by the City Manager, subject to City Commission approval.

The following is a list of design and related professional engineering services required for the wastewater system upgrades and resiliency improvements as set forth in the City's CWSRF Facility Plan, and additional services. This list is not all inclusive and may include related work that is not specifically listed.

- o Sewage collection and transmission system design.
- o Lift station upgrades and improvements
- o GIS and Asset Management
- o Grant administration and funding assistance
- o Sanitary sewer system evaluation and studies (SSES)
- o I/I identification and abatement
- o Sewer lining and manhole repairs
- o Hydraulic modeling and master planning
- o CEI Services
- o Bidding and contracting assistance
- o Other engineering services relating to sewage collection, transmission and resiliency

FISCAL IMPACT STATEMENT:

This has been budgeted for in the 5-year capital plan. The city commission approved \$600,000 in FY 24-25 for project design.

BACKGROUND:

At the July 23, 2024, Daytona Beach Shores City Commission meeting, the City Commission adopted the Daytona Beach Shores Wastewater System Clean Water State Revolving Fund Facility Plan (2024). The facility plan drafted by the City's engineering consultant Mead & Hunt, Inc. outlines the necessary rehabilitation and/or replacement of all sewage lift stations and a portion of the city's sewer force main system to comply with State of Florida funding requirements and improve resiliency as noted below.

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

Additionally, in August of 2024, the Florida Department of Environmental Protection approved, through the State Revolving Fund, a 100% principal forgiveness loan of \$14,550,000 to finance the construction of the referenced wastewater improvements.

LEGAL REVIEW:

RECOMMENDATION:

- 1) Approval of Mead and Hunt, Inc. as the firm to perform engineering services for sewage collection and resiliency upgrades (RFQ2025-02).
- 2) Approval to authorize the City Manager to enter into contract negotiations with Mead and Hunt, Inc to perform the engineering services for sewage collection and resiliency upgrades (RFQ2025-02).

SUGGESTED MOTION:

- 1) Approval of Mead and Hunt, Inc. as the firm to perform engineering services for sewage collection and resiliency upgrades (RFQ2025-02).
- 2) Approval to authorize the City Manager to enter into contract negotiations with Mead and Hunt, Inc to perform the engineering services for sewage collection and resiliency upgrades (RFQ2025-02).

ATTACHMENT: 1. RFQ2025-02 Selection Committee Findings and Recommendations



RFQ2025-02 SELECTION COMMITTEE FINDINGS AND RECOMMENDATIONS
FOR
ENGINEERING SERVICES FOR SEWAGE COLLECTION AND RESILIENCY UPGRADES

TABLE OF CONTENTS

I.	Project Objective.....	3
II.	Evaluation Criteria.....	3
III.	Selection Committee.....	5
IV.	Proposals Submitted.....	5
V.	Scoring and Selection.....	5
VI.	Conclusion and Recommendation.....	6
VII.	Appendix A – Selection Committee Rating Forms & Minutes.....	7

I. Project Objective

The objective of the selection committee is to select the preferred engineering firm to perform the design and related professional engineering services required for collection system upgrades and resiliency improvements as set forth in the City's CWSRF Facility Plan and as set forth in the scope of work outlined in RFQ2025-02 Section 2.1 and as follows:

- Sewage collection and transmission system design.
- Lift station upgrades and improvements
- GIS and Asset Management
- Grant administration and funding assistance
- Sanitary sewer system evaluation and studies (SSES)
- I/I identification and abatement
- Sewer lining and manhole repairs
- Hydraulic modeling and master planning
- CEI Services
- Bidding and contracting assistance
- Other engineering services relating to sewage collection, transmission and resiliency.

II. Evaluation Criteria

As part of the RFQ response, respondents were asked to submit statements of qualifications, experience, and references pertaining to other projects in which involved. The selection committee utilized the City's evaluation criteria prescribed in RFQ2025-02 Part 4 and as outlined below.

RFQ2025-02 PART 4: Evaluation of Submissions

Weighted Criteria: The following criteria will be used to score and rank responsive Proposals.

4.1.1 Proposer's Qualifications and Experience of Key Personnel. Include sub-consultants and/or joint venture partners proposed for the scope. The successful Team should represent a comprehensive, interdisciplinary approach to the work

including experience designing, permitting and managing lift station, force main and collection system improvement projects in Volusia County and Central Florida. Work experience should include locally based construction engineering and inspection (CEI) staff experienced with projects in existing developed neighborhoods and maintaining continuous sewage service in existing, operating systems. Grant funding and compliance staff with CWSRF and SAHFI experience. In-house NASSCO certified staff and inspectors. Address the respondent's capability to assure the work will meet the scope and administrative procedures. Provide an organizational chart. **(35 points)**.

4.1.2 Proposer's Related Experience. Provide description of similar work. Provide client references for previous work accomplished of similar size and scope. References should include projects having similar scope including lift station upgrades and force main replacement, utility coordination, maintenance of traffic, grant compliance and public awareness program related elements. Project list shall include construction engineering and inspection (CEI) and grant compliance experience. **(25 points)**

4.1.3 Proposer's Capabilities, Approach & Capacity. Identify key aspects to facilitate the successful completion of the scope, including, but not be limited to the firm's capabilities to provide efficient personnel and resource allocations that assures a cost-effective approach resulting in a high-quality end product. Preference shall be given to proposers with comprehensive 'in-house' capabilities to provide professional services for the core disciplines needed to complete the described work. **(15 points)**

4.1.4 Public outreach and safety: Identify programs that promote better accessibility and notification to affected business and property owners and end users when work is being accomplished. Include any sample program features used in previous projects. **(10 points)**.

4.1.5 Tentative Staffing Schedule: Provide the respondent's intended efficient allocation of administrative and inspection personnel resources for the construction phase of projects and availability of staff to perform the work in the time period assigned. **(15 points)**

III. Selection Committee

The selection committee comprised of the following city employees. Committee members evaluated each proposal and scored accordingly pursuant to the evaluation criteria.

1. Tom Brown, Public Works Deputy Director
2. Stewart Cruz, Community Services Director
3. Lory Irwin, Finance Director
4. Kurt Swartzlander, City Manager

IV. Proposals Submitted

Two firms submitted proposals in response to RFQ2025-02. The proposing firms are listed below.

1. McKim and Creed, Inc.
2. Mead and Hunt, Inc.

V. Scoring and Selection

The selection committee met on January 23, 2025, at 9:00am. Each committee member discussed their scoring/ranking of their respective proposals. Below is a summary of the scoring.

Proposal	Scorer	Score	Average Score	Final Rank
McKim & Creed	T. Brown	68	81.75	2
	S. Cruz	79		
	L. Irwin	82		
	K. Swartzlander	98		
Mead & Hunt	T. Brown	97	94.25	1
	S. Cruz	80		
	L. Irwin	100		
	K. Swartzlander	100		

The meeting minutes and detailed scoring results are located in Appendix A. The committee meeting ended at 9:25am.

VI. Conclusion and Recommendation

The selection committee's evaluation of the proposals submitted resulted in the committee's decision to recommend Mead and Hunt, Inc. as the RFP2025-02 awardee. If approved by the City Commission, the City Manager will initiate contract negotiations with the awardee.

VII. Appendix A – Selection Committee Rating Forms & Minutes



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

Office of The Finance Director

January 23, 2025

Minutes

RFQ 2025-02

Sewage Collections & Resiliency Upgrade

Attendees:

City Manager – Kurt Swartzlander, Finance Director – Lory Irwin, Community Services Director – Stewart Cruz, Deputy Director Community Services – Tom Brown, Acting City Clerk – Joanna Forquer

Number of Attendees: 5

- Meeting started at 9:00am, by confirming all attendees had completed the rating form.
- Director Cruz began stating that he scored Mead & Hunt first, and McKim & Creed second.
- City Manager Swartzland went next, scoring Mead & Hunt first, and McKim & Creed second.
- Finance Director Irwin was next, scoring Mead & Hunt first and McKim & Creed second.
- Deputy Director Brown went last scoring Mead & Hunt first and McKim & Creed second.

As the votes were unanimous Director Cruz, asked City Manager how to proceed with putting to Commission.

Meeting concluded at 9:25am.

2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 • Phone 386-763-5353; Fax 386-763-5320

DBS ENGINEERING SERVICES FOR SEWAGE COLLECTION & RESILIENCY UPGRADES RFQ2025-02 SELECTION

RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experience of Key Personnel	35	34	34
4.1.2	Related Experience	25	20	21
4.1.3	Capabilities, Approach & Capacity	15	10	10
4.1.4	Public Outreach & Safety	10	5	5
4.1.5	Tentative Staffing Schedule	15	10	10
NOTE:	Criteria Description Provide In Separate Tab	100	79	80

Committee Meeting Date: 1-23-25
 Committee Member Name: Stewart Cline

(2) (1)

DBS ENGINEERING SERVICES FOR SEWAGE COLLECTION & RESILIENCY UPGRADES RFQ2025-02 SELECTION

RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experience of Key Personnel	35	35	35
4.1.2	Related Experience	25	25	25
4.1.3	Capabilities, Approach & Capacity	15	15	15
4.1.4	Public Outreach & Safety	10	10	10
4.1.5	Tentative Staffing Schedule	15	15	15
NOTE:	Criteria Description Provide In Separate Tab	100	98	100

Committee Meeting Date: 1-23-25
 Committee Member Name: Kurt Swartzlander

DBS ENGINEERING SERVICES FOR SEWAGE COLLECTION & RESILIENCY UPGRADES RFQ2025-02 SELECTION

RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experience of Key Personnel	35	35	35
4.1.2	Related Experience	25	10	20
4.1.3	Capabilities, Approach & Capacity	15	10	10
4.1.4	Public Outreach & Safety	10	5	10
4.1.5	Tentative Staffing Schedule	15	15	15
NOTE:	Criteria Description Provide In Separate Tab	100	80	100

Committee Meeting Date: 1-23-25
 Committee Member Name: Larry Irwin

DBS ENGINEERING SERVICES FOR SEWAGE COLLECTION & RESILIENCY UPGRADES RFQ2025-02 SELECTION

RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experience of Key Personnel	35	30	34
4.1.2	Related Experience	25	20	22
4.1.3	Capabilities, Approach & Capacity	15	12	12
4.1.4	Public Outreach & Safety	10	8	9
4.1.5	Tentative Staffing Schedule	15	8	10
NOTE:	Criteria Description Provide In Separate Tab	100	68	97

Committee Meeting Date: 1-23-25
 Committee Member Name: Tom Brown



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Nancy Maddox, Recreation Director

PREPARED BY: Nancy Maddox, Recreation Director

SUBJECT: RFQ Professional Parks Master Plan Services Selection & Authorization of City Manager to enter into contract negotiations.

SYNOPSIS:

The City of Daytona Beach Shores issued a Request for Qualifications (RFQ) on January 6, 2025, seeking proposals from qualified firms to create a citywide Parks Master Plan. The goal of the plan is to establish a strategic framework for the future development of parks and recreational facilities in the area. It will involve assessing existing parks, identifying community needs, and making recommendations for new projects and improvements.

The City received four (4) submissions. The RFQ selection committee met on January 24, 2025, to evaluate and rank the submissions (attached). Castle Bay Design Studio was ranked number one (1). The City Manager has approved the committee's recommendation which is now subject to City Commission consideration and approval. If approved, the recommended firm will be engaged and the Parks Master Plan will be completed within six (6) months of the contract date.

FISCAL IMPACT STATEMENT:

This item has been budgeted for the 2024/25 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

1. Approval of Castle Bay Design Studio as the Professional Parks Master Plan Services Consultant.
2. Approval to authorize the City Manager to enter into contract negotiations with Castle Bay Design Studios.

SUGGESTED MOTION:

1. Approve of Castle Bay Design Studio as the Professional Parks Master Plan Services Consultant and to authorize the City Manager to enter into contract negotiations with Castle Bay Design Studios.

ATTACHMENT: 1. Parks Master Plan RFQ

PARKS AND RECREATION MASTER PLAN SERVICE						
		1	4	3	2	
EVALUATION OF SUBMISSIONS	POINTS	Castle Bay Design Studio	LandDesign	GAI	half	
Understanding of the project and approach to the scope of work	30	30	25	27		28
Experience and qualifications of the firm and project team	30	30	30	30		30
Quality and relevance of past projects	25	25	25	25		25
Feedback from references	10	0	0	0		0

COMMENTS

95

85

80

82

83

Kurt
12425

PARKS AND RECREATION MASTER PLAN SERVICE					
EVALUATION OF SUBMISSIONS	POINTS	51 Arlington Castle Bay Design (52) Studio	Orlando 12 mo LandDesign	Orlando 15 mo GAI	Orlando 12 mo half
Understanding of the project and approach to the scope of work	30	29	29	29	29
Experience and qualifications of the firm and project team	30	28	28	28	28
Quality and relevance of past projects	25	22	20	20	20
Feedback from references	10				

COMMENTS

Stuart Criss
1-24-25

79
↓
1

77
↓
4

78
↓
3

76
↓
8

Feb
2/3

PARKS AND RECREATION MASTER PLAN SERVICE					12/1	4/4	1/3	3/2
EVALUATION OF SUBMISSIONS	POINTS	Castle Bay Design Studio	LandDesign	GAI	half			
Understanding of the project and approach to the scope of work	30	29	28	30	27			
Experience and qualifications of the firm and project team	30	28	28	30	20			
Quality and relevance of past projects	25	25	20	25	23			
Feedback from references	10	10	8	10	8			

COMMENTS

6mths

10mths

16mths

12mths.

Nancy Maddox
1-24-25



**REQUEST FOR QUALIFICATIONS
CITY OF DAYTONA BEACH SHORES, FLORIDA
PROFESSIONAL PARKS MASTER PLAN SERVICES**

NOTICE IS HEREBY GIVEN that the City of Daytona Beach Shores, Volusia County, Florida (City), is soliciting, pursuant to Section 287.055, *Florida Statutes*, known as the *Consultant Competitive Negotiation Act (CCNA)*, Statements of Qualifications from professional respondents, licensed in the State of Florida to provide structural engineering services with experience in providing design, bid and inspection services for emergency operation centers and general structural engineering services pursuant to a continuing services contract. Submissions will be received until 2:00 p.m. on Monday, January 6, 2025, at which time the receiving period will close. Any submission received after the time and date specified above will be returned unopened.

Specifications are on file and available for inspection in the office of the City Clerk, who can be contacted at (386) 763-5364. Copies thereof may be obtained upon application to said office.

Please submit One (1) clearly marked *unbound* original (3-hole punched preferred) and seven (7) copies of the proposal in a sealed envelope or box addressed to the City Clerk, City of Daytona Beach Shores, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, and plainly marked on the outside **“Professional Parks Master Plan Services.”** The City is not responsible for the U.S. Mail or private carriers or messengers regarding delivery to the City by the specified time. The City reserves the right to reject any or all submittals and to waive any or all non-substantial irregularities in items received whenever such rejection is in the best interest of the City, or to accept the proposal which best serves the interest of the City. In accordance with Florida Statutes 287.133(2)(a), any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

CITY OF DAYTONA BEACH SHORES, FL

By: /s/ Cheri Schwab, City Clerk

REQUEST FOR QUALIFICATIONS

FOR

THE CITY OF DAYTONA BEACH SHORES, FLORIDA

RFQ #

Opening Date: January 6, 2025

PART 1 GENERAL INFORMATION

1.1 DEFINITIONS:

For the purpose of the Request for Qualifications (RFQ), the respondent shall mean park planning firms or other qualified consulting firms submitting a response to this RFQ.

1.2 PURPOSE:

This RFQ provides guidelines for the submission of qualifications in response to the City's solicitation for respondents to provide a citywide parks master plan. The Parks Master Plan will provide a strategic framework for the future of parks and recreational facilities in Daytona Beach Shores. It will include an assessment of existing parks, identification of community needs, and recommendations for new projects and improvements. Services under the contract with the City may include any or all of the items listed under Part 2.1, Scope, of this RFQ, or services not specifically mentioned, but related to the specific structural engineering discipline and within the definition of "engineering" set forth at Section 471.005 (7), *Florida Statutes*.

1.3 ISSUING OFFICE AND LOCATION OF QUALIFICATIONS OPENING:

Issuing Office: City of Daytona Beach Shores
Opening Location: City Hall, City Clerk, 3rd Floor
2990 S. Atlantic Avenue
Daytona Beach Shores, FL

1.4 INVITATION TO PROPOSE:

The City is soliciting qualifications from responders to provide a comprehensive parks master plan.

1.5 CONTRACT AWARDS:

The City anticipates selecting one firm to complete this RFQ. Respondents will be chosen for these contracts subject to the respondents who submit the qualifications judged by the City to be most advantageous to the City which will evaluate, in accordance with the CCNA, capabilities, adequacy of personnel, past record, experience, whether the respondent is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the City to be applicable to its particular requirements.

The respondent understands that participation in this RFQ does not constitute a contract with the City. A contract is not in effect with the City or binding until the document is reviewed and accepted by the City Commission and executed by all parties.

The City reserves the right to reject all qualifications, to waive any informality, and to solicit and advertise for other qualifications.

A City contract of agreement will constitute the basis of the contract between the successful respondent(s) and the City. Additional terms and conditions may be added to the contract through negotiations with the successful respondent(s).

1.6 DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

1.7 INQUIRIES:

The City will not respond to oral inquiries. Respondents may submit written inquiries for interpretations of this RFQ to:

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

The City will respond to written inquiries received at least four (4) working days prior to the date scheduled for receiving the qualifications. The City will record responses to inquiries and any supplemental instructions in the form of written addenda. If issued, the City will mail or fax written addenda to all respondents who receive the RFQ, at least two (2) working days before the date fixed for receiving responses.

1.8 QUALIFICATIONS SUBMISSION AND WITHDRAWAL:

The City will receive qualifications at the following address:

OFFICE OF THE CITY CLERK
CITY OF DAYTONA BEACH SHORES
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118

To facilitate processing, please mark the outside of the envelope/box in the lower left-hand corner as follows: **“Parks Master Plan Services Proposals”** The envelope shall also include the respondent’s return address in the upper left-hand corner.

Respondents shall submit one (1) clearly marked **unbound** original (3-hole punched preferred) and five (5) **bound** copies of the proposal in a sealed envelope or box. Respondents may submit the qualifications by mail or in person.

THE CITY MUST RECEIVE ALL QUALIFICATIONS BY 2:00 p.m. on January 6, 2025.

Due to the irregularity of mail service, the City cautions respondents to assure actual submissions. Telephone confirmation of timely receipt of the proposal may be made by calling the City Clerk (386) 763-5364. Responses received after the deadline will not be opened and will be returned in their unopened state to the respondent.

Respondents may withdraw their submissions by notifying the City in writing at any time prior to the opening. Respondents may withdraw their submissions in person, or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, photo identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the RFQ package. Qualifications, once opened, become the property of the City and will not be returned to the respondent. Qualifications, once opened, become “public records” and are subject to the provisions of the Florida Public Records Law. As such, they are subject to public disclosure in accordance with Chapter 119, *Florida Statutes*.

1.9 ADDENDA:

If revisions become necessary, the City will provide written addenda to all respondents who received the RFQ.

1.10 EQUAL OPPORTUNITY:

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

1.11 INSURANCE:

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City.

1.12 LOBBYIST DISCLOSURE REQUIREMENT:

Any respondent who utilizes the services of a lobbyist is required, by virtue of responding to this request, to make full disclosure to the City concurrently with the submission. Such disclosure shall include the following:

- (a). The name of any lobbyist employed directly or indirectly by the respondent for the purpose of influencing or attempting to influence the selection of a respondent by the City.
- (b). The name, address and telephone and fax numbers of the lobbyist.
- (c). The length of such agreement, contract, or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring, whether or not the same is set out as compensation for the lobbyist or is for other services.

This disclosure shall be submitted with the response to this RFQ and will be filed with the City Clerk and such records shall be open to the public.

1.13 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime **may not** submit qualifications or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty six (36) months from the date being placed on the convicted vendor list.

1.14 PROHIBITED CONTRACTS

Pursuant to Sec. 287.05701, Fla. Stat., the City of Daytona Beach Shores shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor.

1.15 STANDARD FORM ADDENDUM

In addition to any contract documents that may apply to this RFQ, Respondent shall agree to the terms and conditions contained in a separate contract which shall be negotiated by the City and must ultimately be approved by the City Commission.

PART 2. STATEMENT OF WORK

I. Introduction

The City of Daytona Beach Shores is seeking proposals from qualified firms to develop a comprehensive Parks Master Plan. This plan will guide the development, enhancement, and management of parks and recreational facilities within the city. The goal is to create a vision that reflects the needs and desires of our community, enhances the quality of life for our residents, and ensures sustainable and effective use of public resources.

II. Project Overview

The Parks Master Plan will provide a strategic framework for the future of parks and recreational facilities in Daytona Beach Shores. It will include an assessment of existing parks, identification of community needs, and recommendations for new projects and improvements.

III. Scope of Work

1. Needs Assessment

- Conduct a thorough analysis of current parks, and recreational facilities.
- Engage with community members, stakeholders, and city officials to gather input on current needs and future desires.
- Determine whether the existing adopted Comprehensive Plan Recreation and Open Space Element Level of Service Standards are consistent with demographic data and projected trends.
- Review demographic data and trends to anticipate future needs.

2. Existing Conditions Analysis

- Evaluate the condition and capacity of existing parks and facilities.
- Assess the accessibility, safety, and environmental impact of current assets.
- Identify gaps in facilities, service and opportunities for improvement.
- Identify if the City is consistent with currently adopted principles of National Recreation and Parks Association (NRPA), and if not, summarize the changes that are needed to ensure consistency with NRPA standards, as well as other plans from county, state, and federal authorities.

3. Community Engagement

- Facilitate workshops, surveys, and public meetings to involve residents and stakeholders in the planning process.
- Ensure diverse community representation and address varying needs and preferences.

4. Vision and Goals

- Develop a clear vision for the future of parks and recreation in Daytona Beach Shores.

- Establish goals and objectives that align with the city's overall growth and sustainability plans.
- 5. Recommendations**
 - Propose new parks, facilities, and recreational programs as needed.
 - Recommend improvements to existing parks and facilities.
 - Include prioritization of projects and strategies for maintenance, funding, and phased implementation.
- 6. Implementation Plan**
 - Create a detailed action plan with timelines, budget estimates, and responsible parties for each recommended project.
 - Develop metrics for evaluating progress and success.
- 7. Final Report**
 - Present two on-site presentations to report and summarize findings to the City Commission and a morning public meeting.
 - Provide a comprehensive report including all findings, recommendations, implementation plan language to be included for the City Commission to adopt the master plan.
 - Provide a GIS database of our existing park system, its amenities and services.
 - Include visual aids such as maps and diagrams to illustrate key concepts.

IV. Proposal Requirements

Proposals should include the following:

- 1. Executive Summary**
 - Brief overview of the firm's qualifications and approach to the project.
- 2. Company Profile**
 - Description of the firm, including history, size, and relevant experience.
 - Resumes of key personnel, including the Point of Contact and/or Project Manager, who will be involved in the project and a minimum of three references.
- 3. Project Approach**
 - Detailed description of the methodology and approach to completing the scope of work.
 - Proposed timeline for each phase of the project.
- 4. Experience and References**
 - Examples of similar projects completed by the firm.
 - Contact information for references who can speak to the firm's performance.

5. Budget

- Detailed cost proposal including fees for services and any additional expenses.
 - Breakdown of costs by project phase and deliverable.
- 6. Additional Information**
- Any other information that may be relevant to the proposal.

PART 4. EVALUATION OF SUBMISSIONS:

EVALUATION METHOD AND CRITERIA:

4.1. General: The City shall be the sole judge of its own best interest, the submission and the resulting negotiated agreement. In all instances, the City's decision will be final.

The City invites qualified candidates to submit qualifications for consideration. Due to the broadness of the desired scope, it is understood that all respondents may not specialize in all areas. As part of the RFQ response, respondents are asked to submit statements of qualifications, experience, and references pertaining to other projects in which involved.

The City's evaluation criteria will be based on the following:

Weighted Criteria: The following criteria will be used to score and rank responsive Proposals.

- Understanding of the project and approach to the scope of work. 30 points
- Experience and qualifications of the firm and project team. 25 points
- Quality and relevance of past projects. 20 points
- Cost-effectiveness and value for money. 15 points
- Feedback from references. 10 points

The City will advertise and mail formal requests for qualifications to interested Consultants.

4.2 The City's Selection Committee will review, rank, and shortlist all qualifications received by the established deadline for submission. Oral presentations by the short-listed Consultants may be required to clarify their qualifications and experience. These presentations will explain implementation techniques integral to their qualifications and experience. If necessary, the City will schedule a time for each requested oral presentation at a place convenient to the City subsequent to the receipt of Qualifications.

4.3 The City's Selection Committee will prepare final rankings of each firm and prepare a recommendation for approval by the City Manager. Upon receipt of the City Manager's authorization, the City's Project Manager shall negotiate a contract with the selected firm. Should the Project Manager be unable to negotiate a satisfactory contract with the firm considered to be most qualified, the

City Manager, or designee, shall terminate such negotiations with that firm and begin negotiations with the next most qualified firm and so on until negotiations are successful.

4.4 The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission, executed by the Mayor and City Clerk, and approved by the City Attorney. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Gwyn Herstein, City Planner

SUBJECT: Conditional Use Permit CUP12024028: To Allow Outdoor Dining at Established Miniature Golf Course Mulligan's Lagoon

SYNOPSIS:

Applicant David Bailey, owner-representative for Mulligan's Lagoon Miniature Golf Course, submitted Conditional Use Permit CUP12024028 to allow outdoor dining at this established business, located at 2504 S. Atlantic Avenue. The applicant has requested to use tables, chairs, and a sitting counter area on the southeast corner of the property. This conditional use is allowable with City Commission approval according to the City's Land Development Code, Section 14-58.2.1.A.2.b.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Section A - General Background:

Mulligan's Lagoon Miniature Golf Course has been operating on this property since March 19, 2024. It features 18 holes of mini-golf and serves food and beverages including pizza, wings, flatbreads, deluxe snow cones with toppings, coffees, beer, and wine.

While some outdoor dining conditional uses may be administratively approved, applications requesting seating areas having more than 6 tables and 25 chairs and those proposed in specific locations such as immediately adjacent to residential locations, must obtain City Commission approval. This application, though not in a residentially sensitive location, proposes 6 tables plus counter-space and 38 chairs.

Five, specific criteria must be met for all conditional use permits, which can be found in the City's Land Development Code, Section 14-58.2.5.b. Up to eighteen additional criteria must be met for outdoor dining conditional uses, which are detailed in the City's Land Development Code, Section 14-58.2.1.A.4. These criteria and the status of each regarding this application are described in the attached Planning Analysis. Pictures of the outdoor dining furniture and an applicant-submitted diagram of the outdoor seating area have also been provided.

Section B - Staff Review:

This application was reviewed and approved by Community Services Director Stewart Cruz, Crime & Fire Prevention Lieutenant Norman Medders, Building Official Steve Edmunds, and City Planner Gwyn Herstein.

Section C - Public Notice:

Public Notice requirements for this application have been met (see attached exhibit).

LEGAL REVIEW:

RECOMMENDATION:

The Planning and Zoning Board recommended approval during the January 13, 2025, Planning and Zoning Board Meeting. Based on the information provided in the Planning Analysis, staff recommends approval of Outdoor Dining Conditional Use Permit CUP12024028, as presented.

SUGGESTED MOTION:

A City Commissioner may make one of the following motions:

1) "I move to approve Outdoor Dining Conditional Use Permit CUP12024028 as presented."

OR

2) "I move to approve Outdoor Dining Conditional Use Permit CUP12024028, with the following conditions..."

OR

3) "I move to deny Outdoor Dining Conditional Use Permit CUP12024028, on the basis of..."

ATTACHMENT:

1. Exhibit A Cover
2. Exhibit A - CUP12024028 Mulligan's Lagoon Outdoor Dining Application Package (2 pages)
3. Exhibit B Cover
4. Exhibit B - CUP12024028 Mulligan's Lagoon Outdoor Dining Seating Plan (1 page)
5. Exhibit C Cover
6. Exhibit C - CUP12024028 Mulligan's Lagoon Outdoor Dining (7 pages) Furniture Specs and Pics
7. Exhibit D Cover
8. Exhibit D - CUP12024028 Mulligan's Lagoon Outdoor Dining (20 pages) Noticing Requirements Met
9. Exhibit E Cover
10. Exhibit E - Planning Analysis - CUP12024028 Mulligan's Lagoon (8 pages)

Exhibit A

Mulligan's Lagoon

Outdoor Dining Certificate of Use Application
CUP12024028

(2 pages)



City of Daytona Beach Shores
COMMUNITY SERVICES DEPARTMENT
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone (386) 763-5377 Fax (386) 763-5370

APPLICATION FOR CONDITIONAL USE

Fees must be paid at the time the application is submitted.

Application No. _____

Date Received: 10-2-24
\$ 220.00, Check 1108

289394
RECEIVED
SEP 23 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

A. Application Type (Check one only)

- (1) Administrative Request: ☒ Outdoor Dining-25 seats or fewer, and/or, 6 tables or fewer or any application for a site located in the "T" (Hotel/Motel) District facing the Atlantic Ocean
Fee: \$110
☐ Live/Work Facility
☐ Tour Service Facility
- (2) Non-Administrative Request: ☒ Other Outdoor Dining-application for a site located in a commercial zoning district wherein the outdoor dining is to be located in a side or rear yard abutting a residential zoning district, or, application proposing outdoor dining in commercial zoning districts to be located on or over any building or structure
Fee: \$220 + costs
☐ Rental and Sales of Light Recreational Vehicles/Beach Equipment

B. Property Description

Property Address: 2504 South Atlantic Ave. Daytona Beach Shores 32118 Parcel No: 532-201-000-266
Existing Property Use: miniature golf course Property Size: 1.4
Property Owner's Name: L79-Surf, LLC
Property Owner's Address: 711 Dolphin Head Lane, Ormond Beach Fl. 32174
Owner's Telephone No: 386-405-0433 Owner's Email: _____

C. Applicant Information

Applicant's Name: David Bailey Address: 711 Dolphin Head Ln. Ormond Beach, Fl. 32174
Telephone No: 386-405-0433 Email: _____

Applicant is: ☐ Contract Purchaser ☒ Property Owner/Developer ☐ Tenant ☐ Agent for Owner

D. Project Description:

Business Name: Mulligans Lagoon Business Type: Miniature Golf

Description of Request: outdoor seating



SOLUTIONS

BY: BAILEY CONSULTING, INC.

PHONE: (386) 405-0433 FAX: (386) 313-5692

Sept. 12, 2024

RE: Mulligan's Lagoon- Outdoor seating

To City of Daytona Beach Shores,

This is to apply for a conditional use permit for outdoor seating at Mulligan's Lagoon Miniature Golf Course located at 2504 South Atlantic Ave. DBS. As approved by the DBS Building

Dept. we currently operate a 18 hole miniature golf course and have a small food and beverage operation. All parking, traffic, access, buffers as well as all food and beverage equipment has been approved in our original site plan submittal . A CO was issued based on the inspection and approval of these items.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Bailey'.

David M. Bailey
Owner

Exhibit B

Mulligan's Lagoon

Outdoor Dining Certificate of Use Application
CUP12024028

Outdoor Seating Plan
(1 page)

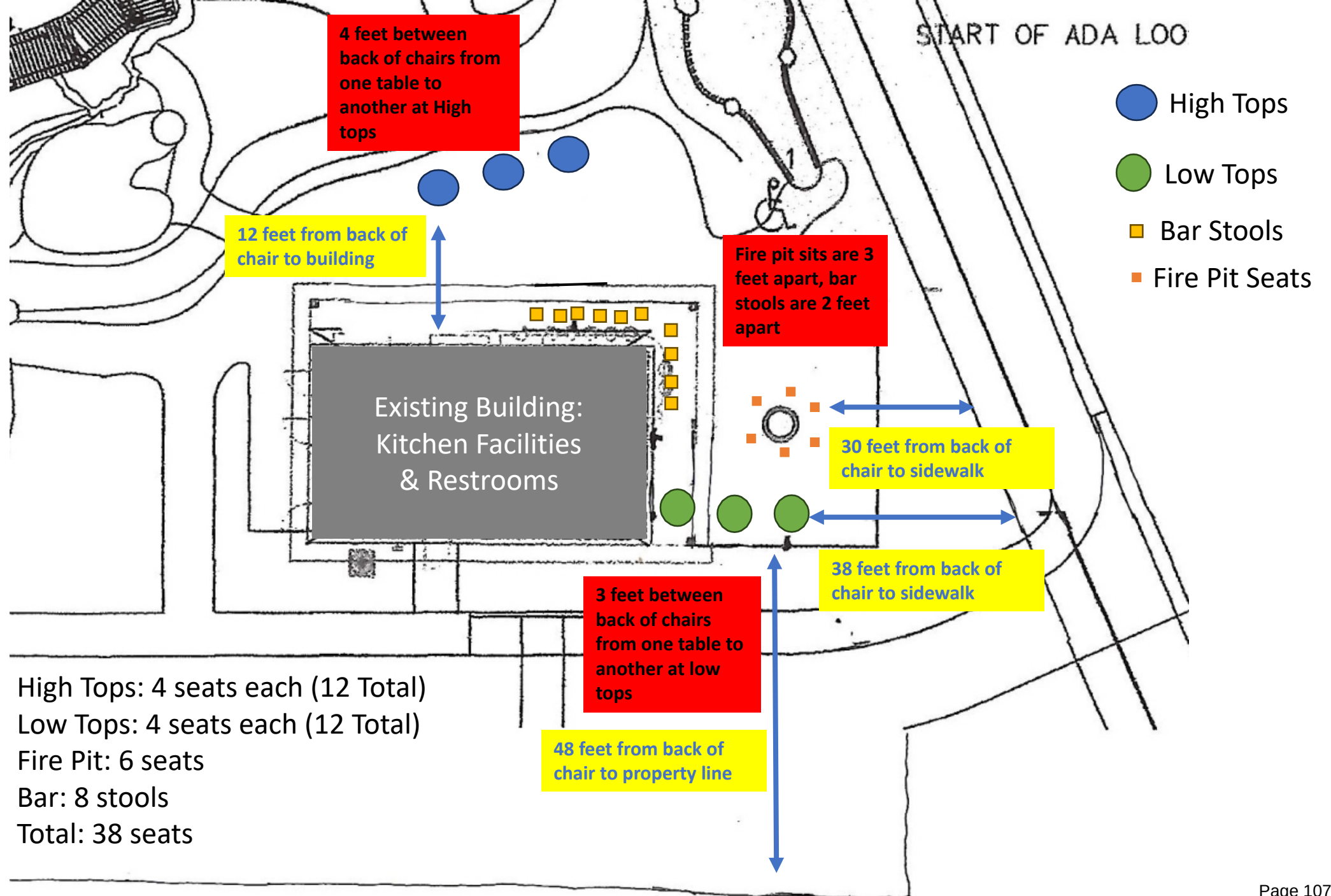


Exhibit C

Mulligan's Lagoon

Outdoor Dining Certificate of Use Application
CUP12024028

Outdoor Seating Plan
(7 pages)

From: Thomas Horne tom@billygoatpf.com
Subject: Fwd: Your POLYWOOD order confirmation
Date: August 8, 2024 at 10:28 AM
To: Chris Bethea gotogood22@gmail.com, David Bailey david@miniaturegolfsolutions.com



Sent from my iPad

Begin forwarded message:

From: POLYWOOD <noreply@polywood.com>
Date: December 8, 2023 at 3:52:17 PM EST
To: Thomas Horne <tom@billygoatpf.com>
Subject: Your POLYWOOD order confirmation

POLYWOOD

CATEGORIES

COLLECTIONS

SPACES

NEW & FEATURED

Hi Thomas Horne,

Thank you for your order from POLYWOOD.

Your order is estimated to ship out from our location on 12/20 - 12/27. Transit times from our location will vary depending on your delivery location.

Please note that the shipping date above is provided as an estimate and is not a guaranteed shipping date. Once your order has been shipped, we will send an email with tracking information.

You can check the status of your order here: <https://www.polywood.com/order-status/>.

We're always here to help. If you have questions about your order, visit our [Help Center](#).

Your Order #000892986

Placed on Dec 8, 2023, 3:49:39PM

SHIPPING INFO

Tom Horne
Mulligan's Lagoon
2504 S ATLANTIC AVE
DAYTONA BEACH, Florida, 32118-5503
United States
T: 18653663035

PAYMENT METHOD

Bolt-Amex

Credit Card Type AMEX
Credit Card Number xxxx-9006
CVV Response pass - match
AVS Response pass:pass - zip5_match_address_match

SHIPPING METHOD

Freight - Free Curbside Delivery

ITEMS

QTY

PRICE

CONTEMPO 30" SADDLE BAR STOOL SKU: 2012-FBLAR SEAT COLOR ARUBA POLYWOOD COLOR BLACK	2	\$358.00
CONTEMPO 30" SADDLE BAR STOOL SKU: 2012-FBLLE SEAT COLOR LEMON POLYWOOD COLOR BLACK	2	\$358.00
CONTEMPO 30" SADDLE BAR STOOL SKU: 2012-FBLTA SEAT COLOR TANGERINE POLYWOOD COLOR BLACK	2	\$358.00
CONTEMPO 30" SADDLE BAR STOOL SKU: 2012-FBLLI SEAT COLOR LIME POLYWOOD COLOR BLACK	2	\$358.00
48" ROUND FARMHOUSE DINING TABLE SKU: RT248WH POLYWOOD COLOR WHITE	3	\$1,707.00
48" ROUND FARMHOUSE BAR TABLE SKU: RBT248WH POLYWOOD COLOR WHITE	2	\$1,278.00
LA CASA CAFÉ BAR SIDE CHAIR SKU: TD102AR POLYWOOD COLOR ARUBA	4	\$1,156.00
LA CASA CAFÉ BAR SIDE CHAIR SKU: TD102TA POLYWOOD COLOR TANGERINE	3	\$867.00
LA CASA CAFÉ BAR SIDE CHAIR SKU: TD102LI POLYWOOD COLOR LIME	3	\$867.00
LA CASA CAFÉ DINING SIDE CHAIR SKU: TD100LI POLYWOOD COLOR LIME	3	\$747.00

LA CASA CAFÉ DINING SIDE CHAIR

3

\$747.00

SKU: TD100AR

POLYWOOD COLOR

ARUBA

LA CASA CAFÉ DINING SIDE CHAIR

3

\$747.00

SKU: TD100TA

POLYWOOD COLOR

TANGERINE

LA CASA CAFÉ DINING SIDE CHAIR

3

\$747.00

SKU: TD100LE

POLYWOOD COLOR

LEMON

Subtotal

\$10,295.00

Shipping & Handling

\$0.00

Tax

\$669.21

Grand Total**\$10,964.21**

Thank you,

POLYWOOD

You've received this email because you completed a purchase on <https://www.polywood.com/>.

This email was sent from a notification-only email address that cannot accept incoming messages. Please do not reply to this email. Instead, visit our [Help Center](#) for the fastest way to contact us, check your order status, and get help with your order.





COMMERCIAL TESTING COMPANY

1215 South Hamilton Street • Dalton, Georgia 30720
Telephone (706) 278-3935 • Facsimile (706) 278-3936

Report Number 19-03055

JFT C.L.L C Inc.
Calhoun Georgia

Test Number 5374-1524
March 7, 2019

Flammability Test

Test Procedure: The flammability was determined in accordance with Title 16 CFR Chapter II, Subchapter D, Part 1630, *Standard for the Surface Flammability of Carpets and Rugs (FF 1-70)*, commonly referred to as the pill test.

Terminology: For purposes of this test, an individual specimen meets the *Test Criteria* if the charred portion does not extend to within 1.0 inch of the edge of the hole in the flattening frame. The *Acceptance Criteria* is based on at least 7 of 8 specimens meeting the Test Criteria in order for the material to conform to this standard.

Material Tested:

Identification: Rough II

Construction: Cut Pile

Secondary Backing: LX

Color: Two Tone

Roll Number: 71171267

Test Result:

Un-Charred Surface Area (inches)								Test Result
1	2	3	4	5	6	7	8	
0	>3	>3	>3	>3	>3	>3	>3	PASS

Requirement: For machine-made carpets, at least one test is performed after commencement of production, one test after production of the first 25,000 linear yards, and one test after production of the first 50,000 linear yards. If all 24 specimens of the three required tests meet the test criteria (i.e., Pass 8 of 8), then it is necessary to test after each additional 100,000 linear yards are produced.

Commercial Testing Company

(Authorized Signature)

This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. The test results presented in this report apply only to the samples tested and are not necessarily indicative of apparent identical or similar materials. Sample selection and identification were provided by the client. A sampling plan, if described in the referenced standard, was not necessarily followed. This report, or the name of Commercial Testing Company, shall not be used under any circumstance in advertising to the general public.

TESTED TO BE SURE® Since 1974

Page 1 of 1







Exhibit D

Mulligan's Lagoon

Outdoor Dining Certificate of Use Application
CUP12024028

Noticing Requirements Met
(20 pages)

RECEIVED
DEC 06 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SH

[illegible]

Notice of Public Hearing

The owners of the property located at 2504 S. Atlantic Avenue, in Daytona Beach Shores, FL (Volusia County Parcel ID No. 5322-01-00-0266) has submitted an application to the City of Daytona Beach Shores for Conditional Use for Outdoor Dining which would allow for outdoor seating for 38 customers.

The City will hold public hearings to consider the application submitted by Lost Treasure Management, by Matthew Haggadone and by Mini Golf Solutions, by Dave Bailey, on behalf of LTG-DBS LLC, Owner of the subject property.

The Planning and Zoning Board will hold a Public Hearing on January 13, 2025 at 8:30a.m. Thereafter, the Daytona Beach Shores City Commission will hold a Public Hearing on February 4, 2025 at 6:00pm. All meetings will be held in the City Commission Chambers in Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. If it will be necessary to reschedule any public meeting to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

All interested parties may appear at the public hearing and will be given an opportunity to be heard. All interested parties are invited to appear at the public hearings and submit oral or written objections or comments. The application is available for public review or copying at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 S. Atlantic Avenue Daytona Beach Shores, Florida. In accordance with the American Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than five days prior to the hearing. For more information, please contact City Planner at 386-763-5376.

RECEIVED
DEC 10 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

9589 0710 5270 2556 4768 62

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Orlando, FL 32807

Certified Mail Fee \$1.35
 \$0.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.75

Total Postage and Fees \$2.10

Sent To

Stockford Rocky

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Lake Mary, FL 32746

Certified Mail Fee \$1.35
 \$0.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.75

Total Postage and Fees \$2.10

Sent To

2505 South Atlantic LLC

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2556 4768 79

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Daytona Beach, FL 32115

Certified Mail Fee \$1.35
 \$0.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.75

Total Postage and Fees \$2.10

Sent To

Daytona Ocean Retail LLC

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2556 4768 24

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Daytona Beach, FL 32115

Certified Mail Fee \$1.35
 \$0.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.75

Total Postage and Fees \$2.10

Sent To

Iritium Investments LLC

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

RECEIVED
 DEC 06 2024
 BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES

Tracking Number:

Remove X

9589071052702556476862

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 1:39 pm on December 9, 2024 in ORLANDO, FL 32807.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

ORLANDO, FL 32807
December 9, 2024, 1:39 pm

See All Tracking History

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Tracking Number:

Remove X

9589071052702556476831

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:19 pm on December 9, 2024 in LAKE MARY, FL 32746.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

LAKE MARY, FL 32746
December 9, 2024, 2:19 pm

See All Tracking History

Feedback

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9589071052702556476879

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:14 pm on December 9, 2024 in DAYTONA BEACH, FL 32118.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual
DAYTONA BEACH, FL 32118
December 9, 2024, 2:14 pm

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Track Another Package

Feedback

Tracking Number:

Remove X

9589071052702556476824

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 4:04 pm on December 9, 2024 in DAYTONA BEACH, FL 32118.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

DAYTONA BEACH, FL 32118
December 9, 2024, 4:04 pm

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Feedback

9589 0710 5270 2556 4769 09

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

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

Daytona Beach, FL 32113

Certified Mail Fee \$1.55

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

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.75

Total Postage and Fees \$5.30

Sent To City of Daytona Beach Shores

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2556 4768 86

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

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

Jupiter, FL 33400

Certified Mail Fee \$1.55

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

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.75

Total Postage and Fees \$5.30

Sent To Hoyes Todd

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2556 4768 93

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

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

Daytona Beach, FL 32113

Certified Mail Fee \$1.55

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

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.75

Total Postage and Fees \$5.30

Sent To Bella Vista Condo Inc

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2556 4768 55

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

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

Daytona Beach, FL 32113

Certified Mail Fee \$1.55

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

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.75

Total Postage and Fees \$5.30

Sent To Pruger Lawrence III

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

RECEIVED
DEC 06 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Tracking Number:

Remove X

9589071052702556476909

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:53 am on December 10, 2024 in DAYTONA BEACH, FL 32118.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

DAYTONA BEACH, FL 32118
December 10, 2024, 10:53 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package



Tracking Number:

Remove X

9589071052702556476886

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:10 pm on December 10, 2024 in JUPITER, FL 33458.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

JUPITER, FL 33458

December 10, 2024, 2:10 pm

See All Tracking History

Feedback

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Tracking Number:

Remove X

9589071052702556476893

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 3:48 pm on December 9, 2024 in DAYTONA BEACH, FL 32118.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual
DAYTONA BEACH, FL 32118
December 9, 2024, 3:48 pm

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9589071052702556476855

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 12:01 pm on December 9, 2024 in DAYTONA BEACH, FL 32118.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual
DAYTONA BEACH, FL 32118
December 9, 2024, 12:01 pm

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

9589 0710 5270 2556 4768 48

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Daytona Beach, FL 32115

Certified Mail Fee	\$4.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.75
Total Postage and Fees	\$5.30

Sent To Goodwin Morris W
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2556 4768 17

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Ormond Beach, FL 32176

Certified Mail Fee	\$4.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.75
Total Postage and Fees	\$5.30

Sent To SS 2500 LLC
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

RECEIVED
DEC 06 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Tracking Number:

Remove X

9589071052702556476848

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 12:39 pm on December 9, 2024 in DAYTONA BEACH, FL 32118.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual
DAYTONA BEACH, FL 32118
December 9, 2024, 12:39 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates

USPS Tracking Plus[®]

Product Information

See Less ^

Track Another Package

Feedback

Tracking Number:

Remove X

9589071052702556476817

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was picked up at the post office at 2:07 pm on December 12, 2024 in ORMOND BEACH, FL 32176.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, Individual Picked Up at Post Office

ORMOND BEACH, FL 32176
December 12, 2024, 2:07 pm

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package



Fwd: Thank you for placing your order with us.

From Matthew Haggadone <losttreasuremgmt@gmail.com>

Date Fri 1/3/2025 11:02 AM

To Herstein, Gwyn <GHerstein@cityofdb.org>

----- Forwarded message -----

From: **Daytona Beach Legals** <SSLegals@news-jrn.com>

Date: Fri, Dec 13, 2024 at 8:23 AM

Subject: Thank you for placing your order with us.

To: <losttreasuremgmt@gmail.com>

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Daytona Beach News-Journal's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number: **LDTB0208207**
Classification: **Public Notices**
Package: **General Package**
Additional Options: **2 Affidavits \$4.00**
Base amount: **\$257.12**
Service fee: **\$10.26**
Cash/Check/ACH 
Discount: **-\$0.00**
Total payment: **\$267.38**

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type: **visa**

Account Details

Matthew Haggadone
1335 44th Ave N Suite 202
Myrtle Beach, SC  29577
810-614-0267
losttreasuremgmt@gmail.com
Lost Treasure Management
Credit Card - visa *****8661

Schedule for ad number LDTB02082070

Mon Dec 30, 2024

**Daytona Beach News-
Journal** All Zones

Hearing Notice Notice of Public Hearing

The owners of the property located at 2504 S. Atlantic Avenue, in Daytona Beach Shores, FL (Volusia County Parcel ID No. 5322-01-00-0266) has submitted an application to the City of Daytona Beach Shores for Conditional Use for Outdoor Dining which would allow for outdoor seating for 38 customers.

The City will hold public hearings to consider the application submitted by Lost Treasure Management, by Matthew Haggadone and by Mini Golf Solutions, by Dave Bailey, on behalf of LTG-DBS LLC, Owner of the subject property.

The Planning and Zoning Board will hold a Public Hearing on January 13, 2025 at 8:30a.m. Thereafter, the Daytona Beach Shores City Commission will hold a Public Hearing on February 4, 2025 at 6:00pm. All meetings will be held in the City Commission Chambers in Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. If it will be necessary to reschedule any public meeting to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

All interested parties may appear at the public hearing and will be given an opportunity to be heard. All interested parties are invited to appear at the public hearings and submit oral or written objections or comments. The application is available for public review or copying at the City of Daytona Beach Shores,

Community Services Department,
Planning Division, 2990 S. Atlantic
Avenue Daytona Beach Shores,
Florida. In accordance with the
American Disabilities Act (ADA),
persons needing special accom-
modations to participate in the
proceedings should contact the City
Clerk's Office no later than five days
prior to the hearing. For more infor-
mation, please contact City Planner
at 386-763-5376.

December 30 2024

LDTB0208207

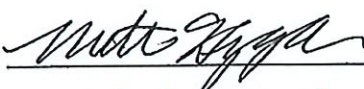
**AFFIDAVIT OF COMPLIANCE WITH THE CONDITIONAL USE PUBLIC NOTICE
REQUIREMENTS OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

I, the undersigned, hereby certify that I have mailed or caused to be mailed by First Class, Certified Mail, to the named property owners listed below whose property is abutting the property which is the subject of an application and public hearing pursuant to the City of Daytona Beach Shores Code of Ordinances, a notice containing the time, date and purpose of the public hearing and address of the subject property. The notices were sent at least thirty (30) days prior to the meeting date. A copy of the notice and signed certified mail return cards are attached. The subject property was also posted with a placard on 12/31/24. A legal advertisement of the type and size required by the Daytona Beach Shores Code of Ordinances was placed in the Daytona News-Journal on 12/30/24. A proof of publication affidavit is attached.

The names and addresses of the following property owners were obtained from the Volusia County Property Appraiser's Office and mailed to said property owners on 12/6/24.

Name	Address
<u>Initium Investments LLC</u>	<u>2435 S Atlantic Ave Daytona Beach Shores, FL 32118</u>
<u>SS 2500 LLC</u>	<u>PO Box 4221 Ormond Beach, FL 32175</u>
<u>Goodwin Morris W</u>	<u>150 Dundee Rd Daytona Beach Shores, FL 32118</u>
<u>2505 South Atlantic LLC</u>	<u>4000 Rinehart Rd Suite 1060 Lake Mary, FL 32746</u>
<u>Daytona Ocean Retail LLC</u>	<u>2601 S Atlantic Ave Daytona Beach Shores, FL 32118</u>

Hearing Date: Monday January 13th 2025
Printed Name: Mulligan's Lagoon Pizza Pub, Puff Matthew Haggadone
Address: 2404 S Atlantic Ave Daytona Beach Shores, FL 32118

Signature: 

STATE OF ~~FLORIDA~~ SOUTH CAROLINA
COUNTY OF ~~VOLUSIA~~ HORRY

The foregoing instrument was acknowledged before me this 3rd day of January, 25 by Matthew Haggadone, who is personally known to me or who has produced S.C. DL as identification.

Martha J. Blumling
Signature

Printed or Type Name
Commission #
My Commission Expires

Martha J. Blumling
9-23-2030



NOTICE OF PUBLIC HEARINGS

THE CITY OF DAYTONA BEACH SHORES WILL HOLD THE
FOLLOWING PUBLIC HEARINGS AT THE DAYTONA
BEACH SHORES COMMUNITY CENTER LOCATED AT
3000 BELLEMEAD DRIVE:

Planning & Zoning Board: Mon, January 13th AT 8:30 A.M.

City Commission (Adoption): Tues, February 4th AT 6:00 P.M.

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE
FOLLOWING APPLICATIONS:

Conditional Use Permit - Outdoor Dining - 38 Seats

FOR MORE INFORMATION, PLEASE CONTACT THE CITY OF DAYTONA
BEACH SHORES PLANNING DEPARTMENT AT (386) 763-5376

Anyone who wishes to appeal any decision by the Planning and Zoning Board or City Council with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. If it will be necessary to reschedule this public meeting to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven days prior to the hearing.

01/03/2025

Exhibit E

Mulligan's Lagoon

Outdoor Dining Certificate of Use Application
CUP12024028

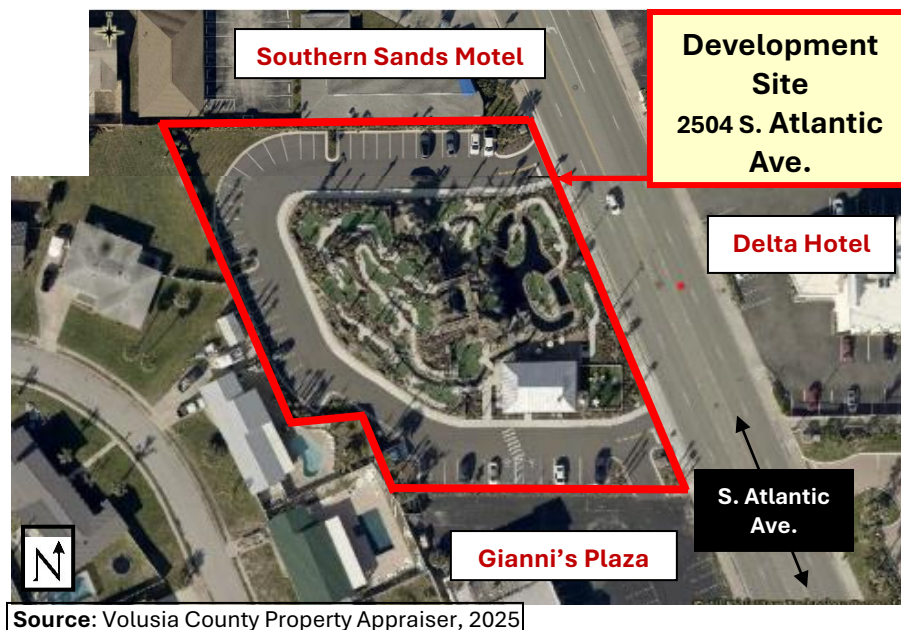
Staff Planning Analysis
(8 pages)

	PLANNING ANALYSIS
SUBJECT:	Conditional Use Permit CUP12024028: To allow outdoor dining at established miniature golf course Mulligan's Lagoon
LOCATION:	2504 S. Atlantic Avenue in Daytona Beach Shores
VOLUSIA CO. PARCEL ID:	5322 0100 0266
PROPERTY OWNER:	LTG-DBS, LLC
APPLICANT:	David Bailey of DJ-MAK Holdings, LLC, a manager of LTG-DBS, LLC
STAFF CONTACT:	Gwyn Herstein, City Planner, PH: 386-763-5376

I. INTRODUCTION

On September 23, 2024, David Bailey, owner-representative for LTG-DBS, LLC, submitted Conditional Use Application CUP12024028 to allow outdoor dining at Mulligan's Lagoon Miniature Golf Course located at 2504 S. Atlantic Avenue. The applicant has requested to utilize tables, chairs, and a sitting-counter area on the southeast corner of the property. According to the City's *Land Development Code*, Section 14-58.2.1.A.2.b., this conditional use is allowable with City Commission approval.

Element E-1: Aerial View of 2504 S. Atlantic Avenue in Daytona Beach Shores



II. BACKGROUND

The business operating on this property, Mulligan’s Lagoon Miniature Golf Course, has been open since March 19, 2024. In addition to offering 18 holes of mini golf, this business serves pizza, wings, flatbreads, and snacks along with snowball desserts with toppings, and beverages including coffees, beer, and wine.

Sections 14-58.2.5.b. and 14-58.2.1.A.4. of the City's *Land Development Code* list criteria to qualify a business for an Outdoor Dining Conditional Use Permit. These criteria are detailed in this analysis.

III. COMPREHENSIVE PLAN (2030), ZONING, AND LAND USE

The Conditional Use sought would be consistent with the City’s Comprehensive Plan (2030), specifically, **Policy 1-1.1.3**.

This property is designated "Tourist Oriented Commercial" on the City's Future Land Use Map (FLUM) and is zoned GC-RD (General Commercial - Redevelopment District). The existing use of the property is consistent with the FLUM designation and zoning district.

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	Miniature Golf Course
Northeast	GC-RD	Motel
Northwest	GC-1	Property Management and Real Estate Offices
Southeast	GC-RD	Commercial Plaza with Restaurants & Laundromat
Southwest	Daytona Beach Properties	Single-Family Residences
East	T/RMF-1	Hotels & Condominium Building
West	Daytona Beach Properties	Single-Family Residences

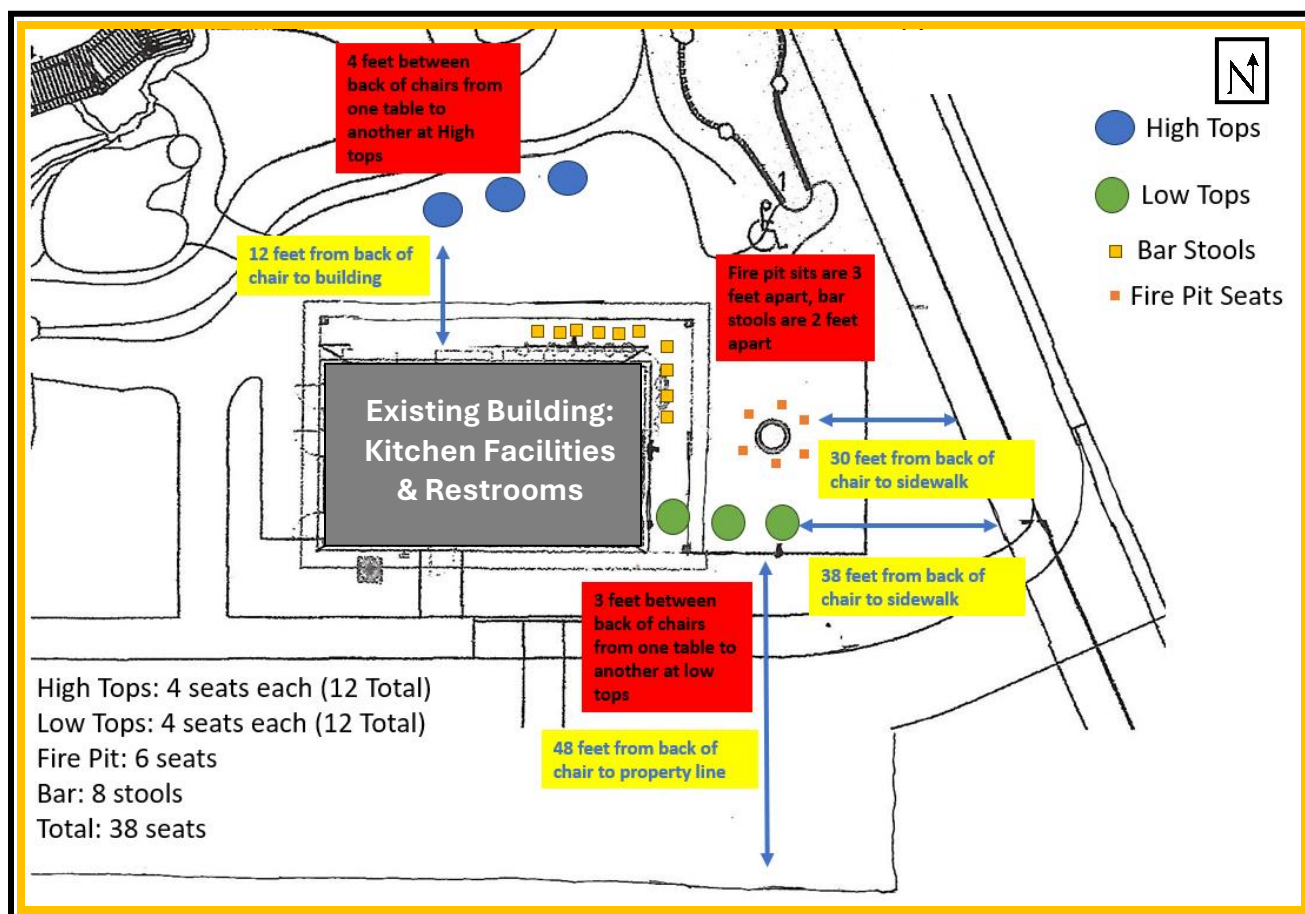
Notes: GC-RD: General Commercial Redevelopment District; GC-1: Tourist-Oriented Commercial District; T / RMF-1: Hotel/Motel District / Multifamily Residential District (High Density).

This land parcel is required to have a minimum front yard setback of 20 feet, and a minimum side yard setback of 10 feet according to the City's *Land Development Code*, Section 14-31.1.8. This conditional use permit, if approved, would not place any outdoor dining elements within these setbacks.

IV. OUTDOOR DINING CONDITIONAL USE PERMIT REQUEST

As demonstrated in **Element E-2** below, the requested conditional use permit, if approved, will allow outdoor dining in the southeast corner of the property in the form of thirty-eight chairs and six tables. Twelve of these chairs will be placed at three high-top tables, twelve chairs will be at three low tables, eight chairs will be placed at a bar-like counter, and six chairs will be positioned around the existing fire pit.

Element E-2: Outdoor Dining Conditional Use Permit Request



Source: Volusia County Property Appraiser, 2024

The above diagram is an expanded view of the orange-boxed area of 2504 S. Atlantic Avenue shown at left

V. EVALUATION CRITERIA

Section 14-58.2. of the City's *Land Development Code* outlines the criteria to be considered when evaluating outdoor dining conditional use permit applications. Required criteria are indicated in italics, with responses directly below each one. For additional information, see conditional use application (**Exhibit A** in Agenda Item Packet):

14-58.2.5.b. Review Criteria. *When reviewing an application for a conditional use, the city shall consider the following requirements and criteria:*

- (1) *Traffic generation and access for the proposed use shall not adversely impact adjoining properties, businesses or general public safety;*

Traffic generation and access is not expected to increase beyond that which was anticipated and accommodated through the initial site plan approval process, as the kitchen facility was approved at that time.

- (2) *Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties beyond those generally experienced in the zoning district from permitted uses;*

Criterion met during 2022 site plan approval process.

- (3) *Required yards, screening or buffering, and landscaping shall be consistent with the zoning district in general and the specific needs of the abutting land uses resulting from the impacts of the proposed development;*

Criterion met during 2022 site plan approval process.

- (4) *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the zoning district and minimize impacts to abutting development; and*

Criterion met during 2022 site plan approval process.

- (5) *The size, location, or number of conditional uses in an area of the proposal shall be considered in order to limit the proliferation of conditional uses and in order to maintain the overall character of the zoning district as intended by the uses permitted by this Code.*

This proposed conditional use area of just under 500 square feet makes up less than 1% of the overall property, which is about 58,478 square feet.

While administrative approval is currently being sought for an outdoor dining conditional use permit to accommodate four tables and eight chairs at the northernmost unit (Shawarma and More) of the plaza immediately south of this property (Gianni's Plaza), two rows of parking spaces and two driveways (which total at least 100 feet in distance) separate the conditional use areas. No other outdoor dining conditional use permits are currently approved in the GC-RD district.

Based on City staff's interpretation of the facts and evidence provided, **Table 2** (below) is presented to assist City Commissioners in their decision-making process for the above-listed criteria, which are applicable to all conditional use permits:

Table 2: Outdoor Dining Conditional Use Criteria Summary, per *LDC*, Section 14-58.2.5.b.(1)-(5)*

Criteria within Sec. 14-58.2.5.b.	(1)	(2)	(3)	(4)	(5)	Totals
Criteria Met	X	X	X	X	X	5
Criteria Not Met						0
Criteria N/A						0

* **NOTE:** Pursuant to prior and current legal counsel, a successful conditional use permit application can only be achieved if all evaluation criteria are met.

14-58.2.1.A.4. Review Criteria. *When reviewing an application for an outdoor dining conditional use, the city shall also consider the following requirements and criteria.*

- a. *In commercial districts, outdoor dining may only be permitted where a restaurant or retail establishment serving prepared food generates over fifty (50) percent of its gross sales from the sale of food as determined by the City Manager. Establishments may be required by the City Manager to provide quarterly reports to the City Manager certifying the aforementioned. A registered state certified public accountant shall provide the required certification in accordance with sound and generally accepted accounting practices and principles.*

The subject business operates an existing restaurant on the property, near the proposed conditional use area. This criterion was acknowledged by Applicant and Owner-Representative David Bailey.

- b. *All facilities proposing outdoor dining shall have been awarded a current and valid business tax receipt and certificate of use permit.*

Existing business possesses a valid Business Tax Receipt and Certificate of Use. Criterion met.

- c. *Permanent improvements associated with outdoor dining may be permitted in required front and side yards (setbacks), providing any permanent improvement, except for ground treatment and safety features, shall be located no less than three (3) feet from the property line. For the purposes of this section, a permanent improvement shall mean any structure, furniture, accessory or ground treatment that is anchored and/or permanently affixed on or to the ground.*

Criterion met.

- d. *Outdoor dining shall not be located in required parking or driveway elements.*

Criterion met.

- e. *Outdoor dining shall not impede or obstruct the flow of pedestrian traffic. In no case shall an unobstructed walkway or sidewalk be less than five (5) feet in width.*

Criterion met.

- f. *Umbrellas shall maintain seven (7) feet of vertical clearance from ground level.*

Criterion met.

- g. *Temporary stanchions with chains or ropes may be approved for the outdoor dining facility, the extent and nature of which shall be set out in the conditional use permit.*

Non-Applicable.

- h. *No fencing, railings, plantings or other barriers may be installed or erected to delineate the outdoor seating area in the public right-of-way.*

Criterion met.

- i. *Outdoor dining areas shall not occupy an area more than fifty (50) percent of the total area of the primary restaurant or food preparation establishment, unless otherwise approved by the City Commission.*

Food preparation areas occupy 1,213 square feet. Outdoor seating, as currently positioned, occupies less than 500 square feet. Criterion met.

- j. *Outdoor dining facilities shall not create a parking deficiency inconsistent with the required off-street parking requirements of this Code. Additional parking demand created by outdoor dining shall be provided consistent with section 14-48.6(15) of this Code, providing that an outdoor dining area which is less than one hundred (100) square feet in any district is exempt from providing additional parking.*

Though the business required 7 parking spaces, this property was developed with 46, creating an excess of 39 parking spaces. As 10 parking spaces are required to accommodate this conditional use according to LDC, Section 14-48.6(15)., no parking deficiency will be created. Criterion met.

- k. *With the exception of menu boards that are conditionally approved by the city, no additional signage, including but not limited to umbrellas and furniture with signage, are allowed in the outdoor dining area.*

Though the six umbrellas in the outdoor dining area previously carried advertisements, this signage has been removed. Criterion met.

- l. *With the exception of outdoor dining in the hotel/motel districts, food preparation and kitchen service equipment shall be located inside.*

Food preparation and kitchen service equipment are roofed and, where not fully walled, roll-down metal shutters are provided and utilized nightly. Criterion met.

- m. *All outdoor dining elements including, but not limited to, furniture and accessories, elements shall be of quality design, materials and workmanship, as determined by the City Manager, to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. All elements shall be of significant and adequate weight to prevent easy toppling in significant winds as determined by the City Manager. All elements shall be of commercial grade.*

All outdoor dining elements are crafted of heavy and durable materials, are designed for outdoor use, and may be used commercially. Criterion met.

- n. *All outdoor dining elements including, but not limited to, furniture and accessories, shall be of uniform design and style.*

All outdoor dining elements are crafted from a material called Polywood, are of a uniform style, and utilize a complementary color scheme. Criterion met.

- o. *Outdoor dining areas shall not intrude upon designated components of egress such as exit discharge, exit discharge being defined as that portion of a means of egress between the termination of an exit and a public way.*

Egress pathways of between three and ten feet are maintained in all areas. Criterion met.

- p. *Outdoor dining furniture and accessories shall be located a minimum of five (5) feet from driveways and other vehicular use areas. Use separation devices may be required to ensure a safe outdoor dining experience.*

All outdoor dining furniture and accessories are located more than five feet from driveways and vehicular use areas. Criterion met.

- q. *Lighting shall complement the existing building and outdoor dining design and shall not cause a glare to passing pedestrians or vehicles or residential districts. Seasonal lighting and decoration shall be approved by the Building Official. Lighting must be preapproved by the Volusia County sea turtle lighting staff.*

Criterion met during 2022 site plan approval process.

- r. *All outdoor dining areas shall include adequate and proportional landscaping to enhance the patron experience. Existing landscaping may be used to satisfy this requirement as determined by the City Manager.*

Criterion met during 2023 development of the property. This outdoor dining area may be viewed from the public right-of-way, as it is raised slightly above the provided landscaping.

Based on City staff's interpretation of the facts and evidence provided, **Table 3** (below) is presented to assist City Commissioners in their decision-making process for the above-listed criteria, which are applicable specifically to outdoor dining conditional use permits:

Table 3: Outdoor Dining Conditional Use Criteria Summary, per LDC, Section 14-58.2.1.A.4.a. – r.

Criteria within Sec. 14-58.2.1.A.4.	a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	Totals
Criteria Met	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	17
Criteria Not Met																			0
Criteria N/A							X												1

*** NOTE:** Pursuant to prior and current legal counsel, a successful conditional use permit application can only be achieved if all evaluation criteria are met.

VI. STAFF RECOMMENDATION

At the January 13, 2025, Planning and Zoning Board Meeting, the Planning and Zoning Board recommended that the City Commission approve Outdoor Dining Conditional Use Permit CUP12024028.

Based on the analysis herein, staff recommends approval of Outdoor Dining Conditional Use Permit CUP12024028 as presented.



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Ordinance 2025-01: Evaluation and Appraisal Report Comprehensive Plan Amendments

SYNOPSIS:

Pursuant to Section 163.3191(1), Florida Statutes, at least once every seven (7) years, local governments are required to evaluate and appraise their land use comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan and notify the state land planning agency as to its determination.

On March 12, 2024, the City of Daytona Beach Shores notified the state land planning agency, the Florida Department of Commerce (FDC), that the City intends to transmit the appropriate amendments in accordance with Sec. 163.3191(2), Florida Statutes.

City staff has completed review of the Daytona Beach Shores Comprehensive Plan Update (2030) relative to changes in state law since the 2017 adoption of the most recent Evaluation and Appraisal Report comprehensive plan amendments. Ordinance 2025-01, if adopted, amends the Comprehensive Plan Update (2030) by making the following changes (**Exhibit A**).

1. Extend the comprehensive plan planning horizon to the year 2045.
2. Chapter 1-Future Land Use Element: (a) Minor Housecleaning text amendments, including, but not limited to, references to the new planning horizon. (b) Policy 1-1.4.2: Including off-beach parking lots as a permitted use in the Public/Quasi-Public Land Use Category.
3. Chapter 5-Coastal Management Element: (a) Minor Housecleaning text amendments. (b) Policy 5-1.1.1: Amend policy to remove outdated community redevelopment area off beach parking reference and replace with commitment to maintain existing city off-beach parking spaces. (c) Policy 5-1.3.1: Amend policy to promote the development of a beach management plan that accounts for long-term community resiliency and the protection of uplands. (d) Policy 5-1.7.4: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange. (e) Policy 5-1.11.1: Update to include increase in boat slips subject to additional boat slip entitlements via the voluntary annexation process per Sec. 171.044, Florida Statutes.
4. Chapter 9-Capital Improvements Element: (a) Update the Daytona Beach Shores 5-Year Capital Improvement Plan per Sec. 163.3177(3)(b), Florida Statutes. (b) Update the Volusia County School District Five-Year Work Program per the Volusia County School District

Interlocal Agreement. (c) Policy 9-1.3.1: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange.

5. Chapter 11-Public School Facilities Element: (a) Minor Housecleaning text amendments.

In accordance with Section 163.3191(2), Florida Statutes, the City is transmitting the plan amendments to the FDC and other state review agencies for a State Coordinated Review per Sec. 163.3184(4), Florida Statutes. Per Volusia Growth Management Commission (VGMC) Rules, the amendments will also be transmitted for VGMC review. The deadline for transmittal is March 12, 2024 (**Exhibit B**).

FISCAL IMPACT STATEMENT:

BACKGROUND:

PLANNING ANALYSIS: Attached is the staff planning analysis (**Exhibit C**).

PUBLIC NOTIFICATION: Due public notice has been issued as required and seen in **Exhibit D**.

LEGAL REVIEW:

RECOMMENDATION:

PLANNING & ZONING BOARD: On January 6, 2025, the Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of Ordinance 2025-01 as presented.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 2025-01 as presented.

SUGGESTED MOTION:

A City Commission Member may motion as follows:

1. "I move to recommend approval of Ordinance 2025-01 as presented."

OR

2. "I move to recommend approval of Ordinance 2025-01, with the following amendments..."

- ATTACHMENT:**
1. Ord. 2025-01-EAR-CPA Update
 2. Exhibit A-Proposed EAR Comprehensive Plan Amendments-CC
 3. Exhibit B-Florida Department of Commerce Acknowledgement Letter
 4. Exhibit C-Planning Analysis
 5. Exhibit C-Planning Analysis Exhibit III.A-Statutory Analysis
 6. Exhibit C-Planning Analysis Exhibit III.B-Draft DIA-FLUM
 7. Exhibit D-NJ Notice Confirmation

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO COMPREHENSIVE PLANNING; ENACTING AMENDMENT(S) TO THE CITY'S *COMPREHENSIVE PLAN UPDATE 2030* TO, AMONG OTHER THINGS, ENSURE CONSISTENCY WITH THE COMMUNITY PLANNING ACT AS SET FORTH IN THE FLORIDA STATUTES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS SUCH AS TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE AND OTHER AGENCIES OF GOVERNMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS/RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR INSTRUCTIONS RELATIVE TO CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores is committed to planning and managing the future growth and development of the City; and

WHEREAS, pursuant to Section 163.3191, *Florida Statutes*, the City timely prepared an evaluation and appraisal notification letter and transmitted said letter to the Department of Commerce; and

WHEREAS, the City of Daytona Beach Shores determined an amendment to its *Comprehensive Plan Update 2030* (hereinafter the "*Comprehensive Plan*") is necessary to reflect changes in state requirements; and

WHEREAS, pursuant to Section 163.3191(2), *Florida Statutes*, the City of Daytona Beach Shores is required to transmit within one (1) year such amendment or amendments for review pursuant to Section 163.3184, *Florida Statutes*; and

WHEREAS, the City of Daytona Beach Shores Planning and Zoning Board has held a public hearing on January 13, 2025 to receive public input and comment on the proposed amendments to the *Comprehensive Plan*; and

WHEREAS, the City Commission has held a transmittal public hearing on February 4, 2025, to receive public input and comment on the proposed amendments to the *Comprehensive Plan*; and

WHEREAS, the City Commission has held an adoption public hearing on _____, 2025, to receive public input and comment on the proposed amendments to the *Comprehensive Plan*; and

WHEREAS, pursuant to Chapter 163, Part II, *Florida Statutes*, the City Commission accepted the proposed *Comprehensive Plan* amendments and authorize their transmittal to the Florida Department of Commerce and other agencies as required by controlling State law; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of controlling Florida law in processing this amendment to the *Comprehensive Plan* including, but not limited to Section 163.3184(4), *Florida Statutes*; and

WHEREAS, the City Commission of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendments to the *Comprehensive Plan*; and

WHEREAS, the Exhibit to this Ordinance is incorporated herein as if fully set forth herein verbatim; 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, this Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan*.

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

SECTION 1. ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS. The package of amendment(s) to the *Comprehensive Plan*, attached hereto as Exhibit “A,” are hereby enacted.

SECTION 2. IMPLEMENTING ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes*, and Volusia Growth Management Rules. The City Manager and the City Attorney are hereby authorized to take any and all necessary actions to defend the transmittal, potential enactment and implementation of this Ordinance and assert the legal compliance status of this Ordinance.

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity or effect of any other action or part of this Ordinance.

SECTION 4. CONFLICTS/RATIFICATION OF PRIOR ACTIONS.

(a). All ordinances or parts of ordinances in conflict herewith are hereby repealed.

(b). The City of Daytona Beach Shores hereby ratifies and affirms that action taken by the City Commission and the City as a whole to date relative to the comprehensive planning programs action activities of the City. The applicability and effect of the City of Daytona Beach Shores Comprehensive Plan are hereby ratified and shall remain in full force and effect consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER. This Ordinance shall be codified in the City of Daytona Beach Shores Comprehensive Plan as deemed appropriate by the Code codifier.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency (the Florida Department of Commerce) notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

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 _____, 2025.

Adopted on second reading this _____ day of _____, 2025.

EXHIBIT “A”

ORDINANCE 2025-01: EXHIBIT A

EVALUATION AND APPRAISAL REPORT COMPREHENSIVE PLAN AMENDMENTS

**NOTE: ONLY ITEMS THAT ARE UNDERLINED OR ~~STRIKETHROUGH~~ ARE BEING
CHANGED**

Underline represents additions to the text.

~~Strikethrough~~ represents deletions to the text.



COMPREHENSIVE PLAN (UPDATE) 2045

CHAPTER 1: FUTURE LAND USE ELEMENT

GOAL 1-1: Effectively manage future development by designating appropriate areas for new growth that does not compromise environmental integrity, is responsive to market needs and is consistent with sound land planning practices.

Objective 1-1.1: Future growth will be managed through the preparation, adoption and implementation of land development regulations that are compatible with this Element and coordinated with the availability of public facilities and services. The City shall discourage urban sprawl through the designation of appropriate densities (see Policy 2 under this Objective) that will retain the compact development already in place and other land use strategies and regulatory provisions. All future development in the City shall maintain at least a 50-foot setback from the Coastal Construction Control Line (CCCL). With this requirement, as well as adherence to controlling provisions of Federal and State law, such as the regulations of the Florida Department of Environmental Protection, new development shall be protected from any storm surge that occurs as a result of tropical storms. This objective shall be measured through the implementation of the following policies.

Policy 1-1.1.1 The City shall enact and enforce land development regulations that, at a minimum:

- a. Regulate the quality of new development through appropriate site plan review and other land use criteria;
- b. Provide for recreational lands and facilities to meet the Level of Service standards contained in the Recreation and Open Space Element of this Comprehensive Plan;
- c. Provide for adequate off-street parking and loading facilities;
- d. Provide that all new development with regard to on-site drainage and stormwater management facilities meet the minimum standards set forth in the Stormwater Management Sub-Element of this Comprehensive Plan;
- e. Regulate signage;
- f. Provide that building permits shall not be issued that result in the reduction of service levels below the standards set forth in this Comprehensive Plan;
- g. Require that all new development maintain a minimum setback of 50 feet from the Coastal Construction Control Line (CCCL), and require, through inclusion in the City's land development regulations, that all new development take into account the potential for storm surges from the ocean;
- h. Require that, prior to the issuance of a development order or building permit, written assurances shall be obtained from any municipal or County agency providing infrastructure or services, that available capacity exists to support the proposed development at the adopted Level of Service standard for the relevant facility or service to be provided.
- i. Regulate erosion control and beach and dune stabilization; and
- j. Require the preservation of any significant on-site historical, cultural or archaeological features meeting the National Register Eligibility Criteria.

Standard/Measure: Enact and enforce land development regulations.

Time Frame: Continuous

Policy 1-1.1.2: Enact and enforce land development regulations consistent with the following density standards:

1. Residential

- a. Low Intensity: up to 4 units per gross acre
- b. Low Density: up to 12.0 units per gross acre
- c. Low Density-Riverside: between 12.1 and 15 units per gross acre. Properties shall be developed as a planned unit development (PUD) and meet the following criteria: (i) land shall abut the Halifax River, (ii) land shall have a minimum parcel size of three (3) acres, (iii) land must be served by public infrastructure including but not limited to potable water and wastewater lines, and (iv) land shall have direct access to a major thoroughfare as determined by the City.
- d. Medium Density: between 12.1 and 35.0 units per gross acre
- e. High Density: between 35.1 and 60 units per gross acre (site specific density to be controlled by land development regulations)

2. High Intensity Uses – Hotel, motel and timeshare developments shall have densities up to a maximum of 70 units per gross acre. Condominium, multi-family residential, and apartment developments shall have a maximum density of 60 units per gross acre (site specific density to be controlled by City’s land development regulations).

3. Commercial Facilities - Commercial intensities shall not exceed 35% lot coverage, a building height of 45 feet or a floor area ratio of 1.4.

4. Public Facilities – Public facilities shall be regulated by off-street parking requirements (approximately three off-street parking spaces shall be required for every 1,000 square feet of public facility use).

5. Recreational Facilities – Recreational facilities shall be provided in accordance with the Level of Service standards established within this Comprehensive Plan.

6. Building Height – Except for large lots, as defined in the City’s land development regulations, in PUDs (planned unit development), T (hotel/motel), and RMF-1 (multifamily residential-high density) districts, new buildings shall be limited to a height of 12 stories.

7. View Corridors – View corridors shall be preserved by limiting the north to south width of new buildings and the application of other appropriate land use planning practices and principles.

Standard/Measure: Ensure that adequate land development regulations are in effect to reasonably ensure public views while allowing reasonable development upon properties.

Time Frame: Continuous

Policy 1-1.1.3: Maintain and enforce land development regulations consistent with the location and extent of land uses as discussed within the Element and indicated on the Future Land Use Map. To this end, the map that accompanies the new Land Development Regulations shall reflect the Future Land Use Plan Map 2045 2020, in terms of ensuring that zoning districts shall be consistent with the map. All new development and redevelopment activities shall be required to be consistent with the zoning district classifications.

Standard/Measure: Maintain and enforce land development code.

Time Frame: Continuous

Policy 1-1.1.4: The land development regulations shall maintain and enforce performance standards that address buffering and open space requirements, especially between condominium and hotel/motel developments.

Standard/Measure: Maintain and enforce land development code.
Time Frame: Continuous

Policy 1-1.1.5: (a) The City shall maintain at least the Level of Service standards prescribed in Policy 2-1.1.1 at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard “D” during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

Standard/Measure: Monitoring of annual traffic counts from the Florida Department of Transportation for S.R. A1A, including the Dunlawton Boulevard.
Time Frame: Continuous

Policy 1-1.1.6: Coordinate Hazard Mitigation Reports with Development and Redevelopment. Should Daytona Beach Shores be included in a Presidential Disaster Declaration, the City shall use the interagency hazard mitigation report as the basis for prohibiting redevelopment of uses which are inconsistent with the report recommendations. Additionally, the City shall use the interagency hazard mitigation report to prevent new uses which are inconsistent with the report recommendations from locating in the area included in the Presidential Disaster Declaration. Finally, should an interagency hazard mitigation report be issued for Daytona Beach Shores, the City shall consider adopting a program for eliminating existing uses which are inconsistent with the report recommendations.

Policy 1-1.1.7: Condo-Hotels and Timeshares. The City of Daytona Beach Shores shall have adopted land development regulations governing condo-hotels and timeshares. These regulations shall include minimum standards for both new construction and the conversion of existing units to either condo-hotels or timeshares.

Policy 1-1.1.8: ~~By December 31, 2012 the~~ The City of Daytona Beach Shores shall maintain the following ~~establish~~ criteria allowing and regulating assisted living facilities within the City, including but not limited to the following:

1. Assisted living facilities shall only be permitted in the medium and low density residential future land use classifications.
2. Facilities shall not be permitted on parcels with an area less than one (1) acre.

Objective 1-1.2: Future redevelopment activities shall take the form of replacing the outmoded and inefficient existing hotels and motels that were built in the 1950s and early 1960s. These uses are found primarily on the east side of S.R. A1A, north of Florida Shores Boulevard to the City limits at the north end, and south of Van Avenue to the south City limits ending at the Wilbur-by-the-Sea area. These redevelopment activities shall be consistent with the goals, objectives, and policies set forth in this Element.

Additionally, no land development shall be permitted that is detrimental to the natural resources of the City. In this context, no land development order shall be issued that denigrates existing topographic or soil conditions. Additionally, prior to the issuances of any development order, written assurances shall be obtained from the appropriate municipal agency providing infrastructure that available capacity exists to properly support the proposed development activity at the adopted Level of Service standard for the relevant facility or service to be provided.

Policy 1-1.2-1: The Land Development Regulations will maintain and enforce provisions for mixed land use development that allows for office, residential, hotel, and commercial designations. The City shall encourage mixed use development along the westside of A1A with Daytona Beach Shores.

Standard/Measure: Maintain and enforce mixed use regulations in the LDC.
Time Frame: Continuous

Policy 1-1.2.2: The City's existing policy of requiring written assurance from any entity providing sewage treatment, potable water, or solid waste disposal shall be maintained throughout the planning period.

Standard/Measure: Maintain and enforce this policy in the Land Development Code.
Time Frame: Continuous

Policy 1-1.2.3: The City shall continue to enforce regulations that require that any new development protects and enhances all natural resources.

Standard/Measure: Maintain and enforce this policy into the Land Development Code.
Time Frame: Continuous

Policy 1-1.2.4: ~~By December 31, 2010 the~~ The City of Daytona Beach Shores shall ~~establish~~ maintain guidelines for the drafting of land development regulations that will encourage land uses that contribute to the economic vitality of ~~the~~ redevelopment areas within the City, including but not limited to the following:

1. Adverse land uses such as body art, spirituals, mediums and palm readers, shall be prohibited.
2. Mixed uses shall be permitted in the town center.
3. Incentives shall be provided for the development of LEED certified facilities.

Objective 1-1.3. The economic base of the City shall be broadened by allowing within the tourist oriented commercial and retail/service commercial future land use categories mixed use developments that allow for office uses, as well as residential, hotel and commercial facilities.

Policy 1-1.3.1: The above-mentioned land shall be designated in the new land development code.

Standard/Measure: Maintain and enforce this policy in the Land Development Code.
Time Frame: Continuous

Policy 1-1.3.2: The City administration, working in coordination and cooperation with the Chamber of Commerce, or any other entity shall initiate a promotional campaign to effectively market this land to private developers.

Standard/Measure: Development of marketing program.
Time Frame: Continuous

Objective 1-1.4. Land uses that are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged. This shall take the form of not allowing any objectionable uses (industrial, warehousing, etc.) in the new Land Development Code that will be adopted subsequent to this Comprehensive Plan.

Policy 1-1.4.1: The City shall maintain and enforce land development regulations, including minimum requirements for parking, landscaping, open space, buffering, and lot coverage, to ensure consistency between land uses.

Standard/Measure: Maintain and enforce this policy in the Land Development Code.
Time Frame: Continuous

Policy 1-1.4.2: Location of Public/Quasi-Public Land Uses. The City of Daytona Beach Shores shall allow public/quasi-public land uses within all land use categories shown on the Future Land Use Map and regulated by the Land Development Code. Public and quasi-public land uses include, but are not limited to: governmental administration buildings; off-beach parking lots, public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; and religious institutions.

Policy 1-1.4.3: High Intensity Uses. The City of Daytona Beach Shores Future Land Use Map shall indicate a land use category of “High Intensity.” This land use category shall allow hotels/motels; condos; multi-family residential units; apartments; and timeshares. The maximum density for hotels/motels and timeshares shall be 70 units per gross acre, while condos, multi-family residential units, and apartments shall have a maximum density of 60 units per gross acre. The density of each specific development site shall be controlled by Land Development Code.

Policy 1-1.4.4: Future Land Use Map Designations for Public Schools. The City of Daytona Beach Shores shall allow elementary, middle and other similar low-intensity schools to be located within the Public and Quasi-Public, Low Density Residential, Medium Density Residential, High Density Residential, Retail/Service Commercial, and High Intensity Uses Land Use categories shown on the Future Land Use Map (FLUM). High schools and similar high-intensity schools shall be allowed in Public and Quasi-Public, Medium Density Residential, High Density Residential, Retail/Service Commercial, and High Intensity Uses Land Use categories shown on the FLUM. Due to the fact that the City of Daytona Beach Shores is located entirely within the Coastal High Hazard Area, it is unlikely that any new public schools would be located within the City.

Policy 1-1.4.5: Coordination with Volusia County School Board. The City will meet with the Volusia County School Board and staff to establish Policies and Standards for locating new schools.

Policy 1-1.4.6: School Siting Criteria. The following criteria shall be used in locating public schools within Daytona Beach Shores:

I. General Guidelines.

- A. Proposed school sites shall be located away from industrial uses, limited access roadways, railroads, and similar land uses to avoid noise, odors, dust, and traffic impacts and hazards.
- B. Disrupting influences caused by school yard noise and traffic indicate that schools be sensitive to adult communities, nursing homes and similar land uses through site design.
- C. Schools shall be designed to minimize the impacts to adjacent neighborhoods through control of site aspects including traffic access, landscaping, buffers, and site design and layout provided by the Volusia County School District.

II. Site Acceptability

- A. School size and land area requirements for elementary, middle, and high schools shall meet the minimum standards established by the Volusia County School Board.
- B. Schools should be centrally located within their intended attendance zones, to the maximum extent possible, and be consistent with walking and bus travel time standards of the school district. High schools shall be exempted from this provision due the large land area requirement.
- C. The site should be of sufficient size to ensure that buildings and ancillary facilities, and future expansions can be located away from floodplains, flood prone areas, wetlands and other environmentally sensitive areas, coastal high hazard areas and will not interfere with historic or archaeological resources.
- D. Public utilities (e.g., water, sewer, stormwater) must be available to the site.
- E. Access to the site should be from a collector road (local roads for elementary schools) and avoid the need for slow down zones, if possible.
- F. Ingress and egress should not create detrimental impacts on roads adjacent to the site.
- G. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- H. A mass transit or bus stop should be located near the site.

III. School Specific Site Location Recommendations

- A. **Elementary Schools.** Elementary schools serve a neighborhood or group of neighborhoods where students have a short distance to walk. Land uses should be predominately residential and include housing types and densities sufficient to meet the school's enrollment capacity with students that are predominately within walking distance of the school.
- B. **Middle Schools.** Middle schools have a community orientation and the mix of land uses can include more commercial uses than would be allowed in a neighborhood. Enrollment comes from two or more elementary schools.
- C. **High Schools.** High schools should be buffered from residential areas. Enrollment for high schools comes from two or more middle schools. The campus should be large enough to

encourage students to remain onsite and to ensure sufficient parking or parking controls to avoid disruptive offsite parking.

Policy 1-1.4.7: Collocation of Facilities. The City of Daytona Beach Shores shall seek to co-locate public facilities, such as parks, libraries, and community centers, with schools to greatest extent possible. In collocating facilities, the City shall use the following guidelines:

- **Elementary Schools.** Playgrounds can be collocated with elementary schools. In areas with densities high enough to support them, a neighborhood park with facilities for the elderly, a neighborhood recreation center, and a library sub-branch can be included.
- **Middle Schools.** A community park and athletic fields are appropriate to locate with middle schools. A community center, if the school will not be used for this purpose, and a library sub-branch or branch can be included depending on the school's location and the population served.
- **High School.** Community parks with a community center, if the school will not be used for this purpose, and athletic field can be collocated with high schools. A main or branch library is also appropriate. If justified by the population to be served, a district park could be collocated with the school.

Policy 1-1.4.8 Town Center (TC) Future Land Use Designation: The Town Center future land use category is intended to be a convenient and flexible special character district that authorizes horizontal and vertical mixed-use development within an existing redevelopment area where the comprehensive redevelopment of large tracts of land is envisioned.

Individual development within the TC shall follow consistent standards and coordinate with each other in order to create a cohesive area with a strong sense of place and identity. Development on land designated TC is intended to feature high quality architecture and well designed urban form that promotes pedestrian activity spread throughout the day which reduces transportation impacts and balances a mix of land uses.

Criteria for TC Designation

- 1) Lands designated TC must be in the South Atlantic Corridor Redevelopment Area.
- 2) The initial area designated TC must be no less than 25 acres in size to allow sufficient land for a functional mix of uses. Once established smaller tracts of lands contiguous to the Town Center may be added so long as the Town Center remains compact and functional.
- 3) Lands designated TC must be served by public infrastructure including but not limited to potable water and wastewater lines.
- 4) The land area designated TC shall be served by South Atlantic Avenue and at least one existing or proposed collector roadway.

Mix of Uses

The Town Center shall incorporate a mixture of the following land uses up to the maximum units or gross square footages identified below:

Residential (up to 1250 units with no single site exceeding 70 units per acre)

Hotel (up to 500 rooms with no single site exceeding 70 units per acre)

Commercial (up to 250,000 square feet)
Office (up to 130,000 square feet)
Public/Quasi-Public (52,000 sq feet)

The land uses within the Town Center shall be mixed horizontally and/or vertically. The overall composition of the Town Center shall comply with the following ranges based on the gross aggregate area of the Town Center:

40% to 60% Residential
20% to 30% Commercial
10% to 40% All Other Uses

Character Guidelines

Development within the Town Center future land use designation shall meet the following guidelines intended to ensure that the character of the Town Center is high quality, urban, pedestrian-oriented and functional.

- The core of the Town Center will be oriented towards the intersection of existing or proposed collector roadways, not South Atlantic Avenue.
- The core street(s) shall be lined with buildings in order to create a consistent street wall.
- The core street(s) and South Atlantic Avenue shall feature sheltered transit stops.
- Street-level uses will be reserved for nonresidential development with active street fronts.
- The core streets of the Town Center shall feature wide sidewalks to encourage the development of a lively streetscape and accommodate sidewalk cafes and other similar activities.
- Onsite parking shall be placed either underground, in above ground parking structures wrapped by habitable structures or surface lots on the interior of properties screened by buildings.
- High quality architecture designed to help form a lively urban space and identify the Town Center as a distinctive place shall be required.

Objective 1-1.5: The City shall promote the compatibility of between low and higher density development. This Objective shall be achieved through the implementation of the following Policies.

Policy 1-1.5.1: Projects should be designed with special consideration given to compatibility with the surrounding uses and any adjacent developments. Compatibility is defined as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

Policy 1-1.5.2: The City shall require planned unit developments for parcels three (3) acres or more undergoing future land use changes yielding a greater density.

Policy 1-1.5.3: The City shall require planned unit developments provide compatible architecture and adequate setbacks when adjacent to lower density development.

Policy 1-1.5.4: The City shall adopt a future land use – zoning compatibility matrix. The matrix shall be consistent with the comprehensive plan.

Policy 1-1.5.5: The City shall require compatibility between commercial areas and adjacent lower intensity uses through the use of landscape and open space buffering.

Objective 1-1.6: The City shall promote the compatibility of land use with that of adjoining jurisdictions. This Objective shall be achieved through the implementation of the following Policies.

Policy 1-1.6.1: The City shall consider adjoining existing land use and plans when reviewing development proposals adjacent to the City limits.

Policy 1-1.6.2: The City shall continue to participate in available intergovernmental coordination committees such as the Metropolitan Planning Organization (MPO), Volusia Council of Governments (VCOG), the Volusia Growth Management Commission (VGMC) and associated technical committees.

Policy 1-1.6.3: The City shall work with adjacent jurisdictions and intergovernmental coordination committees to develop and utilize a system of intergovernmental negotiation for siting locally unpopular public and private land uses. Such a system should consider the area of population served, the impact on land development patterns or important natural resources, and the cost-effectiveness of service delivery.

Policy 1-1.6.4: The City shall consider compatible architecture and setbacks when a new development is proposed adjacent to a lower density development in an adjoining jurisdiction.

Objective 1-1.7 The City shall promote the redevelopment of properties located along South Atlantic Avenue and included in the redevelopment plan for the former Treasure Island Resort, known as Volusia County Property Appraiser Parcel ID Nos. 531618000010, 531618000090 531618000110, 531618000270, 531618000250, 531618000240, 531618000230, and 531621000090, and 531621000080 by adopting a redevelopment based overlay that will provide additional flexibility in the redevelopment of the Treasure Island properties within the City.

Policy 1-1.7.1. The Redevelopment Overlay shall allow for a convenient and flexible special character district that authorizes horizontal and vertical mixed-use development within an area of existing development where the comprehensive redevelopment of a blighted parcel of land is envisioned.

Policy 1-1.7.2. Development on land designated by the Redevelopment Overlay is intended to feature high quality architecture and well-designed urban form that promotes pedestrian activity, reduces transportation impacts, and creates a balance of land uses.

Policy 1-1.7.3. Within the Redevelopment Overlay, density associated with a parcel of land may be transferred from the existing parcel to another parcel of land within the Redevelopment Overlay, subject to the requirements set forth herein. In order to transfer density associated with a parcel, (i) the owner of the “sending” parcel and the owner of the “receiving” parcel must enter into a written agreement evidencing such transfer, which shall act to restrict density within the sending parcel to the extent of the transfer. (ii) The Agreement shall be approved by resolution of the City Commission Council of the City of Daytona Beach Shores and (iii) recorded in the Public Records of Volusia County and (iv) will constitute a restriction on future development of the sending parcel.

Policy 1-1.7.4. Properties located within the Redevelopment Overlay shall be permitted a density bonus of 25% for redevelopment projects that are enrolled in the City’s Alternative Tax Relief program, provided that the total combined density (including residential and hotel density) associated with a redevelopment project does not exceed five hundred (500) units within the Development.

Goal 1-2: To ensure that development patterns are energy efficient and reduce green house gas emissions by reducing the need to travel by private car, supporting public transit and promoting the development of renewable energy resources and use of holistic design principles.

Objective1-2.1: To promote compact, mixed-use, and energy efficient development to encourage pedestrian, bicycle and transit use, leading to a more energy efficient community and a reduction in greenhouse gas emissions.

Policy 1-2.1.1: The City shall encourage an urban design pattern in redevelopment areas, where appropriate, that will minimize travel requirements among living, working, shopping and recreation areas.

Policy 1-2.1.2: The City shall develop land use policies that will encourage energy efficiency and the use of renewable energy sources.

Policy 1-2.1.3: The City shall encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

Policy 1-2.1.4: The City shall encourage urban design strategies that maximize the use of renewable, sustainable, active and passive sources of energy design in architecture.

Policy 1-2.1.5: The City shall identify and remove obstacles to energy conservation and renewable energy systems in the City's Land Development Code.

Goal 1-3: To protect private property rights by allowing certain limited changes to nonconforming uses that are fair and reasonable.

Objective 1-3.1: The City shall allow limited expansion of single-family residential uses and structures, even when non-conforming, with regard to properties which are designated a High Intensity Future Land Use Classification.

Policy 1-3.1.1: ~~By December 31, 2020 the~~ The City shall ~~amend~~ maintain the Land Development Code ~~regulation~~ to allowing the expansion of single-family residential structures pursuant to Objective 1-3.1 to expand within and up to the existing building footprint of the existing structure but in no case shall expansion extend beyond the existing building height of the highest part of the roof structure.

CHAPTER 5: COASTAL MANAGEMENT ELEMENT

Introduction. The value of coastal lands and their vulnerability to damage from natural and man instigated events are causes of concern to local, regional and State officials and other parties. Therefore, the enhancement of the coastline's beauty, the protection of the natural environment, and the utilization of those resources are all issues that particularly require intergovernmental coordination.

This Element is intended to agree with the general direction of the coastal plans of adjacent jurisdictions, since Daytona Beach Shores recognizes the similarities in resources and interests with Daytona Beach, Ormond Beach, Ponce Inlet, New Smyrna Beach and the coastal areas of unincorporated Volusia County. The goals, objectives and policies set forth in this plan are consistent with the issues addressed in the East Central Florida Regional Policy Plan and State plans.

This document specifically includes programs for the protection of the coastal resources from adverse development impacts; the preservation of the beaches as public lands through the maintenance of public access points; and the protection of human and material resources in the case of a natural disaster.

GOAL 5-1: To protect the City's coastal resources from natural harm and adverse development while enhancing its aesthetic appearance and economic value and to assure the protection of human and material resources from natural disasters through the preparation of evacuation and post disaster management plans. Additionally, no public expenditures of funds shall be made in areas subject to destruction by natural disasters.

Objective 5-1.1: The City of Daytona Beach Shores shall continue to coordinate with Volusia County (who actually has regulatory control of the beach) to implement a Beach Management Plan in order to protect the beach and dunes from pedestrian and vehicular traffic.

Policy 5-1.1.1: The City shall protect the beach and dunes from vehicular traffic and enhance public access to the beach by maintaining the existing city off-beach parking spaces providing 500 off-beach parking spaces by the year 2015.

Policy 5-1.1.2: The City shall incorporate, where necessary, dune walkovers within the plans for all new beachfront parks that are proposed to be developed during the planning period. These beachfront parks and dune walkovers shall be appropriately identified as public beach access points.

Policy 5-1.1.3: Continue to enforce the Coastal Construction Control Line throughout the planning period.

Policy 5-1.1.4: Continue the City's participation in Volusia County's Coastal Zone Coordination Committee.

Policy 5-1.1.5: The City shall initiate be open to discussions with Volusia County to develop an interlocal agreement to implement the Beach Management Plan and assess its impacts on Daytona Beach Shores to ensure City involvement in issues related to the beach.

Objective 5-1.2: The City of Daytona Beach Shores shall continue to enhance the aesthetic and economic value of the beach through the landscaping of beach approaches and regulation of adjacent land uses.

Policy 5-1.2.1: Beautify beach entrances through the placement of planters and/or other landscaping.

Policy 5-1.2.2: The City shall require, in coordination with the County, all new development, where the excavation of any site is necessary to accommodate any structure, that the sand removed from the excavation shall, when necessary, be used for the said restoration and redevelopment of a dune system. This requirement shall be maintained in the Land Development Regulations.

Policy 5-1.2.3: The City appreciates that its economic base is built on tourism, and that maintaining a high level of tourist interest depends, to a great extent, on the quality of the beach. Therefore, the City shall not allow any use to be built on the east side of SR A1A and South Atlantic Avenue that is not compatible with the recreation/aesthetic function of the beach. This includes, but is not limited to, industrial, warehousing, distribution, “heavy” commercial (i.e., gasoline service stations, automotive repair facilities, etc.) This shall be controlled through the Land Development Regulations that were completed in 1990, and shall be in force throughout the planning period.

Objective 5-1.3: ~~By December 31, 2003, the City of Daytona Beach Shores shall have developed a method for maintaining or restoring, where necessary, the natural condition of the coastal environment.~~ Promote the vitality and resiliency of the coastal environment.

Policy 5-1.3.1: Promote the development of a beach management plan that accounts for long-term community resiliency and the protection of uplands. ~~Continue to encourage by, among other things, encouraging the County, and State, and Federal government to plan for and allocate resources for beach renourishment programs, including vegetation restoration for sand dunes.~~

Policy 5-1.3.2: Promote Propagation of Fish and Wildlife. The City shall incorporate criteria in the land development regulations which require consideration of the impact of development on submerged lands and other habitats for fish and wildlife. The criteria shall be implemented to ensure maintenance of essentially natural conditions in order to further the propagation of fish and wildlife as well as public recreation opportunities.

Objective 5-1.4: Ensure the provision of safe and adequate public access to the beach. These existing public access areas will be improved to provide safe and adequate access to the beach.

Policy 5-1.4.1: The public access requirements of the Coastal Zone Protection Act of 1985 shall be enforced.

Policy 5-1.4.2: Encourage developers, through incentives, to provide space for public pedestrian accessways.

Policy 5-1.4.3: Acquire rights-of-way for pedestrian beach access and public parking facilities.

Policy 5-1.4.4: Coordinate private/public joint ventures to provide parking lots west of A1A that would be linked to the beachside through pedestrian access points.

Policy 5-1.4.5: Examine all financial resources available, including the use of tax increment financing, to provide municipal parking lots west of A1A (where land values are more appropriate for this use), that would be linked to the beach side through pedestrian crossovers.

Objective 5-1.5: Protect human life from the hazards of a natural disaster in the coastal zone.

Policy 5-1.5.1: (a) Ensure the continued adequacy of evacuation routes by comparing current capacity to demand periodically. The level of service standard shall not be allowed to be lower than LOS “D” during the time of a hurricane in any category storm. This should ensure the efficient removal of all residents and visitors from the City back to the mainland in the event of a major storm. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard “D” during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objective contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study. These standards shall be maintained throughout the planning period and shall be demonstrated by utilizing acceptable scientific modeling.

Policy 5-1.5.2: Distribute information on hurricane evacuation procedures, shelter availability, etc. to the public.

Policy 5-1.5.3: Increase information distribution regarding hazard mitigation during the months of June through October.

Policy 5-1.5.4: Develop a redevelopment plan that would set guidelines for future relocation, replacement, and replacement of damaged structures in case of a natural disaster. This post-disaster redevelopment plan shall be completed as determined by the City Commission Council, but no later than December 31, 2030 2015. Any post-disaster redevelopment plan must distinguish between immediate repair and clean-up actions vs. long-term repair and redevelopment activities. This redevelopment plan must also address limiting redevelopment in areas of repeated damage and incorporate the recommendations of inter-agency hazard mitigation reports.

Policy 5-1.5.5: The City shall require that all infrastructure is available to serve development or redevelopment in its coastal area at the densities proposed in the Future Land Use Element, consistent with coastal resource protection and safe evacuation, by assuring funding for infrastructure that will be phased to coincide with the demands generated by development or redevelopment. The City recognizes that its entire land area falls within the Hurricane Vulnerability Zone. Therefore, it has a policy that it has already adopted through its building code that requires all new development to be built to withstand hurricane force winds. This policy shall remain in effect throughout the planning period.

Policy 5-1.5.6: Advise handicapped individuals to pre-register with Emergency Management to assure their safe and timely evacuation, when necessary.

Policy 5-1.5.7: The City shall maintain and enforce the Land Development Code which states that public funds shall not be used to contribute to the expansion of any hazardous condition in the community. However, this shall not be construed to include any project that would restore or enhance any of the City’s natural resources.

Policy 5-1.5.8: Proposed comprehensive plan amendments shall be consistent with state coastal high-hazard provisions as follows:

1. The level of service for out-of-county hurricane evacuation shall be no greater than sixteen (16) hours for a category 5-storm event as measured on the Saffir-Simpson scale.
2. Proposed Comprehensive Plan amendments shall demonstrate that a 12-hour evacuation time to the nearest shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and

shelter space is reasonably expected to accommodate the residents of the development contemplated; or

3. Appropriate mitigation is provided that will satisfy the provisions of subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation shall not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. The City and developer shall enter into a binding agreement to memorialize the mitigation plan.

Policy 5-1.5.9: Voluntary redevelopment within the CHHA or the build back of existing residential development destroyed in a disaster shall be limited to the pre-disaster density or intensity.

Policy 5-1.5.10: The City's Land Development Code shall continue to maintain ~~be amended by Dec. 31, 2011 to reflect~~ Policy 5-1.5.9 above and to by December 31, 2025 ~~establish~~ a vested rights process intended to safeguard private property rights within the CHHA.

Objective 5-1.6: The City shall continue to require all new development and any redevelopment of an existing development which is adding 5,000 square feet of impervious area to fully comply with all requirements of Chapter 9, Stormwater Management, of the Land Development Code.

Policy 5-1.6.1: Continue to require stormwater runoff retention/detention sites within all developments.

Policy 5-1.6.2: Continue to require minimum green areas within development sites.

Policy 5-1.6.3: The City shall encourage the Florida Department of Transportation to continue to maintain all storm drain structures within the City throughout the planning period.

Objective 5-1.7: On an annual basis, the City of Daytona Beach Shores shall incorporate into the Capital Improvement Program (CIP) public infrastructure expenditures that promote responsible development of the area due to the City's vulnerability to a natural disaster, while providing the roads and other necessary infrastructure to serve existing demand and guarantee the adequate availability of evacuation and hazard mitigation routes and systems.

Policy 5-1.7.1: Through coordination with State and County transportation agencies, allocate necessary resources to improve all existing deficiencies in the road system.

Policy 5.1.7.2: The City of Daytona Beach Shores shall investigate funding opportunities to develop a comprehensive, basin-wide stormwater management plan in conjunction with Volusia County and other local governments. The plan shall provide a basis for adopting regulatory measures for enhancing water quality and preventing flooding.

Policy 5-1.7.3: Continue to participate in intergovernmental coordination actions to avoid duplicity of services and regional over-expenditures.

Policy 5-1.7.4: The following level of service standards shall be applied for all facilities within the coastal area:

- Sanitary sewers - ~~250 gallons per dwelling unit per day~~ 160 gallons per equivalent residential unit per day. 1/10 gallon per square foot per day of commercial development
- Solid Waste - 10 pounds per capita per day. 10 lbs/1,000 square feet of non-residential development

- Potable water - The main residual pressure shall be 20 pounds per square inch during fire flow
 - Area Served by Port Orange 110 gallons per capita per day 180 gallons per day per equivalent residential unit. 1/10 gallon per square foot per day of commercial development
 - Area Served by Daytona Beach 150 gallons per capita per day
- Drainage facilities - 25 year, 24-hour design storm (per FDOT Drainage Manual)

Policy 5-1.7.5: Existing Infrastructure in the CHHA. The City shall maintain a priority list of infrastructure facilities located in the Coastal High Hazard Area (CHHA) which could be relocated, mitigated or replaced should state funding become available for such activities.

Policy 5-1.7.6: The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Objective 5-1.8: The City shall continue to work with Volusia County beach and shoreline stabilization program to ensure the protection and redevelopment of the beach and dune system and shall urge the County to buildup breached areas of the dune system. All re-established dunes shall meet the minimum standards established in the County's beach and dune protection ordinance.

Policy 5-1.8.1: The City shall require all developers in new development activities to either store sand materials for a beach renourishment program or deposit the sand on the beach to begin to re-establish a dune system. This shall be included as a regulation in the new Land Development Code that will be developed subsequent to the adoption of this Comprehensive Plan.

Objective 5-1.9: The City shall undertake the measures identified in the following policies, and by December 31, 2004, the City will have coordinated with Volusia County in revising and updating the peacetime emergency plan, in order to reduce the exposure of human life and property to natural hazards and disasters.

Policy 5-1.9.1: This peacetime emergency plan establishes that temporary housing accommodations may include:

1. Unoccupied, available government owned housing;
2. Unoccupied, available housing units financed totally or in part with government funds;
3. Privately owned rental properties;
4. Mobile homes;
5. Minimal repairs to the victim's home to make it habitable until permanent restoration can be made; and
6. Rental or mortgage payments to or on behalf of individuals or families who have received written notice of eviction or foreclosures due to financial hardship caused by the major disaster.

Objective 5-1.10: The City shall continue to coordinate with Volusia County to implement the Beach Habitat Conservation Plan and Beach Lighting Ordinance.

Policy 5-1.10.1: The City shall encourage the enforcement of the adopted Volusia County legislation with regards to lighting on the beach during the nesting season for sea turtles. The City shall maintain the County's standards or more restrictive standards.

Policy 5-1.10.2: The City shall encourage oceanfront properties to engage in “light-dimming” during the sea turtle nesting season.

Objective 5-1.11: The City shall protect the environmental resources of the Halifax River within its jurisdiction by regulating boating impacts.

Policy 5-1.11.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 128 boat slips to exist along the Halifax River shoreline, including both existing and future slips (i.e. single family docks, wet slips, dry slips, or boat trailer parking spaces at boat ramps), unless the City acquires additional boat slip entitlements via the Florida voluntary annexation process, Sec. 171.044, Florida Statutes.

Policy 5-1.11.2: Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a minimum of one dock per lot.

Policy 5-1.11.3: The City shall encourage public marina services or storage operations which provide public dry storage for motorized boats along the Halifax River shoreline.

Policy 5-1.11.4: The City and Volusia County shall sign a memorandum of understanding outlining the procedure for permitting new docks, boat ramps and marinas within the City consistent with the Volusia County Manatee Protection Plan.

Policy 5-1.11.5: All docking facilities applications, including marinas, shall demonstrate compliance with all applicable state and federal law.

Policy 5-1.11.6: No less than ten (10) percent of the future slip allocation shall be applied to public use facilities.

Policy 5-1.11.7: Where the opportunity exists, the sharing of multi-slip facilities and aggregation of slips shall be encouraged during development and redevelopment, including for single-family residences.

Objective 5-1.12: The City shall coordinate with Volusia County to establish a new quasi-public marina along the Halifax River.

Policy 5-1.12.1: The first priority for providing new boat slips is the creation of a new quasi-public marina, utilizing the criteria in Policy 5-1.12(2), and all new boat slips shall be consistent with the Volusia County Manatee Protection Plan as approved on October 19, 2005, as amended.

Policy 5-1.12.2: Utilize as part of the land development regulations, standards for marina siting or expansion to include the following criteria with priority given to existing or expanding marinas:

- A. Marinas shall be located in areas where the least dredging and maintenance are required and where aquatic resources shall not be adversely affected.
- B. Sufficient upland areas to accommodate needed support facilities such as adequate parking, dry storage, work areas, stormwater management facilities, and other non-water dependent uses.
- C. The location of marinas and docking facilities in areas which require minimal or no dredging or filing to provide access by either canal, channel or road.
- D. The marina areas and navigation access channels shall not be dredged to depths greater than necessary to prevent prop dredging.

- E. Marina basins shall be located where there is an existing basin and access channel and adequate depths to accommodate the proposed use. A minimum existing depth of four feet below mean low water shall be required.
- F. Facilities shall be designed to maximize or improve water circulation patterns and shall not adversely affect existing circulation pattern.
- G. Any buffer zones established by FDEP's Shellfish Environmental Assessment Section shall be maintained and where necessary, enhanced or expanded.
- H. Marinas shall not be permitted in areas where approved or conditionally approved shellfish harvesting would be severely impacted and/or sections closed to shellfish harvesting.
- I. Marinas should not be permitted in areas which have been determined by FDEP and USFWS to be critical to the survival of the protected manatee.
- J. Prior to the operation of any new marina fueling facility or expansion of an existing facility, a fuel management/spill contingency plan shall be developed. The plan shall describe methods to be used in dispensing fuel and all the procedures, methods, and materials to be used in the event of a spill.
- K. Sewer pump-out service and facilities shall be available and accessible to all new boat slips constructed or renovated inside marinas.
- L. All new or expanded marinas shall provide water quality monitoring data which complies with state water quality standards under a program approved by the FDEP.
- M. The City will participate in the manatee protection through the continued use of manatee protection criteria in development regulations, in accordance with the provisions of the Conservation Element, and the Volusia County Manatee Protection Plan.
- N. Quasi-public marinas shall only be located on properties south of Dunlawton Boulevard (S.R. A1A) and shall not have a Low Density or Low Intensity Residential Future Land Use classification.

Policy 5-1.12.3: New or expanded marina facilities shall utilize dry storage to the fullest extent possible in addition to wet slips.

Objective 5-1.13: The City shall eliminate inappropriate and unsafe development, and mitigate the flood risk to existing and future development, in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise. The City's Land Development Code shall maintain the following requirements ~~be amended to reflect corresponding requirements by December 2018.~~

Policy 5-1.13.1: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise shall be required to utilize building design specifications, engineering solutions, site development techniques, and management practices (ie requiring higher minimum floor elevations, retrofitting buildings for increased flood risk, designing infrastructure that can withstand higher water levels such as raising seawalls and installing tidal valves, implementing natural drainage features such as bioswales) that reduce risk and losses due to flooding.

Policy 5-1.13.2: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall meet or exceed the flood-resistant construction requirements of the Florida Building Code (i.e. requiring higher minimum floor elevations, retrofitting buildings, requiring the use of flood damage-resistant materials).

Policy 5-1.13.3: New development and redevelopment shall be consistent with flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Policy 5-1.13.4: Construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 shall be consistent with chapter 161.

Policy 5-1.13.5: The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations.

Policy 5-1.13.6: The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (NFIP) to achieve flood insurance premium discounts for residents.

CHAPTER 9: CAPITAL IMPROVEMENTS ELEMENT

Goal 9-1: The City shall continue to provide needed public facilities to its businesses and residents in a manner that maximizes existing City infrastructure investments, and promotes orderly urban growth.

Objective 9-1.1: Capital improvements will be accomplished to correct deficiencies and accommodate desired future growth as indicated in the 5-Year Schedule of Improvements. This Capital Improvements Element will supplement the Capital Improvements Program that is in existence in the City and is required to be updated annually according to the City charter. Both the Capital Improvements Program and this Capital Improvements Element will be used as a means to meet the needs of the City for the construction of capital facilities necessary to address existing deficiencies, accommodate future growth, and to replace obsolete or worn out facilities.

Policy 9-1.1.1: The City shall include all projects identified in the other elements of this Plan estimated to cost ~~\$10,000~~ \$15,000 or more as capital improvements projects to be included in the 5-Year Schedule of Improvements.

Policy 9-1.1.2: A Capital Improvements Coordinating Committee, consisting of the City Manager, City Planner, Finance Director and Community Services/Public Works Director, shall be maintained to evaluate and prioritize projects proposed to the City Council for inclusion in the Capital Improvements Program.

Policy 9-1.1.3: Proposed capital improvements projects shall be evaluated and prioritized according to the following guidelines:

- (a) whether the project is needed to protect public health and safety, to fulfill the City's legal obligations to provide facilities and services, or to achieve full use of existing facilities; and
- (b) whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs.

Policy 9-1.1.4: The City shall adopt the following 5-year Capital Improvements Schedule which shall be used to effectively stage the timing, estimated cost, and revenue sources of the capital improvements projected for the future.

TABLE 11: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS
(in thousands)

Project Number	Project Name	FY17-18 Current Budget	FY18-19	FY19-20	FY20-21	FY21-22	Total Project Cost
Parks & Recreation							
1	Renovate Beach Walkovers	\$491,100					\$491,100
<i>Parks & Recreation Total</i>		\$491,100					\$491,100
-	-	-	-	-	-	-	-
Transportation							
2	Road Improvements	\$34,100	\$15,000	\$15,000	\$15,000	\$15,000	\$94,100
3	A-1 A Crosswalks	\$60,000					\$60,000
<i>Transportation Total</i>		\$94,100	\$15,000	\$15,000	\$15,000	\$15,000	\$154,100
-	-	-	-	-	-	-	-
Physical Environment							
4	Sewer Line R&R	\$100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
<i>Physical Environment Total</i>		\$100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
-	-	-	-	-	-	-	-
TOTAL ALL CATEGORIES		\$685,200	\$65,000	\$65,000	\$65,000	\$65,000	\$945,100
-	-	-	-	-	-	-	-

Note: Any project not identified as CRA or Sewer Fund is a General Fund project.

Project ID	PROJECT	TOTAL EXPENDITURE	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Transportation							
1-308	CROSSWALKS	\$172,900	\$172,900	\$0	\$0	\$0	\$0
2-308	FLORIDA SHORES REPAVE	\$40,000	\$0	\$0	\$40,000	\$0	\$0
3-308	OCEANS WEST BLVD REPAVE	\$340,000	\$0	\$0	\$100,000	\$120,000	\$120,000
	<i>Transportation Total</i>	<i>\$552,900</i>	<i>\$172,900</i>	<i>\$0</i>	<i>\$140,000</i>	<i>\$120,000</i>	<i>\$120,000</i>
Parks and Recreation							
4-322	DUNE WALKOVERS	\$615,000	\$615,000	\$0	\$0	\$0	\$0
5-322	TENNIS COURT CLAY RESURFACE	\$70,000	\$0	\$70,000	\$0	\$0	\$0
	<i>Parks and Recreation Total</i>	<i>\$685,000</i>	<i>\$615,000</i>	<i>\$70,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
Physical Environment							
6-409	FORCEMAIN PROJECT-PHASE 1	\$14,000,000	\$1,000,000	\$10,000,000	\$3,000,000		
7-409	MASTER REHABILITATION	\$4,500,000	\$500,000		\$4,000,000		
8-409	MASTER ROOF REPLACEMENT	\$24,000		\$24,000			
9-409	MASTER STATION ODOR CONTROL	\$568,000	\$568,000				
10-409	SLIP LINING SEWER LINES	\$1,337,000	\$337,000	\$250,000	\$250,000	\$250,000	\$250,000
11-409	STATION 3 ROOF REPAIRS	\$28,500	\$28,500				
12-409	STATION 5 REHABILITATION	\$200,000		\$200,000			
13-409	STATION 5 SPARE PUMP	\$200,000	\$100,000	\$100,000			
14-409	STATION 6,7,9,10 GENERATOR REPLACEMENT	\$475,000	\$375,000	\$100,000			
15-409	STATION RENOVATIONS	\$11,000,000	\$8,000,000	\$3,000,000			
16-409	MANHOLE REPLACEMENT	\$6,000,000		\$5,000,000	\$1,000,000		
	<i>Physical Environment Total</i>	<i>\$38,332,500</i>	<i>\$10,908,500</i>	<i>\$18,674,000</i>	<i>\$8,250,000</i>	<i>\$250,000</i>	<i>\$250,000</i>
TOTAL		\$39,570,400	\$11,696,400	\$18,744,000	\$8,390,000	\$370,000	\$370,000

Policy 9-1.1.5: The City shall adopt the following Volusia County School District Five-Year Work Program:

Volusia County School District Five-Year Work Program

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Major Projects – New Construction					
Bonner Elm – Master Plan-		10,000,000	1,000,000		
Chisholm Elm – Replacement-	14,000,000	2,000,000			
Chisholm Elm – Additional Capacity	5,000,000				
Deltona Middle – Master Plan-	2,000,000		50,000,000	3,000,000	
George Marks Elm – Master Plan-	2,000,000	17,000,000	2,000,000		
George Marks Elm – Additional Cpety-		3,000,000			
Pierson Elm – Replacement FF&E	2,000,000				
Read Pattillo K-8 – Replacement				2,000,000	19,000,000
Read Pattillo K-8 – Additional Cpety					6,000,000
Tomoka Elm – Master Plan		2,000,000		18,500,000	2,500,000
Tomoka Elm – Additional Capacity				1,500,000	
Total New Construction	25,000,000	34,000,000	53,000,000	25,000,000	27,500,000
Projects at Existing Schools & Facilities-					
Atlantic HS – HVAC Units & Chiller Upgrade-	1,800,000				
Brewster Center – Interior Renovations				3,000,000	
Charter School Capital Outlay from LCIF-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Creekside Mid – HVAC Bldgs 6,8,2,10-	1,200,000	1,200,000			
DeLand Warehouse – Lease	103,000	105,060	107,161	109,304	111,490
DeLand HS – Upgrade Fire Alarm & Intercom		1,300,000			
DeLand Mid – HVAC, Ceiling Lighting	10,500,000				
Deltona HS – ADA Accessibility-			2,000,000		
Deltona Trans/Maint – Pavement Improvements-				1,500,000	
Enterprise Elm – Renovations-				1,000,000	5,000,000
Freedom Elm – Renovate Parent-			380,000		

Loop/Parking					
Heritage Mid – HVAC	1,600,000	1,600,000	1,600,000	1,600,000	
High Banks Lm Ctr – Renovate North Parking Lot			140,000		
Hinson Mid – Media HVAC & Bldg AC Units	1,300,000				
Indian River Elm – Replace Heat Pump & Piping	1,500,00				
Longstreet Elm – Renovate Admin & Media Center				1,000,000	5,000,000
New Smyrna Beh Mid – Renovations & Additions				1,000,000	10,000,000
Orange City Elm – Renovations & Additions		1,500,000	12,000,000	1,500,000	
Ortona Elm – Reno & Site Imprvmnts				1,000,000	4,000,000
Osecola Elm – Renovations			1,500,000	12,000,000	1,500,000
Pathways Elm – Campus Reroof	1,150,000				
Pine Ridge HS – Campus Reroof	260,000	3,000,000			
Pine Ridge HS – Chiller 3 & 4 & Bldg 2 HVAC	1,650,000				
Portables – Lease	100,000	100,000	100,000	100,000	100,000
Portables – Moves & Compliance	400,000	400,000	400,000	400,000	400,000
Seabreeze HS – Chilled Water Plant	180,000	180,000	180,000		
Spruce Creek Elm – Replace all Campus Windows			1,000,000		
Spruce Creek HS – Master Plan	2,000,000		20,000,000		
Starke Elm – Renovations				500,000	4,000,000
Sunrise Elm – Reroof Campus	120,000	1,300,000			
Various Facilities – Facilities Review Projects	10,644,000	11,000,000	11,000,000	11,000,000	11,000,000
Various Schools – High School Athletics	1,640,000	1,470,000	1,510,000	1,565,000	1,565,000
Various Schools – Infrastructure for Technology	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Various Schools – Media Center Retrofits	500,000	500,000	500,000	500,000	500,000
Various Schools – Minor Projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Various Schools – Security	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Westside Elm – Reno & Addition	13,000,000		1,500,000		
Westside Elm – Additional Capacity	2,000,000		500,000		
Woodward Elm – Reno & Addition		1,000,000		10,000,000	2,000,000
Total Major Projects at Existing Schools & Facilities	58,147,000	32,775,060	62,537,161	54,274,304	51,676,490
Facilities Management					
Facilities Mngmt – Various Projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Technology					
ERP Software – Enterprise Resource Planning	7,000,000	966,563	966,563	966,563	966,563
Network EDP & Communications Equipment	4,876,000	9,000,000	9,000,000	9,000,000	9,000,000
New District Financial & Student Software Systems	4,000,000				
Total Technology	15,876,000	9,966,563	9,966,563	9,966,563	9,966,563
System Wide Equipment & Vehicles					
Various Schools & Dept Furn. & Equip.	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Equipment & Vehicles	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Buses					
Transportation Dept – Bus Rplemnt	2,868,408	2,760,176	2,760,176	2,760,176	2,760,176
PROJECT TOTALS	105,391,408	83,001,799	131,763,900	95,501,043	95,403,229
Transfers					
Transfers – To General Fund	6,962,268	4,962,268	2,962,268	2,962,268	2,962,268
Transfers – To Debt Service	24,743,921	38,477,338	38,478,188	38,476,013	38,472,188
Total Transfers	31,706,189	43,439,606	41,440,456	41,438,281	41,434,456

GRAND TOTAL	137,097,597	126,441,405	173,204,356	136,939,324	136,837,685
--------------------	--------------------	--------------------	--------------------	--------------------	--------------------

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast
(Detail)

Capital Projects Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Sources - revenues					
State sources:					
CO&OS distributed	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000
Interest on undistributed CO & OS	16,500	16,500	16,500	16,500	16,500
Total state sources	2,266,500	2,266,500	2,266,500	2,266,500	2,266,500
Local sources:					
Ad valorem property taxes	99,170,467	94,018,320	97,250,400	102,439,152	106,686,288
Local Sales tax - Investment	65,626,997	66,539,629	67,464,953	68,403,144	69,354,383
Income - Impact fees	1,580,000	1,370,000	1,160,000	950,000	740,000
	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Total local sources	176,377,464	171,927,949	175,875,353	181,792,296	186,780,671
Total sources	178,643,964	174,194,449	178,141,853	184,058,796	189,047,171

Uses - expenditures

New Construction

Central Warehouse	=	=	2,500,000	15,000,000	=
Enterprise Elm - K-8 Replacement School	66,000,000	=	=	=	=
Hinson Mid - Classroom Addition	=	=	=	1,000,000	10,000,000
Indian River Elm - Classroom Addition	=	=	=	=	500,000
Manatee Cove Elm - 11 Classroom Addition	700,000	12,000,000	500,000	=	=
Pathways Elm - 11 Classroom Addition	700,000	12,000,000	500,000	=	=
Pine Ridge HS - 14 Classroom Addition	700,000	16,000,000	500,000	=	=
Port Orange Elm - Renovations	=	=	750,000	8,500,000	10,000,000
Read Pattillo Elm - K-8 Replacement School Southwestern	2,000,000	62,000,000	2,000,000	=	=
Mid - Renovate Kitchen and Multipurpose Spruce Creek	6,000,000	=	=	=	=
Elm - Campuswide HVAC and Lighting Starke Elm -	=	=	1,200,000	15,500,000	=
Renovations and Additions	1,750,000	=	=	=	=
Volusia Pines Elm - Classroom Addition	=	=	=	=	700,000
Woodward Avenue Elm - Finishes and Infrastructure Bldgs	4,500,000	=	=	=	=
Total New Construction	82,350,000	102,000,000	7,950,000	40,000,000	21,200,000

Projects at Existing Schools and Facilities

All High Schools - Athletic Facility Leases	180,000	180,000	180,000	180,000	180,000
Atlantic HS - Press Box and Restroom Buildings	1,383,000	=	=	=	=
Atlantic HS - Renovate Group Restrooms Campus Wide	2,160,000	=	=	=	=
Atlantic HS - Upgrade HVAC, Ceiling and Lighting Bldg. 4	=	2,786,400	=	=	=
Atlantic HS - Technology Lab Conversion	=	=	=	500,000	=
Blue Lake Elm - Renovate Basketball Courts	318,324	=	=	=	=
Brewster Center - Replace Emergency Generator Brewster	601,200	=	=	=	=
Center - Repair Floor Joists	=	117,600	=	=	=
Brewster Center - Upgrade Main Electrical Distribution	=	=	2,000,000	=	=
Campbell Mid - Replace Emergency Generator	=	597,600	=	=	=
Campbell Mid - Upgrade HVAC Bldgs. 1 and 2	=	=	1,129,086	=	=
Campbell Mid - Upgrade HVAC Bldgs. 5 and 9	=	1,817,016	=	=	=
Campbell Mid - Upgrade HVAC Bldgs. 8 and 10	=	=	518,906	=	=
Citrus Grove Elm - Upgrade Fire Alarm and Intrusion Monit	174,000	=	=	=	=
Creekside Mid - Replace Stage Lighting and Sound System	=	=	900,000	=	=
DeBary Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 1	=	=	4,277,362	=	=
a DeLand Warehouse - Lease	238,122	250,028	262,529	275,655	=
DeLand Administrative Complex - Upgrade Data Center	250,000	=	=	=	=
Bac Deltona HS - Upgrade Stage Lighting	900,000	=	=	=	=
Deltona HS - Rebuild Chilliers, Cooling Tower and Piping	=	2,700,000	=	=	=
DeLand Mid - Remodel Science Labs Bldgs. 16 and 17	1,740,000	=	=	=	=
Deltona HS - Foundation Repairs Bldg. 2	3,000,000	=	=	=	=

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast
(Detail)

Capital Projects Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Deltona HS - Replace Intercom Wiring	786,000	-	-	-	-
DeLand Mid - School Envelope Improvement	-	3,900,000	-	-	-
DeLand HS - Upgrade HVAC Bldg. 17	-	-	1,890,850	-	-
Deltona HS - Technology Lab Conversion	-	-	-	500,000	-
Discovery Elm - Replace Chillers 1 and 2	1,500,000	-	-	-	-
Edgewater Public Elm - Renovate Media Center Edgewater Public	360,000	-	-	-	-
Elm - Upgrade Parking Lot and Bus Loop Edgewater Public Elm -	-	-	400,000	-	-
Replace Stage Lighting and Sound S Forest Lake Elm - Parent Loop	-	600,000	-	-	-
Extension	1,000,000	-	-	-	-
Freedom Elm - Replace DOAS Bldgs. 3 and 4	1,300,000	-	-	-	-
Freedom Elm - Replace Stage Lighting and Sound System Freedom	-	600,000	-	-	-
Elm - Replace DOAS Bldgs. 1 and 2	-	1,400,000	-	-	-
Friendship Elm - Upgrade HVAC Bldg. 3 and Cooling Towers	3,235,445	-	-	-	-
Friendship Elm - Upgrade HVAC Bldgs. 1 and 2	-	-	3,368,400	-	-
Friendship Elm - Replace Switchgear Bldg. 4	-	284,000	-	-	-
Heritage Mid - Replace Roof Campus Wide	3,750,000	-	-	-	-
Heritage Mid - Upgrade HVAC, Ceiling and Lighting Bldg. 2 Herbert	-	3,500,000	-	-	-
Street Center - Upgrade HVAC	-	-	-	1,969,859	-
Heritage Mid - New Marquee	-	216,000	-	-	-
Heritage Mid - Convert Computer Lab to Science Lab Bldg. Hinson	-	648,000	-	-	-
Mid - Upgrade HVAC and Lighting Bldg. 7	-	1,800,000	-	-	-
Hinson Mid - Upgrade HVAC, Ceiling and Lighting Bldgs. 3 a Horizon	-	3,778,307	-	-	-
Elm - Replace Chiller Bldg. 11	-	345,000	-	-	-
Indian River Elm - Upgrade HVAC, Ceiling and Lighting Bldg Indian	-	-	3,115,348	-	-
River Elm - Replace Switchgear Bldg. 4	-	360,000	-	-	-
Mainland HS - Stormwater Upgrades	1,500,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	-	900,000	-	-
Mainland HS - Renovate Cafeteria	-	2,640,000	-	-	-
New Smyrna Transportation - Vehicle Lift Foundation New Smyrna	111,840	-	-	-	-
Beach HS - Upgrade BAS Bldgs. 1-4	-	1,488,044	-	-	-
New Smyrna Beach Mid - Replace Millwork Campus Wide Osceola	-	-	1,500,000	-	-
Elm - Reroof Bldgs. 4 and 9	94,000	-	-	-	-
Osceola Elm - Renovation for Riverview Move	-	3,426,000	-	-	-
Osteen Elm - Replace Gutters and Downspouts	556,390	-	-	-	-
Palm Terrace Elm - Upgrade CIP	-	2,159,740	-	-	-
Parking Lot Lease - City of DeLand	28,665	28,665	28,665	28,665	28,665
Pathways Elm - Replace Outside Air Units	1,000,000	-	-	-	-
Pathways Elm - Upgrade Parking Lot Lighting	-	-	258,000	-	-
Pine Ridge HS - Repair Wall Flashings Bldg. 8	319,200	-	-	-	-
Pine Ridge HS - Upgrade HVAC, Ceiling and Lighting Bldg. 4 Bldg. 3,967	-	-	-	-	-
Ridge HS - Replace Intercom	-	834,000	-	-	-
Pine Ridge HS - Technology Lab Conversion	-	-	-	500,000	-
Portables - Moves and Compliance	900,000	400,000	400,000	400,000	400,000
R.J. Longstreet Elm - Upgrade Parking Lot and Canopy Light River	-	200,000	-	-	-
Springs Mid - Replace Gutters and Downspouts River Springs Mid -	648,000	-	-	-	-
New Chiller Plant	-	-	3,500,000	-	-
River Springs Mid - Convert Three Classrooms to Science La	-	1,656,000	-	-	-
Seabreeze HS - Reroof Bldg. 13	630,672	-	-	-	-
Seabreeze HS - Upgrade HVAC Bldgs. 7 and 15	3,800,000	-	-	-	-
Seabreeze HS - New Marquee	-	216,000	-	-	-
Seabreeze HS - Upgrade Parking Lot Lighting	-	546,000	-	-	-
Silver Sands Mid - Renovate Media Center	-	456,000	-	-	-
Silver Sands Mid - Replace Stage Lighting and Sound System	900,000	-	-	-	-
Silver Sands Mid - Replace WSHIP and Pumps Bldg. 11 Bldg. 1060	-	-	-	-	-
Sands Mid - Replace Gymnasium Bleachers	-	400,000	-	-	-
South Daytona Elm - Upgrade Fire Alarm and Intrusion Mo	174,000	-	-	-	-

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast
(Detail)

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Capital Projects Funds - Consolidated					
Southwestern Mid - Convert Classroom to Science Lab Bldg	1,040,000	-	-	-	-
South Daytona Elm - Upgrade Kitchen flooring, Lighting an	-	354,000	-	-	-
Spirit Elm - Upgrade HVAC Bldg. 6	-	1,668,455	-	-	-
Spirit Elm - Upgrade HVAC Bldg. 7	-	-	539,918	-	-
Spirit Elm - Upgrade HVAC Bldgs. 1 and 2	-	-	2,780,780	-	-
Spirit Elm - Upgrade HVAC Bldgs. 3 and 5	-	-	2,799,215	-	-
Spruce Creek HS - Upgrade Main Electrical Switchgear Spruce	115,200	-	-	-	-
Creek Elm - Replace 60 Ton Chiller	-	321,369	-	-	-
Spruce Creek HS - Auditorium Seating and Flooring Sunrise Elm -	-	1,290,000	-	-	-
Upgrade HVAC, Ceiling, Lighting Bldg. 2 and C Sweetwater Elm -	-	2,733,566	-	-	-
Replace 60 Ton Chiller	308,827	-	-	-	-
I. Dewitt Taylor Mid-HS - Upgrade Chiller Plant University HS - New	-	-	-	1,500,000	-
Marquee	102,000	-	-	-	-
University HS - Press Box	507,360	-	-	-	-
University HS - Upgrade Fire Booster Pump and Controls University	534,000	-	-	-	-
HS - Upgrade Fire Alarm and Intrusion Monitor in Various - Security	252,000	-	-	-	-
Various - Infrastructure for Technology	2,543,670	2,543,670	2,543,670	2,543,670	3,000,000
Various - Minor Projects	250,000	250,000	250,000	250,000	250,000
Various Schools - High School Athletics	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - BDA	1,602,200	2,377,200	1,000,000	1,000,000	1,000,000
Various Schools - Playgrounds	945,938	945,938	-	-	-
Various Schools - Leased Portables	300,000	300,000	300,000	300,000	300,000
Volusia Pines Elm - Replace Fire Alarm	100,000	100,000	100,000	100,000	100,000
Volusia Pines Elm - Upgrade HVAC Bldgs. 1, 2 and 6 Volusia Pines Elm - Upgrade	8,860,000	-	-	-	-
Elm - Upgrade HVAC Bldgs. 3, 5 and 7 Volusia Pines Elm - Upgrade	1,000,000	-	-	-	-
HVAC Bldgs. 4 and 8 Woodward Avenue Elm - Upgrade HVAC Bldg.	-	2,978,000	-	-	-
1 Pod 11 Total Projects at Existing Schools and Facilities	-	-	1,100,000	-	-
	-	819,422	-	-	-
Facilities Management	56,999,020	61,012,020	40,042,729	14,047,850	9,258,665
Contingency					
Contingency - Operations					
Facilities Management	8,500,000	8,500,000	9,000,000	9,000,000	9,000,000
Total Facilities Management	2,000,000	-	-	-	-
	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Technology	13,300,000	11,300,000	11,800,000	11,800,000	11,800,000
Various Secondary Schools - CTE Technology Equipment Centegix					-
Various Schools & Depts - District Wide Technology Equipm					
Total Technology	650,000	650,000	650,000	650,000	650,000
	456,330	456,330	456,330	456,330	-
System Wide Equipment and Vehicles	9,286,036	10,000,000	10,000,000	10,000,000	10,000,000
Furn, Fix, Equip, Veh	10,393,266	11,106,330	11,106,330	11,106,330	10,650,000
White fleet					
Total System Wide Equipment and Vehicles	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Buses	910,000	910,000	910,000	910,000	910,000
Bus and Safety	2,110,000	2,110,000	2,110,000	2,110,000	2,110,000
Total Buses					
Charter School Disbursements	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Charter School Capital Outlay LCIF Disbursements	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Total Charter School Disbursements					
Roll Forward	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast
(Detail)

	Capital Projects Funds - Consolidated				
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Prior Year Carryover Encumbrances	138,347,335	-	-	-	-
Prior Year Carryover Appropriations	62,629,713	-	-	-	-
Total roll forward	200,977,048	-	-	-	-
Total uses	369,753,461	191,431,542	77,537,367	84,407,258	60,619,197
Excess (deficiency) of revenues over expenditures	(191,109,497)	(17,237,093)	100,604,486	99,651,538	128,427,974
Other financing uses					
Transfers - General Fund	(32,394,774)	(33,015,595)	(34,416,175)	(35,886,784)	(37,430,924)
Transfers - Debt Service Funds Proceeds	(46,249,606)	(51,263,163)	(51,266,200)	(51,272,913)	(51,268,988)
of Lease-Purchase Agreements Premiums	151,800,000	-	-	-	-
on Long-term Debt	12,200,000	-	-	-	-
Total other financing uses	85,355,619	(84,278,758)	(85,682,375)	(87,159,697)	(88,699,911)
Net change in fund balances	(105,753,877)	(101,515,851)	14,922,111	12,491,841	39,728,063
Fund balances					
Beginning Balance	257,350,388	151,596,511	50,080,660	65,002,770	77,494,611
Ending Balance	\$ 151,596,511	\$ 50,080,660	\$ 65,002,770	\$ 77,494,611	\$ 117,222,674

Policy 9-1.1.6: The City's adopted 5-year Capital Improvements Schedule shall be reviewed and updated annually to ensure financial feasibility of public facilities needed to support adopted LOS standards.

Objective 9-1.2: The City will manage its fiscal resources to ensure the provision of needed capital improvements already identified and for future development and redevelopment. The existing sewer impact fee for all new development in the community shall be maintained and kept in effect throughout the planning period.

Policy 9-1.2.1: In providing capital improvements, the maximum ratio of outstanding indebtedness to total property tax base shall be limited to five percent.

Policy 9-1.2.2: The City shall adopt a 5-Year Capital Improvements Program and an annual capital budget as part of its budgeting process.

Policy 9-1.2.3: Efforts shall be made to secure grants or private funds, wherever possible, to finance the provision of capital improvements.

Policy 9-1.2.4: The City shall integrate energy cost reduction measures into the budget process.

Policy 9-1.2.5: The City shall continue to incorporate energy management practices into building, facility, and fleet maintenance and operations.

Objective 9-1.3: Decisions regarding the issuance of development orders and permits will be based upon coordination of development requirements included in this Plan, the revised land development regulations and the availability of necessary public facilities to support such development. All land use decisions shall be coordinated to the availability of fiscal resources and with this schedule of capital improvements and succeeding years capital improvements programs to maintain adopted levels of service that are included in this Comprehensive Plan.

Policy 9-1.3.1: The City shall use the following Level of Service (LOS) standards in reviewing the impacts of new development and redevelopment on public facility provisions:

- (a) **Sanitary Sewers:** ~~250 gallons per dwelling unit per day~~ 160 gallons per equivalent residential unit per day, 1/10 gallon per square foot per day of commercial development
- (b) **Solid Waste:** 10 pounds per capita per day, 10 lbs/1,000 square feet of non-residential development
- (c) **Drainage:** 25-year, 24-hour design storm
- (d) **Potable Water:** The main residual pressure shall be 20 pounds per square inch during fire flow
~~-110 gallons/capita/day (ged)~~ 180 gallons per day per equivalent residential unit, 1/10 gallon per square foot per day of commercial development for Port Orange Service Area
-150 ged gallons per capita per day for Daytona Beach Service Area
- (e) **Roadways:** Major Arterials: LOS "D" at peak hour
 Minor Arterials: LOS "E" at peak hour
 Collectors: LOS "E" at peak hour
- (f) **Recreation:**

Type of Park/ Recreational Facility	Unit of Measure	Type of Park/ Recreational Facility	Unit of Measure
Playgrounds	one per 10,000 people	Tennis Courts	one per 2,000 people
Neighborhood Park	one per 10,000 people	Community Center	one per 20,000 people
Community Park	one per 25,000 people	Exercise Trail	one per 14,000 people
Children's Play Areas	one per 10,000 people	Nature Study Trail	one per 14,000 people
Baseball/Softball Field	one per 15,000 people		

Policy 9-1.3.2: The City shall maintain its facilities ordinances to ensure that, at the time a development order or permit is issued, sufficient capacities at the adopted Levels of Service are available or will be available when required to serve the development and coordinate with the other jurisdictions providing services.

Policy 9-1.3.3: The Criteria used to evaluate local capital improvements projects that would include the consideration of the accommodation of new development and redevelopment of needed facilities shall be based upon the level of service standards as are indicated in Policy 9-1.3.1 of these goals, objectives, and policies in the Capital Improvements Element of this Comprehensive Plan.

Policy 9-1.3.4: The expenditure of public funds for all capital improvements shall recognize the policies of the other Plan elements contained within this Comprehensive Plan.

Objective 9-1.4: No public monies shall be spent to subsidize development in high hazard coastal areas.

Policy 9-1.4.1: Public funds shall not be used to contribute to the expansion of any hazardous condition in the community.

Objective 9-1.5: The City of Daytona Beach Shores shall continue to require that, when a private developer is seeking approval for his new project, written communication shall be in hand for the Planning and Zoning Board (the City's designated land planning agency) and the City Council that indicates that those adjoining municipalities providing public services and facilities have sufficient capacity to accommodate this proposed new development.

Policy 9-1.5.1: The City shall maintain its agreement with Port Orange in providing sewage treatment services throughout the planning period.

Policy 9-1.5.2: The City shall continue to work and coordinate with Volusia County in attempting to reduce the volume of solid waste and thereby not endanger the capacity of the Tomoka Road Landfill site. This shall be done throughout the planning period.

Policy 9-1.5.3: To maintain public health and safety and ensure the orderly implementation of this comprehensive plan consistent with the levels of service contained herein, sanitary sewer, solid waste, drainage, and potable water facilities shall be in place and available to serve new development no later than the issuance of a certificate of occupancy. To ensure adequate water supplies and facilities available to serve new development consistent with this policy, the City shall consult with the applicable water supplier prior to the issuance of a building permit, as set forth in this policy [s. 163.3180(2)(a), F.S., effective July 1, 2005] and as follows:

- A. Prior to approval of a building permit or its functional equivalent, the City shall consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy.
- B. The City shall seek and obtain from the water supplier a written statement regarding the availability of water to serve the proposed development. The City shall consider information such as the current potable water demand, including capacity for approved projects not yet built, the amount of water necessary to meet the growth projections for the year; the amount of water withdrawals allowed and remaining through the consumptive use permit issued by the water management district; the capacity of available facilities; and any capital improvements schedule projects scheduled to come online during the development time frame of the project.
- C. If adequate water supplies and facilities cannot be demonstrated prior to the approval of a building permit, the developer, water supplier and/or the City shall certify whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy by the City.

All applications for future land use map amendments may be required to provide data and analysis consistent with Policy 9-1.5.3(b) to demonstrate that adequate water supply and adequate public water facilities will be available for future population water demand associated with the land use map amendment.

GOAL 9-2

Provide for a financially feasible public school facilities program.

OBJECTIVE 9-2.1 LEVEL OF SERVICE STANDARDS

The City of Daytona Beach Shores shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service standard. This level of service standard shall be consistent with the level of service standard adopted in the interlocal agreement entered into by the School Board and the local governments within Volusia County.

Policy 9-2.1.1: The level of service standard adopted by City of Daytona Beach Shores shall be applied consistently by all local governments within Volusia County and by the School Board district-wide to all schools of the same type.

Policy 9-2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level of service standards are set as follows using FISH capacity based on the traditional school calendar:

Elementary Schools: 115% of permanent FISH capacity for the concurrency service area

K- 8 Schools: 115% of permanent FISH capacity for the concurrency service area.

Middle Schools: 115% of permanent FISH capacity for the concurrency service area

High Schools: 120% of permanent FISH capacity for the concurrency service area

Special Purpose Schools: 100% of permanent FISH capacity

Policy 9-2.1.3: The following schools shall achieve the designated level of service no later than the identified date.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osceola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1, 2013
New Smyrna Beach Middle	122%	July 1, 2014

OBJECTIVE 9-2.2 SCHOOL CAPITAL FACILITIES PLANNING

The City of Daytona Beach Shores shall cooperate with the School Board to ensure existing deficiencies and future needs are addressed consistent with adopted level of service standards for public schools.

Policy 9-2.2.1: By December 1 of each year, the City of Daytona Beach Shores shall adopt as part of its Capital Improvement Element the Volusia County School District five year work program approved in September of each year as part of the School District budget including planned facilities and funding sources

to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five-year period.

Policy 9-2.2.2: The City of Daytona Beach Shores shall coordinate with the School Board and adopt development conditions to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

CHAPTER 11: PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES PUBLIC SCHOOL FACILITIES ELEMENT: This section stipulates the goals, objectives and implementing policies for the Public School Facilities Element pursuant to §163.3180

GOAL 11-1:

Collaborate and coordinate with the School Board of Volusia County to provide and maintain a public education system which meets the needs of Volusia County's current and future population.

OBJECTIVE 11-1.1: COORDINATION AND CONSISTENCY

The City of Daytona Beach Shores shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.

Policy 11-1.1.1: Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Daytona Beach Shores shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and the City of Daytona Beach Shores are based on consistent data.

Policy 11-1.1.2: At the time of transmittal of the Public Schools Facilities Element, the City of Daytona Beach Shores shall develop a report of projects not subject to school concurrency and submit the report to the School Board within thirty (30) days of transmittal. The report shall include the type, number and location of residential units that have received subdivision or site plan approval and provide a projected annual rate of growth for such projects.

Policy 11-1.1.3: The City of Daytona Beach Shores shall provide the representative of the School Board with copies of all meeting agendas and staff reports.

Policy 11-1.1.4: The City of Daytona Beach Shores shall meet at least annually with representatives from the School District and the other local governments in Volusia County to review the Public School Facilities Element including enrollment projects. The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.

OBJECTIVE 11-1.2: SCHOOL FACILITY SITING AND AVAILABILITY

The City of Daytona Beach Shores shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the comprehensive plan.

Policy 11-1.2.1: The City of Daytona Beach Shores shall coordinate with the School Board to assure that proposed public school facility sites are consistent with the applicable land use categories and policies of the comprehensive plan.

Policy 11-1.2.2: Coordination of the location, acquisition, phasing and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the

interlocal agreement.

Policy 11-1.2.3: The City of Daytona Beach Shores and School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing, operating and maintaining the required improvements.

Policy 11-1.2.4: The City of Daytona Beach Shores shall encourage the School Board to land bank sites for future use as school facilities. The City shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.

Policy 11-1.2.5: The City of Daytona Beach Shores shall protect schools and land banked school sites from the adverse impact of incompatible land uses within the City by providing the School District with the opportunity to participate in the review process for all proposed development adjacent to schools.

Policy 11-1.2.6: In developing capital improvements plans and programs for public services, the City of Daytona Beach Shores shall consider required infrastructure to service existing and proposed schools and any land banked school sites within the City.

OBJECTIVE 11-1.3 ENHANCE COMMUNITY DESIGN

The City of Daytona Beach Shores shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities in order to serve as community focal points and are compatible with surrounding land uses.

Policy 11-1.3.1: The City of Daytona Beach Shores shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.

Policy 11-1.3.2: The City of Daytona Beach Shores shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools within the City, to the extent feasible.

Policy 11-1.3.3: The City of Daytona Beach Shores shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the comprehensive plan's schedule of capital improvements and when planning and designing new or renovating existing, community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City specifying operating procedures and maintenance and operating responsibilities.

Policy 11-1.3.4: The City of Daytona Beach Shores shall reduce hazardous walking conditions consistent with Florida's safe ways to school program where feasible. In conjunction with the School Board, the City shall implement the following strategies:

1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools and shall connect to the neighborhood's pedestrian network.
2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school.
3. In order to ensure continuous pedestrian access to public schools, the City shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes.
4. The City shall coordinate with the Metropolitan Planning Organization to maximize the funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.

Policy 11-1.3.5: The City of Daytona Beach Shores and School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

OBJECTIVE 11-1.4: COORDINATE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT ORDERS WITH SCHOOL CAPACITY

Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School District.

Policy 11-1.4.1: The City of Daytona Beach Shores shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendments and other land use decisions including but not limited to developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.

Policy 11-1.4.2: Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.

Policy 11-1.4.3: Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Daytona Beach Shores shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided adequate mitigation to offset the inadequacies in anticipated school capacity.

GOAL 11-2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY

The City of Daytona Beach Shores shall assure the future availability of public school facilities to

serve new development consistent with the adopted level of service standards. This goal will be accomplished recognizing the School District's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the public school system. The City shall operate and maintain in a timely and efficient manner adequate public facilities for both existing and future populations consistent with the available financial resources.

OBJECTIVE 11-2.1: LEVEL OF SERVICE STANDARDS

The City of Daytona Beach Shores through coordinated planning with the School District and implementation of its concurrency management system shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

Policy 11-2.1.1: The level of service standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

Policy 11-2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area
4. High Schools: 120% of permanent FISH capacity for the concurrency service area
5. Special Purpose Schools: 100% of permanent FISH capacity

Policy 11-2.1.3: The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit the date noted in the table.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osceola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1, 2013
New Smyrna Beach Middle	122%	July 1, 2014

(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of Comprehensive Plan Goals, Objectives and Policies

the first five-year capital improvements program.)

Policy 11-2.1.4: The following schools shall be considered constrained schools at the designated LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	LOS
Burns-Oak Hill Elementary	115%
Coronado Elementary	115%
Samsula Elementary	165%

Source: Volusia County Interlocal Agreement

Policy 11-2.1.5: The City of Daytona Beach Shores and School Board recognize and agree that short-term changes in enrollment unrelated to new development approvals can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District's constitutional obligations regardless of the utilization levels at the assigned school.

Policy 11-2.1.6: If there is a consensus to amend any level of service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's comprehensive plan. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level of service standard shall be amended without showing that the amended level of service standard is financially feasible and can be achieved and maintained within the five years of the capital facilities plan.

OBJECTIVE 11-2.2: SCHOOL CONCURRENCY SERVICE AREAS

The City of Daytona Beach Shores shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level of service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.

Policy 11-2.2.1: The concurrency service area for elementary schools shall be the elementary school attendance boundary as represented on the map series "Public School Facilities Element Elementary School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 11-2.2.2: The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series "Public School Facilities Element Middle School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 11-2.2.3: The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map series "Public School Facilities Element K-8 Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by

reference. (Note: no K-8 schools have been established at this time.)

Policy 11-2.2.4: The concurrency service area for high schools shall be as represented on the map series “Public School Facilities Element High School Concurrency Service Areas” adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 11-2.2.5: The concurrency service area for special use schools shall be district wide.

Policy 11-2.2.6: The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.

Policy 11-2.2.7: Within the central concurrency service areas all current and future students shall be assigned to schools designated for them as part of the School District’s normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school’s concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. The school district shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.

Policy 11-2.2.8: Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a comprehensive plan amendment consistent with the Volusia County Charter provision 206 regarding school planning. The comprehensive plan amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and Section 206 of the Volusia County Charter. If the project area is to be annexed by a municipality, the comprehensive plan amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

Policy 11-2.2.9: Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level of service standards shall not exceed the level of service standard within the initial five-year planning period
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

OBJECTIVE 11-2.3: PROCESS FOR SCHOOL CONCURRENCY IMPLEMENTATION

In coordination with the School Board the City of Daytona Beach Shores will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Daytona Beach Shores shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level of service standards for public schools.

Policy 11-2.3.1: School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3.

Policy 11-2.3.2: Development orders may be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.
2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District shall determine where the impacts of development shall be allocated based on the School District policies for student assignment.
3. The developer executes a legally binding commitment with the School Board and City of Daytona Beach Shores to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property as provided by Objective 2.4 and its supporting policies.

Policy 11-2.3.3: The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.
2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency.
3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School District.
4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years.
5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy 11-2.3.4: The creation of subdivisions and/or single family lots equal to or less than ten units

shall be subject to school concurrency as part of an annual concurrency management review. The City of Daytona Beach Shores shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.

Policy 11-2.3.5: ~~By February 1, 2008 the~~ The City of Daytona Beach Shores shall ~~adopt a~~ maintain school concurrency ~~ordinance~~ regulations which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.

Policy 11-2.3.6: The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school within the affected concurrency service area consistent with the adopted level of service. The School Board may issue a certificate of school concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.

Policy 11-2.3.7: If the adopted level of service standard cannot be met within a particular concurrency service area as applied to an application for development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations:

1. Areas established for diversity at schools shall not be considered contiguous.
2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students requiring a transport time of fifty minutes one way as determined by School District transportation routing staff.
3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, water body, or interstate highway that requires indirect transport of students through a third concurrency service area. (Refer to graphic examples.)
4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones including modification of existing attendance zone boundaries or creation of island zones.
5. Student transportation not in conformance with the conditions established in items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that School Board shall deem appropriate for the specific circumstances of an individual student.

Policy 11-2.3.8: If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand:

1. Construct new school facilities
2. Construct additions to current facilities
3. Adjust program assignments to schools with available capacity
4. Modify attendance boundaries to assign students to schools with available capacity
5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.

OBJECTIVE 11-2.4: PROPORTIONATE SHARE MITIGATION

The City of Daytona Beach Shores shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible work program.

Policy 11-2.4.1: In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.

Policy 11-2.4.2: Mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level of service standards.

Policy 11-2.4.3: Mitigation shall be directed to projects on the School Board's financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Daytona Beach Shores, and the applicant which shall be executed prior to the City of Daytona Beach Shores issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.

Policy 11-2.4.4: The applicant's total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board's current cost per student station plus land cost for each type of school. The applicant's proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar for dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs.)

Policy 11-2.4.5: The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.

Policy 11-2.4.6: The cost per student station shall be the most recent actual costs per student station, and capitalization costs if applicable, paid by the School Board for the equivalent school facility.

Policy 11-2.4.7: Mitigation options must consider the School Board's educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following:

1. Donation of buildings for use as a primary or alternative learning facility

2. Renovation of existing buildings for use as learning facilities
3. Funding dedicated to, or construction of permanent student stations or core capacity
4. For schools contained in the School Board's adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program
5. Dedication of a school site as approved by the School Board
6. Up front lump sum payment of school impact fees
7. Up front payment of interest and other costs of borrowing
8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements
9. Payment of transportation costs associated with the movement of students as a result of overcapacity school
10. Funding assistance with acquisition of school site
11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity,
12. Establishment of an educational facilities benefit district
13. Establishment of educational facilities mitigation banks

OBJECTIVE 11-2.5: CAPITAL FACILITIES PLANNING

The City of Daytona Beach Shores shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for schools.

Policy 11-2.5.1: In accordance with the adopted interlocal agreement the City of Daytona Beach Shores shall collaborate with the School Board in locating required school sites as identified in the School Board's five, ten and twenty year capital facilities plan.

Policy 11-2.5.2: The City of Daytona Beach Shores shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

Policy 11-2.5.3: By December 1 of each year, the City of Daytona Beach Shores shall adopt as part of its Capital Improvement Element the Volusia County School District five year work program approved in September of each year as part of the School District budget including planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five-year period.

March 14, 2024

RESPONSE VIA E-MAIL ONLY

Mr. Stewart Cruz, AICP
Director
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32118

Subject: Daytona Beach Shores Evaluation and Appraisal Notification Letter

Dear Mr. Cruz:

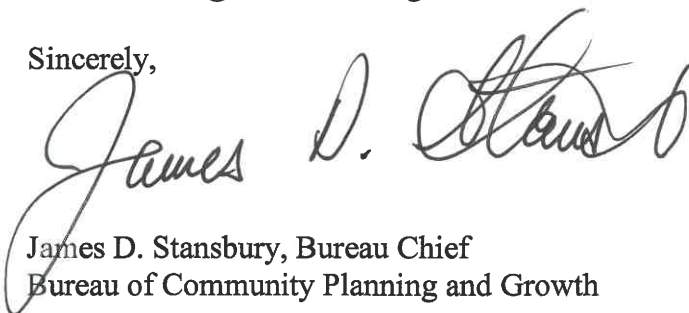
This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on January 1, 2024 and received by the Department on March 12, 2024.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by March 12, 2025, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the **State Coordinated Review Process** as outlined in Section 163.3184(4), Florida Statutes. Please also be aware that Section 163.3191, F.S. was amended to read in **part** **“updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.”**

I am available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850)717-8512.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)71-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh



City of Daytona Beach Shores

**Office of the Director
Department of Community Services
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5361
Fax (386) 763-5370**

March 12, 2024

Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth
Florida Department of Commerce
107 East Madison Street
Tallahassee, FL 32399

**RE: Evaluation & Appraisal Report Notification
City of Daytona Beach Shores, Volusia County**

Dear Ms. Harris:

Pursuant to Section 163.3191(1), Florida Statutes (F.S.), this letter to notify you that the City of Daytona Beach Shores has completed an evaluation of its Comprehensive Plan to determine if plan amendments are necessary to reflect changes in state requirements since the last plan update. The City has determined that a plan amendment is necessary to update the planning horizon pursuant to Section 163.3177(5), F.S. The City intends to transmit the appropriate amendment upon completion in accordance with the requirements of Section 163.3191(2), F.S. If you have any questions or comments please feel free to contact me at your earliest convenience.

Sincerely,

Stewart Cruz, AICP
Community Services Director

CC: Kurt Swartzlander, City Manager
Cheri Schwab, City Clerk

	PLANNING ANALYSIS
SUBJECT:	Ordinance 2025-01: EAR-based Comprehensive Plan Amendments
LOCATION:	Citywide
PROPERTY OWNERS:	NA
APPLICANT:	City of Daytona Beach Shores, Volusia County
STAFF CONTACT:	Stewart Cruz, AICP, Community Services Director

I. INTRODUCTION/BACKGROUND

Florida growth management legislation requires local governments to maintain a comprehensive plan that provides the policy foundation for local planning and land use decisions.

Pursuant to Section 163.3191(1), Florida Statutes, at least once every seven (7) years, local governments are required to evaluate and appraise their land use comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan and notify the state land planning agency as to its determination. The result of this evaluation and appraisal report (EAR) may lead to EAR-based comprehensive plan amendments.

On March 12, 2024, the City of Daytona Beach Shores notified the state land planning agency, the Florida Department of Commerce (FDC), that the City intends to transmit the appropriate amendments in accordance with Sec. 163.191(2), Florida Statutes.

In accordance with Section 163.3191(2), Florida Statutes, the City is transmitting the plan amendments to the FDC and other state review agencies for a State Coordinated Review per Sec. 163.3184(4), Florida Statutes. Per Volusia Growth Management Commission (VGMC) Rules, the amendments will also be transmitted for VGMC review. The deadline for transmittal is March 12, 2024.

II. BACKGROUND

The primary purpose of the Comprehensive Plan is to provide a guide for growth and development while also preserving environmental features and community character of the area through the City's goals, objectives, and policy guidelines that describe how land-use

decisions should be made on a day-to-day basis, along with a future land use map to show what type of land use is desirable within the City's current boundary. The Comprehensive Plan is a blueprint for future commercial and residential land uses, housing, conservation, and cultural and recreational amenities. An essential component of the Comprehensive Plan is to identify the new infrastructure and growth demands needed to support the community's future physical and economic development.

III. ANALYSIS DISCUSSION

Methodology

To inform the 2025 Daytona Beach Shores Evaluation and Appraisal Report (EAR) Comprehensive Plan Update, staff reviewed the Comprehensive Plan Update (2030) relative to changes in state law since the 2017 adoption of the most recent EAR comprehensive plan amendments. **Exhibit III.A** attached to this report provides a summary of the analysis, which concludes no changes are required as a result of new changes in state statute since 2017.

Additionally, staff developed a Data, Inventory and Analysis Report (**Exhibit III.B**) to determine whether the comprehensive plan's technical basis for existing policies still remain. Typically, when trends in the built, natural and economic environments change, amendments become necessary to reflect said changes.

Summary

Based on the above methodology, staff's analysis revealed several items had to be amended and update per state law. However, changes in the built, natural and economic environment have not substantially changed to require major changes in the comprehensive plan. Below is a summary of the 2025 EAR-based comprehensive plan amendments proposed.

1. Extending the comprehensive plan planning horizon to the year 2045.
2. Chapter 1-Future Land Use Element: (a) Minor Housecleaning text amendments, including, but not limited to, references to the new planning horizon. (b) Policy 1-1.4.2: Including off-beach parking lots as a permitted use in the Public/Quasi-Public Land Use Category.
3. Chapter 5-Coastal Management Element: (a) Minor Housecleaning text amendments. (b) Policy 5-1.1.1: Amend policy to remove outdated community redevelopment area off beach parking reference and replace with commitment to maintain existing city off-beach parking spaces. (c) Policy 5-1.3.1: Amend policy to promote the development of a beach management plan that accounts for long-term community resiliency and the protection of uplands. (d) Policy 5-1.7.4: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange. (e) Policy 5-1.11.1: Update to include increase in boat slips subject to additional boat slip entitlements via the voluntary annexation process per Sec. 171.044, Florida Statutes.

4. Chapter 9-Capital Improvements Element: (a) Update the Daytona Beach Shores 5-Year Capital Improvement Plan per Sec. 163.3177(3)(b), Florida Statutes. (b) Update the Volusia County School District Five-Year Work Program per the Volusia County School District Interlocal Agreement. (c) Policy 9-1.3.1: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange.
5. Chapter 11-Public School Facilities Element: (a) Minor Housecleaning text amendments.

VI. STAFF RECOMMENDATION

Staff recommends approval as presented.

EXHIBIT III.A

Statutory Changes to the Community Planning Act 2016-2022					
ID	Year	Ft. Statute	Summary	Comment	Finding
1	2016	163.3177	Removes language in subsection (6)(a)11., requiring local governments to transmit comprehensive plan updates or amendments to address compatibility of lands adjacent to or closely proximate to existing military installations or lands adjacent to an airport to the state land planning agency by June 30, 2012	No military installations nerby.	N/A
2	2016	163.3175	Modifies subsection (7) to state that a representative of a military installation is not required to file a statement of financial interest pursuant to section 112.3145, F.S., solely due to his or her service on the local government's land planning or zoning board.	Qty has no miliary installations.	N/A
3	2016	163.3175	Amends language of subsection (2)(c) pursuant to changes in section 380.06, F.S., to require a state coordinated review of plan amendments that approve Development of Regional Impact-sized proposed developments; no substantive change. • Adds subsection (5)(e)3 to provide direction that when an administrative law judge issues an order recommending that a plan amendment be found in compliance, the recommended order becomes the final order 90 days after issuance unless the state land planning agency issues a final order finding the amendment in compliance, refers the recommended order to the Administration Commission, or all parties consent in writing to an extension of the 90- day period. • Amends subsection (7)(d), for plan amendment challenges that are subject to mediation or expeditious resolution, to provide that when an administrative law judge issues a recommended order finding an amendment in compliance, except where the parties agree or there are exceptional circumstances, the state land planning agency must issue a final order within 45 days after issuance of a recommended order. If the final order is not issued in 45 days, the recommended order finding the amendment in compliance becomes the final order	Acknowledged.	No CPA required
4	2016	163.3245	Modifies subsection (1) to reduce the minimum amount of total land area required for a sector plan from 15,000 acres to 5,000 acres.	Acknowledged.	No CPA required
5	2018	163.3221	Amends the definition of "development" within subsection (4)(b) to exclude work by electric utility providers on utility infrastructure on certain rights-of-way or corridors and the creation or termination of distribution and transmission corridors.	Acknowledged.	No CPA required
6	2018	163.3245	* Updates statutory cross references within subsection (3)(e) and subsection (12). • Revises subsection (6) to amend the requirements associated with a master development approval.	Acknowledged.	No CPA required
7	2018	163.3246	Updates the Local Government Comprehensive Planning Certification Program to modify language of subsections (11), (12), and (14) referencing Developments of Regional Impact.	Acknowledged.	No CPA required
8	2018	163.3164	Renumbers existing subsections (31) through (51) as (32) through (52) and adds a new subsection (31) to define "master development plan" or "master plan".	Acknowledged.	No CPA required
9	2019	163.3177	Updates statutory reference related to affordable workforce housing within subsection (6)(f).	Acknowledged.	No CPA required
10	2019	163.318	Revises the section's title. • Amends language of paragraphs (a) through (d) of subsection (3) to clarify the local government responsibilities related to impact fees. • Adds new paragraphs (e) through (i) to subsection (3) to amend the minimum requirements for the adoption of impact fees by specified local governments and note restrictions to the allowable uses of those impact fees. • Adds a new subsection (6), which exempts water and sewer connection fees from the Florida Impact Fee Act	Acknowledged.	No CPA required

11	2019	163.3175	Redesignates existing paragraphs (i) through (n) of subsection (2) as paragraphs (j) through (o). • Adds new paragraphs (i) and (p) to subsection (2) to specify additional local governments that must coordinate with certain military installations regarding the compatibility of land development.	No military installations nearby.	N/A
12	2019	163.3209	Removes language requiring local government approval of a property owner's request for electric utilities to perform certain right-of-way vegetation and tree maintenance.	Acknowledged.	No CPA required
13	2019	163.3187	Removes subsection (1)(b), which specified the cumulative annual acreage maximum of adopted small-scale comprehensive plan amendments.	Acknowledged.	No CPA required
14	2019	163.3167	Amends subsection (3) to require local governments that have adopted comprehensive plans after January 1, 2019 to incorporate into their comprehensive plans development orders that existed before the comprehensive plan's effective date.	Acknowledged.	No CPA required
15	2019	163.318	Amends subsection (5)(i) to clarify compliance requirements for a mobility fee-based funding system. • Revises subsection (6)(h)2.b. to require a local government to credit certain contributions, constructions, expansions, or payments toward any other impact fee or exaction imposed by local ordinance for public educational facilities and provides the requirements for the basis of that credit	Acknowledged.	No CPA required
16	2019	163.318	Amends subsection (3) to add minimum conditions that certain impact fees must satisfy. • Renumbers existing subsections (4) and (5) as subsections (6) and (7). • Adds a new subsection (4) to require local governments to credit against the collection of an impact fee any contribution related to public education facilities. • Adds subsection (5) so that if a local government increases its impact fee rates then the holder of impact fee credits is entitled to the full benefit of the intensity or density of the credit balance as of the date it was established and renumbers subsequent subsections. • Amends renumbered subsection (7) to provide that in certain actions, the local government has the burden of proving by a preponderance of the evidence that the imposition or amount of certain required dollar-for-dollar credits for the payment of impact fees meets certain requirements and prohibits the court from using a deferential standard for the benefit of the government. • Adds subsection (8) to authorize a local government to provide an exception or waiver for an impact fee for the development or construction of affordable housing, and in doing such is not required to use any revenues to offset the impact. • Adds subsection (9) to clarify that this section does not apply to water and sewer connection fees.	Acknowledged.	No CPA required
17	2019	163.3202	Adds paragraph (j) to subsection (2) to require preexisting development orders to be incorporated into local land development regulations.	Acknowledged.	No CPA required
18	2019	163.3215	Amends subsection (8)(a) to provide that either party is entitled to a certain summary procedure in certain court proceedings. • Adds subsection (8)(b) clarifying how a court may find a summary procedure does not apply. • Adds subsection (8)(c), which provides that a prevailing party in a challenge to certain development orders can be entitled to recover certain fees and costs.	Acknowledged.	No CPA required

19	2020	163.3178	Amends subsection (2)(k) to update statutory references. • Revises paragraphs (b) and (c) within subsection (8) to remove outdated deadlines.	Acknowledged.	No CPA required
20	2020	163.3177	Amends subsections (3) and (4) to allow a local government to adopt an ordinance allowing accessory dwelling units to be located in any area zoned for single family residential use and removes the requirement that the ordinance be conditioned upon a finding that there is a shortage of affordable rentals within the jurisdiction	Acknowledged.	No CPA required
21	2020	163.318	Adds subsection (10) and supporting paragraphs (a) through (e) to address the data on impact fee charges that must be reported in an annual financial report by a county, municipality, or special district.	Acknowledged.	No CPA required
22	2020	163.318	Amends subsection (3)(d) to specify that a new or increased impact fee may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such an impact fee unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant. • Amends subsection (4) to clarify that a local government must provide credit against the collection of an impact fee of any contribution related to public education facilities regardless of any charter provision, comprehensive plan policy, ordinance, or resolution. • Renumbers existing subsections (8) and (9) as subsections (9) and (10). • Adds a new subsection (8) that sets forth the provisions by which impact fee credits are assignable and transferable and rennumbers subsequent subsections.	Acknowledged.	No CPA required
23	2020	163.3168	Adds subsection (4) providing guidance to the state land planning agency when selecting applications for technical assistance funding to give preference to counties with a population of 200,000 or less, and to municipalities located within such counties, in determining whether the area in and around a proposed multiuse corridor interchange as described in section 338.2278, F.S., contains appropriate land uses and protections and aiding in amending a comprehensive plan to provide such appropriate land uses and protections	Acknowledged.	No CPA required
24	2020	163.318	Amends subsection (2) to alter the governmental entity that approves onsite sewage treatment and disposal systems from the Department of Health to the Department of Environmental Protection	Acknowledged.	No CPA required
25	2021	163.3162	Reenacts subsection (2)(b) to provide a definition for "Farm operation."	Acknowledged.	No CPA required
26	2021	163.3163	Reenacts subsection (3)(b) to provide a definition for "Farm operation."	Acknowledged.	No CPA required
27	2021	163.318	Adds a new subsection (3) to define "Infrastructure" and "Public facilities." • Renumbers existing subsections (3) through (11) and rewords existing subsections (3), (5), (6), (8), and (11) for clarity. • Amends existing subsection (4) to provide additional regulations pertaining to impact fee credits. • Adds a new subsection (6), which prescribes the circumstances under which impact fees may be increased, sets forth limitations on those fee increases, and notes that this section applies retroactively to January 1, 2021.	Acknowledged.	No CPA required
28	2021	163.3168	Repeals existing subsection (4) that directed the state land planning agency to give preference when selecting applications for funding for technical assistance to counties with a population of 200,000 or less, and to municipalities within those counties, for assistance in determining whether the area in and around a proposed multiuse corridor interchange contains appropriate land uses and natural resource protections and amending a comprehensive plan to provide for such land uses and protections.	Acknowledged.	No CPA required

29	2021	163.3205	Creates section 163.3205, F.S., which applies to sites that are subject to an application to construct a solar facility submitted to a local government on, or after, July 1, 2021, to encourage renewable solar electrical generation, define “solar facility”, and set forth an allowance for solar facilities in all agricultural land use categories in a local government comprehensive plan and all agricultural zoning districts in an unincorporated area.	Acknowledged.	No CPA required
30	2021	163.3167	Amends subsection (3) to clarify that requirements pertaining to development orders and their incorporation and interaction with comprehensive plans are specifically related to plans for municipalities incorporated after January 1, 2016.	Acknowledged.	No CPA required
31	2021	163.3177	Adds subsection (6)(i) which requires each local government to include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. The statute also provides a statement of rights local governments may adopt in order to meet these requirements.	City's Comprehensive Plan is currently in compliance.	No CPA required
32	2021	163.3237	Amends this section to allow a party to a development agreement and a local government to amend or cancel a development agreement without consent of other affected property owners unless the amendment or cancellation will modify the allowable uses or entitlements on such owner's property.	Acknowledged.	No CPA required
33	2021	163.3202	Adds new subsection (5) to specify that land development regulations relating to building design elements may not be applied to a single-family or two-family dwelling except under certain listed conditions.	Acknowledged.	No CPA required
34	2021	163.3167	Revises subsection (5) to allow landowners with a development order approved before the municipality was incorporated to abandon said development order and develop the order's vested density and intensity as long as the vested uses, density, and intensity are consistent with the municipality's comprehensive plan and all existing concurrency obligations in the development order remain in effect.	Acknowledged.	No CPA required
35	2021	163.3187	Amends subsection (1)(a) to increase the small-scale development amendment limit to 50 acres or fewer. • Revises subsection (3) pertaining to small-scale development amendments for sites within a rural area of opportunity to allow a 100 percent increase to the 50-acre acreage limit now included in subsection (1)(a).	Acknowledged.	No CPA required
36	2022	163.3205	• Creates 163.32051, which provides legislative findings regarding floating solar facilities. • Defines the term “floating solar facility.” • Requires a floating solar facility to be a permitted use in the appropriate land use categories and requires local governments to amend their land development regulations to promote expanded uses of floating solar facilities. • Authorizes a county or municipality to specify buffer and landscaping requirements, which may not exceed the requirements for similar uses involving the construction of other solar facilities permitted in agricultural land use categories and zoning districts. • Provides exceptions to the construction of floating solar facilities in an Everglades Agricultural Area reservoir project if it is determined to have negative impacts on the project.	Acknowledged. The City will amend its Land Development Code accordingly.	No CPA required
37	2022	163.318	Amends subsection (6)(h)2. to revise provisions specifying when school concurrency is deemed satisfied. • Requires the district school board to notify the local government that capacity is available for development within 30 days after receipt of the developer's legally binding commitment. • Specifies that any proportionate-share mitigation directed toward a school capacity improvement not identified in the 5-year school board educational facilities plan must be set aside and not spent until such an improvement has been identified.	Acknowledged.	No CPA required
38	2022	163.3175	Amends paragraph (n) subsection (2) to update two military base names to Patrick Space Force Base and Cape Canaveral Space Force Station, associated with Brevard County and Satellite Beach.	Acknowledged.	No CPA required
39	2022	163.3178	Reenacts Subsections (2)(k), (5), and (6) to incorporate the amendment made to Section 311.09 by Chapter 2022-204, Laws of Florida, adding Putnam County to the Florida Seaport Transportation and Economic Development Council.	City is in Volusia County.	No CPA required

DAYTONA BEACH SHORES COMPREHENSIVE PLAN EVALUATION & APPRAISAL REPORT 2025 FLU DATA, INVENTORY & ANALYSIS



Cruz, Stewart, AICP

COMMUNITY SERVICES DIRECTOR 2990 S. Atlantic Avenue Daytona Beach Shores, FL 32118

Introduction

Pursuant to the requirements of Chapter 163 of the Florida Statutes, the Future Land Use Element consists of data, inventory and analysis (DIA) that informs the overarching goals, objectives, and policies that will guide the growth and development of the City of Daytona Beach Shores. The City's existing land uses, vacant land, build-out potential, natural resources, historic resources, and population projections were evaluated and analyzed to update the City's planning horizon and review goals objectives and policies, which will shape how the City will grow in the next 20 years. The 2045 Future Land Use Map (FLUM) is provided as a regulatory tool to direct future development. Maps, as referenced herein, are available in the Map Series, following the Introductory Chapter of the Plan.

Geography

The City of Daytona Beach Shores is a small coastal residential retirement and resort community located on the Central Atlantic Peninsula in eastern Volusia County. It is an elongated narrow City that stretches north and south along the Atlantic Ocean for approximately 5.5 miles. In most places, measuring east to west, it is less than 1,000 feet wide. The City's total land area is approximately 0.9 square miles, and it is bordered by Daytona Beach, Port Orange and unincorporated Volusia County.

Demographics and Income

Table 1 below depicts the historical population for Daytona Beach Shores from 1980 to 2020. According to the 2020 Census, the permanent residential population of Daytona Beach Shores was 5,179. From 2010 to 2020 Daytona Beach Shores experienced an 18% increase in total population, which translates to an average annualized growth rate of 1.8% each year.

Table 1: Historical Population Counts

Year	Daytona Beach Shores (DBS)	Volusia County (VC)	Percent of DBS Population in VC	Change In DBS Population
1980	1,324	258,762	0.51%	
1990	2,335	370,737	0.63%	43.3%
2000	4,229	443,343	0.95%	44.8%
2010	4,247	494,593	0.86%	0.4%
2020	5,179	553,543	0.94%	18.0%

Source: US Census Bureau Decennial Census, 1980, 1990, 2000, 2010, 2020

Although most of the high-rise development on the oceanfront occurred between 1970 and 2010, the recent population growth found in the 2020 Census was probably not

attributed to new development but instead, the higher occupancy rate in 2020 (47.5%), compared to 2010 (40.7%), is probably the key reason for the increase in population. In 2010, the city had 2,428 separate households with a small average household size of 1.8 persons. The total number of housing units in 2020 was 3,012 and the average household size was 1.6 persons.

Racially, Daytona Beach Shores is a very homogenous City, similar to Volusia County as a whole. In 2020, the city was 88.9% percent white, and Volusia County was 86.1% white. However, the population of Daytona Beach Shores is much older than Volusia County as a whole. The median age in Daytona Beach Shores in 2020 was 64.8 years, while Volusia County's median age was 46.8 years.

The income of Daytona Beach Shores' residents is also much higher than Volusia County residents. In 2020, the median household income in Daytona Beach Shores was \$70,911 while the collective median household income of Volusia County was \$66,273.

LAND USE ANALYSIS

Existing Land Use Conditions

To better guide and direct future land uses within the City of Daytona Beach Shores, it is necessary to first gain an understanding of present land use patterns. The City of Daytona Beach Shores covers approximately 0.9 square miles. Existing land use data retrieved in January 2025 from the Volusia County Property Appraiser underwent review by the City of Daytona Beach Shores staff and provided insight into the current land use conditions and development patterns of the City. To provide a basis for analysis, these existing land uses have been further grouped into the following distinct categories*:

Commercial: Business properties such as supermarkets, shopping centers, office buildings, medical centers, financial institutions, stores, etc., which are intended to operate for profit.

Hotel/Motel/Timeshare: Properties with for profit businesses that offer tourist accommodations and are not intended for long term occupancy. These businesses include traditional hotels, motels, timeshares and other tourist accommodations but exclude short term vacation rentals on residential properties.

Mixed Use: Properties with a combination of residential and commercial or other land uses.

Public/Quasi-Public: (1) All property owned by or leased to the government entities or (2) properties which are not strictly commercial, industrial, agricultural, or residential, but which serves some public purpose, even if privately owned, such as churches.

Recreation: Properties used for golf courses and tourist attractions such as miniature golf courses.

Residential: Properties with single-family homes, duplexes, assisted living facilities, multifamily apartments and residential condominiums wherein permanent residential occupancy is intended.

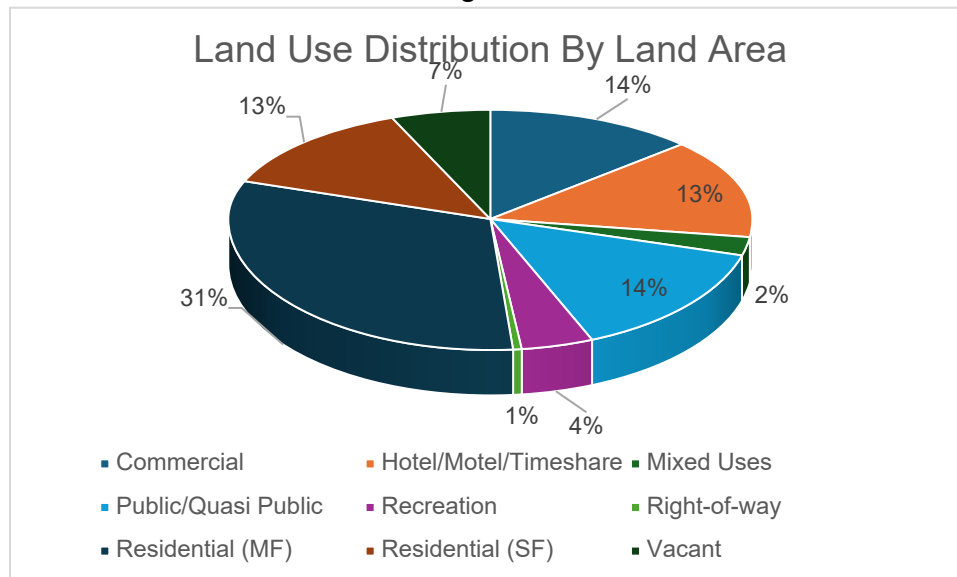
Right of Way: Includes property such as right-of-way, water features utilities, submerged land, etc.

Vacant: All properties without physical improvements, including vacant government, commercial, residential and other properties.

*Note: Existing Land Use analyzes what is identified “on the ground” as of the date of the data acquisition and does not reflect Future Land Use which is analyzed separately in Future Land Use Designations and Analysis.

A summary of the existing Daytona Beach Shores land use distribution by land area is displayed in Figure 1 below.

Figure 1



Existing Land Use Distribution Analysis

According to the Urban Land Institute (ULI), when determining a balanced land use ratio, context matters as there is no ideal land use ratio but instead, local factors such as population, density, transportation access, existing land use patterns and economic viability drive local land uses in each specific community. However, the ULI does provide

examples of a balanced ratio for utilization as a guide. The ULI land use distribution guide offers a distribution as follows: 60% residential, 30% commercial and 10% open space.

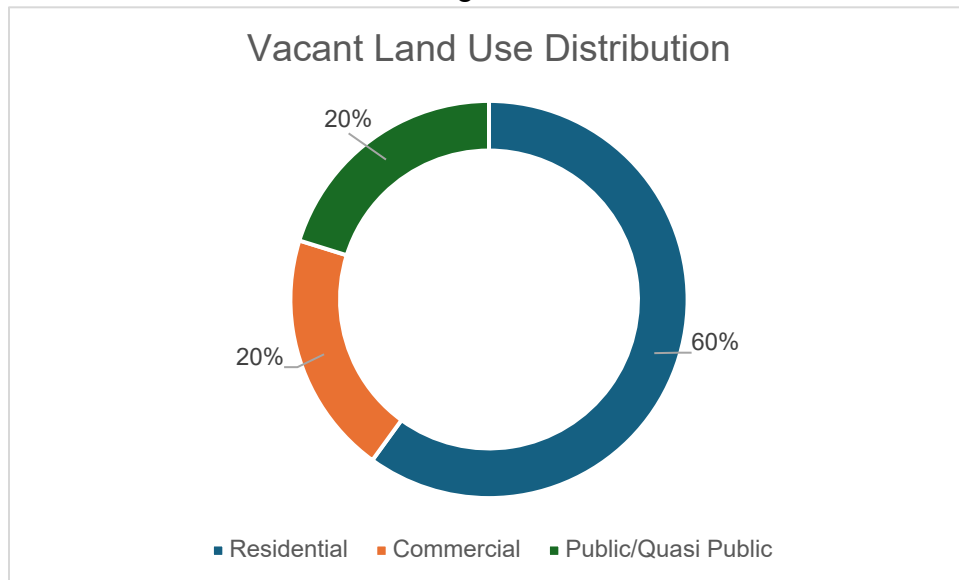
As seen in Figure 1 above, the major land uses by area within the city are multifamily residential (31%), commercial (14%), public/quasi-public (14%), hotel/motel/timeshares (13%) and then single-family residential (13%). Together residential land uses account for 44% of the land area within the city. Based on this distribution, it is clear Daytona Beach Shores is a community dominated by residential land uses followed by commercial/hotel (27%) land uses patterns. This land use distribution is very close to the ULI guide. As expected for a coastal urban area where residential and tourist accommodations are dominant, lands for agriculture and industrial uses are nonexistent.

With a permanent 2020 permanent residential population of 5,179 and unit occupancy rate of 45.5% the city currently has an excess housing supply for permanent residential population. Considering by the year 2045 only 943 people will be added to the city's permanent residential population and the city's 2020 residential housing units totaled 3,012, even with no future residential development, the city's housing permanent resident supply will exceed its demand in 2045 as over 1,500 units are currently available for permanent residential occupation. Much of the additional housing units are presumed to occupy the short-term rental and/or second home market, which will aid local commerce.

Vacant Land Analysis

An analysis of vacant land was conducted using the Volusia County Property Appraiser January 2025 Existing Land Use data. Based on this analysis, the city's total area classified as "vacant" is comprised of 41.6 acres or 7% of the total land area. It is important to note that some of these parcels may be in the development process, while others may be owned by various government entities, etc., and therefore actual vacant land supply may be less than reported at present. The city's vacant land distribution is shown in Figure 2 below.

Figure 2



With only 41.6 acres of vacant land, of which 20% is reserved for government use, the City of Daytona Beach Shores is approaching full build-out. Despite this, there is still potential for future development, redevelopment, and growth. To understand the type of impact these vacant lands could have on the cityscape if eventually developed, it is useful to view their Future Land Use entitlements. In the case of Daytona Beach Shores, the future land use entitlements on vacant properties remain unchanged and are consistent with the current zoning entitlements.

POPULATION PROJECTIONS & FUTURE GROWTH

Population and Growth Trends

Projected population is the driving force behind the City's future facility needs, housing supply and demand, and land use requirements. This population analysis is a major consideration in preparing future land use designations and each of the Comprehensive Plan element's goals, objectives, and policies. Future population estimates for the city identify the amount of residential land and development density allocations that will be necessary to accommodate the city's growth.

According to the 2020 US Census, the official population of permanent residents in the city was 5,179 residents. This is a growth of 932 persons (18% growth rate) since the 2010 recorded census population. This change in population equates to an annualized average population growth rate of 1.8% during this period.

Daytona Beach Shores is landlock and therefore can only grow horizontally through voluntary annexation of county properties per Sec. 171.044, Florida Statutes. Since the last EAR based comprehensive plan update in 2017, the city has annexed 17 residential properties (4.35 acres) as seen in Table 2 below. With a 2020 average household size of 1.6 people, this recent annexation could produce an additional 27 permanent residents. However, because only a small percentage of these homes have been homesteaded and adjacent county properties limit vacation rentals on residential properties in this vicinity, it is expected that the additional units annexed will add to the city's short term rental supply.

Table 2

PROPERTIES ANNEXED INTO DAYTONA BEACH SHORES 2017-2024				
Ord #	Property Address	Parcel No.	Property Size (Acreage)	Number of Residential Units
18-06	3036 Peninsula Dr	5334-02-02-0161	0.42	1
21-03	2924 Speninsula dr	5327-09-00-0200	0.23	1
21-12	104 Broad Avenue	5335-03-05-0240	0.3	1
22-02	3102 Liberty Street	5334-02-08-0010	0.78	1
22-03	6 Carter Terrace	5334-00-02-0190	0.22	1
22-16	2822 S Atlantic Avenue	5327-05-00-0980	0.33	1
22-18	3615 Cardinal Blvd	6302-05-10-0111	0.11	1
22-19	105 Broad Avenue	5335-05-00-0260	0.21	1
23-04	3038 S Peninsula	5334-02-02-0160	0.4	1
23-05	3040 S Peninsula	5334-02-02-0130	0.52	1
24-05	3215 La Paloma Avenue	5335-01-05-0240	0.14	1
24-08	3635 Cardinal Blvd	6302-05-09-0041	0.24	4
24-09	129 Esmeralda Avenue	5335-01-05-0360	0.18	1
24-10	110 Van Avenue	5334-02-05-0020	0.27	1
	Total		4.35	17

It is expected the stated annexation trend will continue at a similar rate over the planning horizon due to Volusia County's current short term rental regulations. However, the annexation of county properties into the city will not increase housing demand as the properties come occupied with residential structures, typically ready for occupancy.

Projection and Methodology

Historical population counts from 1980 through 2020 were collected and analyzed from the US Census. However, due to the inconsistent growth rates during that period, staff elected not to utilize this sole method for the following reasons: (1) During the development boom from 1980 to 2000 the average growth rate was 44%, which is an unsustainable rate by most accounts; (2) Between 2000 and 2010, the city's growth rate

was less than one percent. This too is considered an unsustainable growth rate and is attributed to the housing crisis and global economic Great Recession.

Instead, population projections for the City of Daytona Beach Shores were calculated using the following methodology:

1. Analyzed the Daytona Beach Shores to Volusia County population historical ratio from 2000-2020. This yielded an average population ratio of 0.92%.
2. Analyzed the BEBR (2023) Daytona Beach Shores to Volusia County projected population ratio from 2020 to 2025. This yielded an average projected population ratio of 0.88%.
3. The above referenced BEBR average projected population ratio was utilized due to its lower and more conservative factor. This ratio was applied to the BEBR (2023) projected Volusia County population for the years 2030, 2035, 2040 and 2025.

The results of the Daytona Beach Shores population projections utilizing the above methodology yielded the below table depicting that the city population would only grow to 6,122 by the year 2045, which equates to 943 additional permanent residents.

Table 3

DBS Population Projections, 2025-2045		
Year	DBS*	** Volusia County
2025	5,251	598,900
2030	5,552	630,900
2035	5,783	657,200
2040	5,972	678,600
2045	6,122	695,700

Sources: *Based on historical population ratio between DBS and VC; ** Based on the BEBR Projections of Florida Population by County, 2025-2050, with Estimates for 2023

Future Land Use Designations and Analysis

The 2045 Future Land Use Map ("FLUM") designates future land uses within the existing Daytona Beach Shores city limits through the 2045 planning horizon. The city is not proposing any changes to the current FLUM series as the analysis contained in this DIA demonstrate that no changes are necessary due to an excess housing supply relative to low projected future growth and a healthy mixture of land distribution matching the future land use entitlements.

Build Out Analysis

To better understand the current level of development potential and the ability of the City of Daytona Beach Shores to accommodate the growth that is expected, a build out analysis was performed utilizing the currently adopted FLUM and vacant lands. Maximum densities and intensities will remain the same for each future land use designation because as noted elsewhere in this DIA, the land use distribution is compatible with the ULI land use distribution guide and the anticipated future residential population is less than the current surplus of housing supply.

NATURAL RESOURCES INVENTORY

Floodplains

Because the City of Daytona Beach Shores is in the Coastal Zone, it is subject to coastal and/or tidal flooding associated with tropical storms, hurricanes, and other storm and tidal events. Less than one percent of the city is within the 100-year floodplain (special flood hazard area). These properties located in the 100-year floodplain have a one percent chance of flooding hazard. Despite this, the city continues to remind all property owners through its flood management outreach programs that, even if not located in a special flood hazard area, localized flooding can occur on properties. Additionally, the city participates in the National Flood Insurance Program/Community Rating System, which due to the city's participation and flood management programs, currently provides a 25% flood insurance discount to flood insurance policy costs.

Air Quality

Air quality sampling is the responsibility of the Florida Department of Environmental Protection (FDEP). FDEP does not presently monitor air quality in Daytona Beach Shores area on a regular or periodic basis. The nearest air quality monitoring station is within Daytona Beach. Pollution generated from commercial and industrial developments within and adjacent to the city is not anticipated to adversely affect the air quality of the city. However, fugitive dust particles and smoke from land cleared for development from mainland areas may occasionally be experienced by the community. Additional but unseen air pollution in city may be attributed to automobile and other fossil fuel emissions from the area.

Mineral Resources

The city has no mining operations for rock or mineral resources. There are no borrow pit areas. There are also no timbering operations within the city.

Soils and Topography

Knowledge of the types of soil present in Daytona Beach Shores is important in assessing the limitations that must be done to develop a site. The United States Department of

Agriculture (USDA) Natural Resources Conservation Service (NCRS) provides soil survey data online, most recently published in 2022. The soil survey provides details of the different soil types in city. The soil classifications are made based upon the water table, slope, erosion potential, permeability, subsidence and organic (muck/peat) content. The soils are also rated as to their potential for development based upon those limiting properties.

The two major soil types in the city are Palm Beach-Urban Land-Paola Complex (slope 0-8%) and Palm Beach-Paola Association (2-8%). Both sand types have very high drainage rates with negligible runoff in its natural setting. These soils occupy the easterly and middle sections of the city. The westerly and riverine areas of the city primary soil type is Turnbull Variant Sand (slope 0-2%), which is poorly drained due to its organic content and profile.

Historical Resources Inventory

Currently, there are currently no properties in Daytona Beach Shores listed on the National Register of Historic Places.

From: Daytona Beach Legals <SSLegals@news-jrnl.com>
Sent: Thursday, December 26, 2024 10:03 AM
To: Schwab, Cheri <cschwab@cityofdb.org>
Subject: Thank you for placing your order with us.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Daytona Beach News-Journal's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number:
LDTB0213778
Classification:
[Govt Public Notices](#)
Package:
[General Package](#)
Additional Options:
1 Affidavit \$2.00
Total payment:
\$413.32

Account Details

City Of Daytona Beach Shores - Legal
2990 S Atlantic AVE
Daytona Beach, FL 32118-6002
386-763-5353
cschwab@cityofdb.org
City Of Daytona Beach Shores -

Schedule for ad number LDTB02137780

Thu Jan 2, 2025
Daytona Beach News-Journal
All Zones

City of Daytona Beach Shores
NOTICE OF PUBLIC HEARING

The City of Daytona Beach Shores, Florida, will hold public hearings to consider accepting and transmitting the following ordinance pursuant to the requirements of Chapter 163.3191, Florida Statutes:

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO COMPREHENSIVE PLANNING; ENACTING AMENDMENT(S) TO THE CITY'S COMPREHENSIVE PLAN UPDATE 2030 TO, AMONG OTHER THINGS, ENSURE CONSISTENCY WITH THE COMMUNITY PLANNING ACT AS SET FORTH IN THE FLORIDA STATUTES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS SUCH AS TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE AND OTHER AGENCIES OF GOVERNMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS/RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR INSTRUCTIONS RELATIVE TO CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

The public hearings will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida as follows:

Planning and Zoning Board:
January 13, 2025 at 8:30am
City Commission: February 4, 2025
at 6:00pm

All interested parties are invited to appear at this public hearing and submit oral or written objections or comments with respect to the proposed amendment. The ordinance and its proposed amendment(s) are available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida.

Anyone who wishes to appeal any decision by the City will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearings may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than three days prior to the hearing.
CITY OF DAYTONA BEACH
SHORES, FL
By: /s/ Cheri Schwab, City Clerk
January 2 2025
LDTB0213778

